1. February 4, 2020 Meeting Agenda

   Documents:
   
   02042020AGENDA.DOCX_.PDF

2. February 4, 2020 Agenda Material

   Documents:
   
   02042020 COMBINED.PDF

3. February 4, 2020 Final Agenda

   Documents:
   
   02042020AGENDA.DOCX_.DOCX_FINAL.PDF
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“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.”

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STAFF REPORT
COMMISSIONER’S MEETING DATE: February 4, 2020

DATE: January 22, 2020
TO: County Commissioners
THRU: Tim Callanan, County Administrator
FROM: Wanda McDuffie
ISSUE: Request for approval of a MOU between Effingham County Board of Commissioners/ EMS and For Life Medical Education Services, FLMES.

BACKGROUND: All EMT and Paramedic students are required to ride clinical hours with an ALS ambulance service. Effingham County is a highly trained service with many years of experience that can offer guidance and knowledge to the newer medics. FLMES would like the opportunity to allow their students to ride with Effingham County EMS.

FACTS AND FINDINGS:
1. All students are required to have $1,000,000 liability insurance.
2. The students will only perform procedures that they have received training on
3. The students will ride 12 hour shifts
4. There will be approximately 15 students doing clinical rotations.
5. Scheduling will be managed between the EMS office and FLMES.
6. This is a standard MOU that we have used in the past with other agencies.

ALTERNATIVES:
1. Sign the MOU.
2. Provide staff with other direction.

FUNDING: No funds needed.

RECOMMENDATION: Alternative 1.

DOCUMENTS ATTACHED:
1. MOU documents.
Memorandum of Agreement
Between
For Life Medical Education Services
And Effingham EMS

I. Purpose

The purpose of this Memorandum of Agreement ("Agreement") is to provide instruction and practice for For Life Medical Education Services students at Effingham EMS. The instruction and practice is intended to benefit the students in their goal of accomplishing educational benchmarks and creating a highly trained workforce.

II. Parties

For Life Medical Education Services (Hereinafter referred to as "FLMES") and Bryan County Fire-Rescue. (Hereinafter referred to as the "Facility").

III. Affiliating Agreement

This is a mutual agreement between FLMES and the Facility that provides for the Facility to accept students in the EMS programs at FLMES for coordinated clinical experiences in the student's respective field of study. In addition, this agreement provides:

A. Educational experiences will be provided by FLMES and the Facility without regard to race, color, nationality, sex, sexual orientation, religion, disability or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude participant's participation in the program.

B. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by FLMES and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

C. The number of students participating in each educational experience shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.

D. The Facility will serve as a clinical laboratory and will furnish facilities for the students in such a manner and at such a time as the parties herein mutually agree.

E. The Facility will not be required to provide free treatment for students or FLMES faculty. Students or FLMES faculty may request treatment from the Facility at their own personal expense. FLMES does not accept liability or financial responsibility whatsoever for treatment individually requested by a FLMES student or faculty member.
Memorandum of Agreement
Effingham EMS

F. Clinical rotation(s) will be planned by the FLMES faculty coordinator, in conjunction with the Facility's representative, in order to meet requirements mandated by FLMES, the National Registry of Emergency Medical Technicians and the Georgia State Office of EMS and Trauma.

G. No FLMES faculty or student will receive monetary or other reimbursement from the Facility for work done during clinical rotation. Nor shall any FLMES faculty member or student hold him or herself out as an employee or representative of the Facility.

IV. The Facility Agrees to The Following:

A. Provide a program of clinical experience for the students to engage in so as to benefit their knowledge of the student's program of study at FLMES. The number of hours and experience may vary each year but will be mutually agreed upon with FLMES.

B. The Facility will retain responsibility for the care of the patients, clients and/or customers and will maintain administrative and professional supervision of students, insofar as their presence affects the operation of the Facility and/or patient, client, or customer care.

C. Observe the following personnel policies:
   a. FLMES faculty and students will be permitted to observe the FLMES calendar for holidays and events. However, students and FLMES faculty will observe the clinical hours/days mutually agreed upon with FLMES' clinical coordinator.
   b. Students may be allowed to make up lost time due to unavoidable/excused absences.
   c. Students shall wear the accepted FLMES uniform during clinical experiences.
   d. Faculty employed by FLMES or as contractors therein will be under the full jurisdiction of FLMES' administration.

D. The Facility shall maintain insurance, as it deems advisable, to protect itself as appropriate given FLMES' limitations on liability for damages as describe below in Paragraph V, subsections (I) and (J).

E. Make provisions for orientation of FLMES faculty members to the facilities, philosophies and policies of the respective Facility.
Memorandum of Agreement
Effingham EMS

F. Assist in the orientation of the students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies.

G. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a student or FLMES faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient’s consent for disclosure of test results to FLMES’ infection control personnel.

H. Facility staff shall, upon request, assist the FLMES faculty in the evaluation of the learning and performance of participating students. The Facility agrees to keep confidential any student records or information it may obtain unless it has otherwise obtained prior written consent of the student.

I. Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:

   a. The training, even though it includes actual operation of the Facility, is similar to that which would be given at FLMES;
   b. The training is for the benefit of the students;
   c. The students do not displace regular employees of the facility, but work under constant supervision of the Facility employees;
   d. The Facility that provides the internship derives no immediate advantage, economic or otherwise, for the activities of the students and, on occasion, the operations of the Facility may even be impeded;
   e. The students are not necessarily entitled to / expressly guaranteed a job at the Facility at the conclusion of the training period.
   f. The Facility and students of FLMES understand that the students are not entitled to wages for the time spent in training.

J. Provide a safe work environment for FLMES faculty and students.

K. Assist and cooperate with FLMES in investigations related to complaints related to the educational experience at the facility.

V. FLMES agrees to the following:

A. Ensure that the FLMES student code of conduct is enforced for the student at the Facility. Any student whose behavior, conduct, attitude, or attire is in conflict with the rules and regulations of the Facility will be subject to appropriate disciplinary actions.

B. Provide FLMES faculty in accordance with the required student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).
Memorandum of Agreement
Effingham EMS

C. Provide FLMES faculty who have experience in specialty areas where they will be supervising students.

D. Assure that students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.

E. Provide specific written clinical behavioral objectives for the Facility staff prior to student rotation. Conferences will be scheduled with Facility staff during rotation to start to discuss student learning, student performance and patient services.

F. Submit a schedule with names of affiliating students at least two weeks prior to the affiliation date.

G. Provide for all the administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities).

H. Assure the observance of Facility policies and procedures by the students and faculty.

I. Assure that each student and FLMES faculty member has professional liability insurance with a minimum coverage of one million ($1,000,000.00) dollars to cover his/her actions or omissions.

J. FLMES itself is insured against tort claims, including comprehensive automobile liability.

K. FLMES shall, to the extent require by law or policy, offer to students and FLMES faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and/or antigen testing and vaccination in accordance the requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. FLMES shall follow then-current policy as mandated by the Chatham County Health Department and the State Office of EMS and Trauma in the event of an exposure to a faculty member or student.

L. Maintain, and provide upon request with expressed written permission of the student, the following information on each student and FLMES faculty member who will be participating in clinicals: name, address, up-to-date immunization records and both personal health and individual liability insurance information.

M. Exposures to Bloodborne or other Pathogens: In the event of an exposure, FLMES will be responsible for offering appropriate testing to the affected student or FLMES faculty member, providing appropriate medical care, counseling and record keeping in accordance with FLMES’ exposure plan. IN no instance shall FLMES’ as defined in the paragraph exceed a period of one year after the student or FLMES faculty member leaves the program.
VI. Withdrawal of Student from the Program

A. The Facility may request FLMES to withdraw any student whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any student who has previously been discharged by the Facility for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures and rules of FLMES or the Facility.

B. FLMES may request the withdrawal of any student whose progress, achievement or adjustment does not justify continuance in the program.

VII. Representatives

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

For FLMES:

Carl Gregory, BS HCM, NR-P, CIC-P
President/Lead Instructor
155 Lakepointe Drive
Savannah, GA 31406

For the Facility:

Wanda McDuffie

VIII. Additional Mutual Agreements

A. Background Check and Drug Screen. Before the student begins his/her educational experience at the Facility, each student will be required to submit to a drug test/background check. All testing and results are to be controlled by the Facility. Students who refuse or fail to meet the Facility’s standards on these tests may be withdrawn from participation in the clinical experience at the Facility, at the Facility’s request. No information regarding specific deficiencies of the student’s test result shall be shared with FLMES.

B. Confidentiality. Students and FLMES faculty shall not disclose to any third party, except as permitted or required by law in accordance with the Health Information Portability and Accountability Act of 1996, any writing, any medical record, or other patient information. Students and FLMES faculty shall abide by all State and Federal laws regarding patient information and confidentiality.
Memorandum of Agreement
Effingham EMS

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

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

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

IX. Miscellaneous

A. Term

a. This Agreement will remain in effect until January 31st 2025.
b. Either party may terminate this Agreement upon a 90 day notice in writing to the other party. However, I either party wishes to terminate this Agreement it is understood that students enrolled in the program shall be given the opportunity to complete the full program.

B. Entire Agreement

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

C. Assignment

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

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

E. Indemnification

FLMES agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the services and work provided for in this Agreement, but only to the extent caused by any negligent or willful act or omission of FLMES or its subcontractors. FLMES further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, 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 FLMES or its subcontractors or anyone directly or indirectly employed by any of them. FLMES's obligation to indemnifyEffingham 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 FLMES.

X. Signatures

For Life Medical Education Services

Carl V. Gregory, BS HCM
President/ Course Coordinator

Date

Effingham EMS

Wanda McDuffie
EMS Director

Date

APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Wesley M. Corbitt, Chairman

Date
COMMISSIONERS MEETING DATE: February 4, 2020
DATE: January 28, 2019
TO: Board of Commissioners
THRU: Timothy J. Callanan, County Administrator
FROM: Diane Proudfoot, Zoning Administrator
ISSUE: Rezoning (First District)  

Map # 354 Parcel # 28

Background: Tracy Marsh Construction is petitioning to rezone 17.50 acres at 2388 Hwy 80 from AR-1 to I-1 (Light Industrial), to allow an Automotive Sales & Repair and Boat Sales & Repair business.

Facts and Findings:
This item was tabled at the December 16, 2019 meeting to consult with the County Attorney to determine if Boat Sales & Repair would be permitted in B-3 and it was determined that I-1 (Light Industrial) is the permitted district for the use. The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. The property is on the market and a potential buyer is requesting to rezone to I-1 to establish an automotive sales & repair and a boat sales & repair business. AR-1 property is on both sides and across Hwy 80; to the rear and to the east is International Paper, which is B-2 and abutting IP is Yancey Brothers, which is an I-1 zoning district. The I-1 (Light Industrial) zoning district ordinance allows all commercial uses as well as automotive sales, repair and boat sales, repair. The zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. The Effingham County Comp Plan describes the Hwy 80 area as Secondary Regional Connector.

At the Planning Board meeting, Juanita Golden made a motion to deny the rezoning request. Peter Higgins seconded the motion. The motion carried with affirmative votes by members Golden, Zipperer, Smith, Higgins and a nay vote by David Burns.

Staff reviewed the application and recommended approval with the following stipulations:
1. The lot must meet the requirements of the I-1 zoning district.
2. The site development plan must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. Site development plans must be approved by Development Services.
4. A driveway permit, if applicable, must be approved and issued by GDOT.
5. All wetland impacts permitted by USACE.
6. All Commercial and Industrial (Heavy or Light) uses must meet the required buffer standards.

ALTERNATIVES:
1. Approve the request to rezone 17.50 acres from AR-1 to I-1 (Light Industrial) for an Automotive Sales & Repair and Boat Sales & Repair, with stipulations recommended by the Planning Board.
2. Deny the request to rezone 17.50 acres from AR-1 to I-1 (Light Industrial) for an Automotive Sales & Repair and Boat Sales & Repair.

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 1.

Attachments:
1. Rezoning criteria checklist
2. Rezoning application
3. Ownership certificate
4. Deed
5. Plat
6. Environment Health letter
7. Aerial photograph
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: Tracy Marsh - Tracy Marsh Construction

Property owner(s): Ashley S. & Brenda R. Hatcher

Telephone Number: (912) 687-3506

Mailing Address: 16955 Burkhalter Road, Statesboro, GA 30461

Property location: 2388 Hwy 80, Bloomingdale, GA 30302

Present zoning: AR-1

Proposed zoning: I-1 - Light Industrial

Present land-use: Agricultural field and single family residence

Proposed land-use: Automotive Sales and Repairs / Boat Sales and Repairs

Tax Map #: 354 Parcel #: 28 Lot #___________

Total Acres: 17.50 Acres to be rezoned: 17.50

Lot characteristics: Open field & single family residence w/ some woods along the back of the field

Water: Private Well Sewer: Onsite Septic System

Proposed access: US Hwy 80

Justification: Rezoning from AR-1 to I-1 Light Industrial for proposed commercial businesses.

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

North: AR-1 South: AR-1

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

   **The property is currently being used as agricultural field & woods and single family residence.**

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

   **The field portion could be leased for farming and the existing woods have timber value**

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

   **The property will be used to establish several commercial businesses. The existing residence will be utilized as an office.**

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

   **The immediate adjacent properties are zoned AR-1, however there are two parcels within 1,000 ft of the site that are zoned industrial.**

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

   **There are other industrial and commercial zonings and uses along US 80 near the vicinity of this property since US 80 is a major thoroughfare.**

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. US 80 is already a major thoroughfare, Utilities will be private systems, and non residential.**
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/12/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2246 page 274.

Owner’s signature

Owner’s signature

Owner’s signature
STATE OF GEORGIA
COUNTY OF EFFINGHAM

QUITCLAIM DEED

THIS INDENTURE, made this 12 day of May, 2014 between ASHLEY S.

HATCHER, of Effingham County, Georgia, as party of the first part, and ASHLEY S.

HATCHER AND BRENDA RENEE HATCHER of Effingham County, Georgia, as

party of the second part.

WITNESSETH that the party of the first part, for and in consideration of the sum

of TEN AND NO/100 ($10.00) DOLLARS in hand paid, the receipt whereof which is

hereby acknowledged, has bargained, sold and by these presents does remise, release and

forever quitclaim to the parties of the second part, their heirs and assigns all the right,

title, interest, claim, or demand the party of the first part has or may have had in and to

the following described property, to-wit:

ALL that certain lot, tract or parcel of land situated, lying and being in the 155th G.M. District, Effingham
County, Georgia, containing Seventeen and one-half (17 1/2) acres, more or less, and being bounded as
follows: on the northeast by U.S. Highway 80; on the southeast by lands of John W. Newman, Jr.; on the
south by lands of the Union Camp Corp.; on the west and northwest by other lands of George W. Zeiglar.

Express reference is hereby made to a plat of said lands made by Adolph N. Michels, County Surveyor,
Effingham County, Georgia, dated February 24, 2014 and recorded in the Office of the Clerk of the
Superior Court of Effingham County, Georgia, in Map Book D, page 131E2, for better determining the
metes and bounds of said lands herein conveyed.
THE AFORESAID PLAT AND THE DESCRIPTION THEREON ARE BY REFERENCE INCORPORATED HERIN AND MADE A PART HEREOF.

Together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said parties of the second part, their heirs and assigns, so that neither the first party nor any other person or persons claiming under first party shall, at any time, by any means or ways, have, claim, or demand any right, title or interest in or to the aforesaid described premises or its appurtenances or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed this deed the day and year above written.

[Signature]
ASHLEY S. HATCHER
(SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
[Name]

[Title]
[Address]

TITLE TO SAID PROPERTY NOT EXAMINED OR CERTIFIED BY SCRIVENER
October 28, 2019

Effingham County Zoning Board
Springfield, GA 31329

Re: Tracy Marsh c/o Tracy Marsh Construction
   2388 Hwy 80 Bloomingdale, GA 30302
   Pin #354-28
   Total Acres: 17.50 Acres to be rezoned: 17.50

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1. Preliminary approval is given to the above referenced tract of land with the following requirements:

1. Level III soils overlay on the Final plat with Soil Suitability Description
2. Engineered On-site sewage plans for commercial structure.

If there are any questions, please do not hesitate to call.

Sincerely,

[Signature]

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Background: Tracy Marsh Construction is petitioning to rezone 17.50 acres at 2388 Hwy 80 from AR-1 to I-1 (Light Industrial), to allow an Automotive Sales & Repair and Boat Sales & Repair business.

Facts and Findings:
This item was tabled at the December 16, 2019 meeting to consult with the County Attorney to determine if Boat Sales & Repair would be permitted in B-3 and it was determined that I-1 (Light Industrial) is the permitted district for the use. The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. The property is on the market and a potential buyer is requesting to rezone to I-1 to establish an automotive sales & repair and a boat sales & repair business. AR-1 property is on both sides and across Hwy 80; to the rear and to the east is International Paper, which is B-2 and abutting IP is Yancey Brothers, which is an I-1 zoning district. The I-1 (Light Industrial) zoning district ordinance allows all commercial uses as well as automotive sales, repair and boat sales, repair. The zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. The Effingham County Comp Plan describes the Hwy 80 area as Secondary Regional Connector.

At the Planning Board meeting, Juanita Golden made a motion to deny the rezoning request. Peter Higgins seconded the motion. The motion carried with affirmative votes by members Golden, Zipperer, Smith, Higgins and a nay vote by David Burns.

Staff reviewed the application and recommended approval with the following stipulations:
1. The lot must meet the requirements of the I-1 zoning district.
2. The site development plan must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. Site development plans must be approved by Development Services.
4. A driveway permit, if applicable, must be approved and issued by GDOT.
5. All wetland impacts permitted by USACE.
6. All Commercial and Industrial (Heavy or Light) uses must meet the required buffer standards.

Alternatives:
1. Approve the request to rezone 17.50 acres from AR-1 to I-1 (Light Industrial) for an Automotive Sales & Repair and Boat Sales & Repair, with stipulations recommended by the Planning Board.
2. Deny the request to rezone 17.50 acres from AR-1 to I-1 (Light Industrial) for an Automotive Sales & Repair and Boat Sales & Repair.

Funding: N/A

Recommendation:
1. Staff recommends Alternative 1.

Attachments:
1. Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 354-28
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 354-28
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, TRACY MARSH CONSTRUCTION have filed an application to rezone seventeen and fifty hundredths (17.50) +/- acres; from AR-1 to I-1(Light Industrial) to allow an Automotive Sales & Repair and a Boat Sales & Repair; map and parcel number 354-28, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 4, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/15/2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on 1/27/2020; and

IT IS HEREBY ORDAINED THAT seventeen and fifty hundredths (17.50) +/- acres; map and parcel number 354-28, located in the 1st commissioner district is rezoned from AR-1 to I-1(Light Industrial) with the following stipulations:

1. The lot must meet the requirements of the I-1 zoning district.
2. The site development plan must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. Site development plans must be approved by Development Services.
4. A driveway permit, if applicable, must be approved and issued by GDOT.
5. All wetland impacts permitted by USACE.
6. All Commercial and Industrial (Heavy or Light) uses must meet the required buffer standards.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ________________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ________________________________
FIRST/SECOND READING: __________

_______________________________
STEPHANIE JOHNSON
COUNTY CLERK
DATE: January 28, 2019
TO: Board of Commissioners
THRU: Timothy J. Callanan, County Administrator
FROM: Diane Proudfoot, Zoning Administrator
ISSUE: Variance (First District)  Map # 354 Parcel # 28

Background: Tracy Marsh Construction is requesting a variance to decrease the buffer between I-1 zoning and AR-1 zoning from 150' to 50' with a berm with plantings.

Facts and Findings:
This item was tabled at the December 16, 2019 meeting. Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted if the following findings are made:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and that because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property. The proposed site only has about 780ft of road frontage along US 80. If a 150' buffer per side is imposed this would only leave about 480ft of road frontage. The buffer area is an open field therefore a berm with vegetation would provide much more of a buffer and screening than leaving it as is with plantings. The proposed use for automotive sales & repair and boat sales & service is more in line with a commercial type use but the ordinance has this use permitted in the I-1 Light Industrial district.

At the Planning Board meeting, Juanita Golden made a motion to deny the variance request with affirmative votes by members Golden, Burns, Smith, Higgins and a nay vote by Alan Zipperer. Staff reviewed the application and recommended approval with the following stipulations:
1. The 150' buffer be waived and a 50' berm with planted vegetation be installed adjacent to AR-1 and B-3 property.
2. The site development plan must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. Site development plans must be approved by Development Services.
4. A driveway permit, if applicable, must be approved and issued by GDOT.
5. All wetland impacts permitted by USACE.

ALTERNATIVES:
1. Approve the request for a variance to decrease the buffer between I-1 zoning and AR-1 zoning from 150' to 50' with a berm with plantings, with stipulations recommended by the Planning Board.
2. Deny the request for a variance to decrease the buffer between I-1 zoning and AR-1 zoning from 150' to 50' with a berm with plantings.

FUNDING: N/A
RECOMMENDATION:
1. Staff recommends Alternative 1.

Attachments:
1. Variance Application
2. Ownership certification
3. Deed
4. Plat
5. Rezoning & variance exhibit
6. Aerial photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

APPLICANT NAME: Tracy Marsh Construction

MAILING ADDRESS:
16955 Burkhalter Road, Statesboro, GA 30461

PROPERTY OWNER: Ashley S. & Brenda R. Hatcher

LOCATION: 2388 Hwy 80 Bloomingdale, GA 30302

MAP # 354 PARCEL # 28

ZONING: Current - AR-1 / Proposed - I-1 ACREAGE: 17.50

PHONE # 912-644-3207

NAME OF DEVELOPMENT: 2388 US HWY 80 TRACT

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED
Article III - 3. Buffers

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE

- Decrease the required buffer between Light Industrial and Agricultural / Residential from 150' to 50', but with a berm with plantings.

EXPLAIN WHY THE VARIANCE IS REQUESTED

The proposed site only has about 780 ft of road frontage along US 80. If a 150' buffer is imposed, this would only leave about 80 ft of road frontage, so 1/3 of the frontage would be lost. Also, since the current vegetation on the site in the area where the buffers would be is open field, a berm with plantings would provide much more buffer and screening than leaving it as is with plantings. Another point to bring up is that the buffer between the commercial zonings and AR-1 is only 30'. We are proposing 20' more buffer and the uses for this property are more in line with commercial type uses, however the actual uses fall under the light industrial zoning.
THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

☑ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCABLE COPY OF THIS PLAN, NO LARGER THAN 11" x 17", MUST BE SUBMITTED.

☑ OWNERSHIP CERTIFICATE

☑ FILING FEE - $200.00

☐ IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN ☑ Transo Borgerson - EMC DATE 10-23-19
EMC Engineering Services, Inc. Submitting on behalf of the applicant

***Please include a copy of the plat identifying existing structures and imply future structures***

******************************************************************************
OFFICIAL USE ONLY
DATE RECEIVED ________ TIME ________
ACCEPTED BY ________ TRACKING NUMBER ________
DATE APPROVED BY COUNTY COMMISSIONERS ________

01/30/2020
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/12/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2246 page 274.

Owner's signature

Owner's signature

Owner's signature
STATE OF GEORGIA

COUNTY OF EFFINGHAM

QUITCLAIM DEED

THIS INDENTURE, made this 12th day of May, 2014 between ASHLEY S. HATCHER, of Effingham County, Georgia, as party of the first part, and ASHLEY S. HATCHER AND BRENDA RENEE HATCHER of Effingham County, Georgia, as party of the second part.

WITNESSETH that the party of the first part, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS in hand paid, the receipt whereof which is hereby acknowledged, has bargained, sold and by these presents does release, release and forever quitclaim to the parties of the second part, their heirs and assigns all the right, title, interest, claim, or demand the party of the first part has or may have had in and to the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 1559th O.M. District, Effingham County, Georgia, containing Seventeen acres and one-half (17 1/2) acres, more or less, and being bounded as follows: on the northeast by U.S. Highway 80; on the southeast by lands of John W. Newman, Jr.; on the south by lands of the Union Camp Corp.; on the west and northwest by other lands of George W. Zeigler.

Express reference is hereby made to a plat of said lands made by Adolph N. Micheli, County Surveyor, Effingham County, Georgia dated February 24, 2014 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Map Book D, page 131E2, for better determining the metes and bounds of said lands herein conveyed.
THE AFORESAID PLAT AND THE DESCRIPTION THEREON ARE BY
REFERENCE INCORPORATED HERIN AND MADE A PART HEREOF.

Together with all the rights, members and appurtenances to the said described
premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said parties of
the second part, their heirs and assigns, so that neither the first party nor any other person
or persons claiming under first party shall, at any time, by any means or ways, have,
claim, or demand any right, title or interest in or to the aforesaid described premises or its
appurtenances or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed
this deed the day and year above written.

ASHLEY S. HATCHER
(SIGNATURE)

Signed, sealed and delivered
in the presence of:

JUDY PRINCE-WHITFIELD
Notary Public, State of Georgia
Commission Expires 9-6-17
Effingham County

TITLE TO SAID PROPERTY NOT EXAMINED OR CERTIFIED BY
SCRIVENER

EQUIP. USED:
TOTAL STATION
TOPCON 303

OR IF CLOSURE
CEECE $10,000
T NOT ADJUSTED

LEGEND:
1/2" REBAR FOUND
3/4" REBAR SET
PROPERTY LINE
CONC. MON. FOUND
NOW OR FORMERLY
POWER POLE

354-21
N/F
MARTHA SLOAN & JAMES ALLEN
PB K PC 191

354-28
WAS
5.31 ACRES

354-28A
N/F
ASHLEY B. HATCHER
5.31 ACRES RECOMBINED
WITH 12.19 ACRES
NOW 17.50 ACRES
PB 6 PC 179

354-29
N/F
NOKOETA NEWMAN
PB 3 PC 74

NOTE: SUBJECT PROPERTY IS A RE-
COMBINATION OF MAP & PARCEL 354-
28 & 28A OF THE EFFINGHAM CTY.
TAX ASSESSORS FILE.

SURVEY FOR
ASHLEY S. HATCHER
SURVEY OF 5.31 ACRES COMBINE
WITH 12.19 ACRES, NOW 17.50 AC
LOCATED IN THE 1559TH C.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 17 FEB 2014
PLAT DRAWN 18 FEB 2014

SCALE: 1" = 200'
Background: Tracy Marsh Construction is requesting a variance to decrease the buffer between I-1 zoning and AR-1 zoning from 150' to 50' with a berm with plantings.

Facts and Findings:
This item was tabled at the December 16, 2019 meeting. Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted if the following findings are made:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and that because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

The proposed site only has about 780ft of road frontage along US 80. If a 150' buffer per side is imposed this would only leave about 480ft of road frontage. The buffer area is an open field therefore a berm with vegetation would provide much more of a buffer and screening than leaving it as is with plantings. The proposed use for automotive sales & repair and boat sales & service is more in line with a commercial type use but the ordinance has this use permitted in the I-1 Light Industrial district.

At the Planning Board meeting, Juanita Golden made a motion to deny the variance request with affirmative votes by members Golden, Burns, Smith, Higgins and a nay vote by Alan Zipperer.

Staff reviewed the application and recommended approval with the following stipulations:
1. The 150' buffer be waived and a 50' berm with planted vegetation be installed adjacent to AR-1 and B-3 property.
2. The site development plan must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. Site development plans must be approved by Development Services.
4. A driveway permit, if applicable, must be approved and issued by GDOT.
5. All wetland impacts permitted by USACE.

ALTERNATIVES:
1. Approve the request for a variance to decrease the buffer between I-1 zoning and AR-1 zoning from 150' to 50' with a berm with plantings, with stipulations recommended by the Planning Board.
2. Deny the request for a variance to decrease the buffer between I-1 zoning and AR-1 zoning from 150' to 50' with a berm with plantings.

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 1.

Attachments:
1. Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 354-28
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 354-28
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, TRACY MARSH CONSTRUCTION have filed an application for a variance to decrease the buffers between the I-1 zoning and AR-1 zoning from 150’ to 50’ with a berm with plantings; map and parcel number 354-28, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on February 4, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/15/2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on 1/27/2020; and

IT IS HEREBY ORDAINED THAT a variance to decrease the buffers between the I-1 zoning and AR-1 zoning from 150’ to 50’ with a berm with plantings with the following stipulations:

1. The 150’ buffer be waived and a 50’ berm with planted vegetation be installed adjacent to AR-1 and B-3 property.
2. The site development plan must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. Site development plans must be approved by Development Services.
4. A driveway permit, if applicable, must be approved and issued by GDOT.
5. All wetland impacts permitted by USACE.

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

This ______ day of________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: _______________________ FIRST/SECOND READING: _____________

____________________
STEPHANIE JOHNSON
COUNTY CLERK
BACKGROUND: The Board of Commissioners granted Richard & Debbie McIntosh a variance November 6, 2018 to occupy a camper as a temporary dwelling during the construction of a residence at 1157 Harry Lindsey Road. A storage building was being erected without a permit in which Code Enforcement made a visit and issued a stop work order. Mr. & Mrs. McIntosh made an application on September 19, 2019 for a 960 sq.ft. accessory storage structure. A stop work order was issued on September 20, 2019 since there was no application for the construction of the primary structure. Mrs. McIntosh submitted a letter on October 9, 2019 stating they have encountered some delays moving forward with construction of the home and would like to request an extension to the variance request and was informed they would need to apply for the variance. The camper is connected to a well and septic. As of this date, they have not applied for a construction permit for the home.

Facts and Findings:
1. Appendix C, Article III, Section 3.21.1 of the County Ordinances prohibits camping and recreational equipment from being occupied for living purposes.
2. The only exception to this is found under Section 3.44 of the zoning ordinance which authorizes a camper or trailer to be used as a temporary dwelling only when repairs to the primary residence are necessary due to damage caused by natural disaster or accidental fire; however, in the past, the use of campers as a temporary dwelling has also been authorized, through variance approval, for the construction of a new house.

At the Planning Board meeting, Mr. Alan Zipperer made a motion to approve the variance for six months starting December 16, 2019 and contingent on an application for a building permit for the home. Mrs. Juanita Golden seconded the motion. The motion carried unanimously.

Staff reviewed the application and recommended denial.
Should the Commission chose to approve the request the following stipulations are recommended:
1. A complete application for house construction must be submitted to Development Services within 30 days.
2. If application is not submitted to Development Services the camper must be removed immediately.
3. Upon the issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from the well and septic.
4. Permit the variance for no longer than twelve (12) months.
5. No permit for any accessory structure will be issued until the permit for the house construction has been issued.

ALTERNATIVES:
1. Approve the request for a variance to occupy a camper as a temporary dwelling with stipulations recommended by the Planning Board.
2. Deny the request for a variance to occupy a camper as a temporary dwelling.

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 2.

Attachments:
1. Variance application
2. Ownership Certificate
3. Letter requesting extension
4. Aerial Photograph
EFFINGHAM COUNTY
APPLICATION FOR A VARIANCE OR CONDITIONAL USE

DATE 10-15-19

APPLICANT NAME Richard & Debbie McIntosh

MAILING ADDRESS
1157 Harry Lindsey Rd., Grayton, GA

PROPERTY OWNER Richard & Debbie McIntosh

PROPERTY LOCATION
1157 Harry Lindsey Rd., Grayton, GA

PHONE # 770-905-9774

EMAIL ADDRESS mcdiver54@gmail.com

MAP # 236 PARCEL # 5D (236-5)

ZONING AR-1 ACREAGE 15.36

NAME OF DEVELOPMENT

SECTION NUMBER(S) OF THE ORDINANCE FROM WHICH A VARIANCE/CONDITIONAL USE IS REQUESTED

temporary camper on building site

DESCRIBE THE REQUESTED VARIANCE OR CONDITIONAL USE

building home
EXPLAIN WHY THE VARIANCE OR CONDITIONAL USE IS BEING REQUESTED

continue to build home on property

THE FOLLOWING ITEMS MUST BE SUBMITTED AT TIME OF APPLICATION:

☑ A COPY OF THE SITE PLAN THAT CLEARLY ILLUSTRATES THE REQUESTED VARIANCE OR CONDITIONAL USE IN RELATION TO THE AFFECTED SITE AND TO SURROUNDING PARCELS AND USES. A REPRODUCABLE COPY OF THIS PLAN, NO LARGER THAN 11” x 17”, MUST BE SUBMITTED.

☐ OWNERSHIP CERTIFICATE

☐ FILING FEE - $200.00

☐ IF DESIRED, ADDITIONAL NARRATIVE THAT EXPLAINS HOW AND WHY THE REQUESTED VARIANCE OR CONDITIONAL USE MEETS THE CRITERIA OF SECTION 7.1.8 & 7.1.6 OF THE EFFINGHAM COUNTY ZONING ORDINANCE.

SIGN: [Signature] DATE: 10-15-19

***Please include a copy of the plat identifying existing structures and imply future structures***

OFFICIAL USE ONLY

DATE RECEIVED: _________ TIME: _________

ACCEPTED BY: _________ TRACKING NUMBER: _________

DATE APPROVED BY COUNTY COMMISSIONERS: _________
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date __10-15-19____, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book ______________ page ______________.

Owner’s signature ____________________________

Owner’s signature ____________________________

Owner’s signature ____________________________
Richard & Deborah McIntosh
1157 Harry Lindsey Road
Guyton, Georgia 31312
770-905-9794
770-905-9415

To Whom it may concern:

We would like to extend our variance for our camper to be on our property an additional twelve (12) months.

We have been greatly delayed with our plans to build on our property due to sub contractor delays and bad, wet weather delays.

As a result of these delays our camper was not on our property until March, 2019 and we were unable to move into out camper to start work on the property until June of this year.

Deborah McIntosh
10/09/19
BACKGROUND: The Board of Commissioners granted Richard & Debbie McIntosh a variance November 6, 2018 to occupy a camper as a temporary dwelling during the construction of a residence at 1157 Harry Lindsey Road. A storage building was being erected without a permit in which Code Enforcement made a visit and issued a stop work order. Mr. & Mrs. McIntosh made an application on September 19, 2019 for a 960 sq.ft. accessory storage structure. A stop work order was issued on September 20, 2019 since there was no application for the construction of the primary structure. Mrs. McIntosh submitted a letter on October 9, 2019 stating they have encountered some delays moving forward with construction of the home and would like to request an extension to the variance request and was informed they would need to apply for the variance. The camper is connected to a well and septic. As of this date, they have not applied for a construction permit for the home.

Facts and Findings:

1. Appendix C, Article III, Section 3.21.1 of the County Ordinances prohibits camping and recreational equipment from being occupied for living purposes.

2. The only exception to this is found under Section 3.44 of the zoning ordinance which authorizes a camper or trailer to be used as a temporary dwelling only when repairs to the primary residence are necessary due to damage caused by natural disaster or accidental fire; however, in the past, the use of campers as a temporary dwelling has also been authorized, through variance approval, for the construction of a new house.

At the Planning Board meeting, Mr. Alan Zipperer made a motion to approve the variance for six months starting December 16, 2019 and contingent on an application for a building permit for the home. Mrs. Juanita Golden seconded the motion. The motion carried unanimously.

Staff reviewed the application and recommended denial.

Should the Commission chose to approve the request the following stipulations are recommended:

1. A complete application for house construction must be submitted to Development Services within 30 days.

2. If application is not submitted to Development Services the camper must be removed immediately.

3. Upon the issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from the well and septic.

4. Permit the variance for no longer than twelve (12) months.

5. No permit for any accessory structure will be issued until the permit for the house construction has been issued.

ALTERNATIVES:

1. Approve the request for a variance to occupy a camper as a temporary dwelling with stipulations recommended by the Planning Board.

2. Deny the request for a variance to occupy a camper as a temporary dwelling.

FUNDING: N/A

RECOMMENDATION:

1. Staff recommends Alternative 2.

Attachments:

1. Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 236-5D
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 236-5D

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, RICHARD & DEBBIE MCINTOSH, has filed an application for a variance to allow a camper as a temporary residence during the construction of a home on the property; map and parcel number 236-5D, located in the 3rd commissioner district; and

WHEREAS, a public hearing was held on February 4, 2020 and notice of said hearing having been published in the Effingham County Herald on 1/15/2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on 12/16/2019; and

IT IS HEREBY ORDAINED THAT a variance to allow a camper as a temporary residence during the construction of the home on the property; map and parcel number 236-5D, located in the 3rd commissioner district is approved by the requirements of Article IX – Section 9, with the following stipulations:

1. A complete application for house construction must be submitted to Development Services within 30 days.
2. If application is not submitted to Development Services the camper must be removed immediately.
3. Upon the issuance of the certificate of occupancy for the house construction, the camper shall be vacated and disconnected from the well and septic.
4. Permit the variance for no longer than twelve (12) months from the date this amendment is executed.
5. No permit for any accessory structure will be issued until the permit for the house construction has been issued.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: __________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: __________________________
FIRST/SECOND READING: ____________

______________________________
STEPHANIE JOHNSON
COUNTY CLERK
Audit Presentation

Lanier, Deal and Proctor to present an overview of the 2019 audit for Effingham County
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02/04/2020
DATE: 01/23/2020
TO: Board of Commissioners
THRU: Tim Callanan, County Manager
FROM: Christy Carpenter, Finance Director
ISSUE: Annual presentation of Effingham County financial statements, presentation of the auditor’s report, and approval of the audited financial statements for transmission to the State of Georgia

BACKGROUND:
Each year an audit is conducted. The audit is conducted to comply with state and federal regulations, to provide our residents and the Board of Commissioners with an independent review of our financial status, and to ensure our financial statements are in compliance with GAAP (generally accepted accounting principles) and GASB (Governmental Accounting Standards Board) standards using GAGAS (generally accepted government auditing standards).

FACTS AND FINDINGS:
1. There are three major portions of the audited statements which consist of the independent auditor’s report, management’s discussion and analysis, and the audited financial statements.
2. The independent auditor’s report is the auditor’s opinion regarding our financial statements.
3. Management’s discussion and analysis is the staff’s financial narrative of the audited financial statements.
4. The financial statements contain both county-wide and individual fund statements prepared in accordance with GAAP and GASB standards.
5. Staff will present the financial overview of the audited financial statements.
6. The auditors from Lanier, Deal, & Proctor will present the auditor’s opinion report.

ALTERNATIVES:
1. Affirm the audited financial statements and approve the audit and submission to the State of Georgia
2. Provide staff with direction.

POLICY ANALYSIS: It is the policy of the Board of Commissioners to adhere to Georgia law and to review our financial statements on at least an annual basis.

RECOMMENDATION:
Staff recommends Alternative 1.
COMMISSIONER’S MEETING DATE: February 4, 2020
DATE: January 23, 2020
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: Vicki Dunn, Director of Human Resources
ISSUE: Revision of Effingham County Human Resources Standards of Practice 5.01, Paid Time Off.

BACKGROUND: This item was tabled at the December 3, 2019 and January 21, 2020 meeting. More information was requested by the County Administrator and Chairman prior to approval/disapproval.

Our current policy outlines the holidays approved for the employees of the Effingham County Board of Commissioners. We would like to add a provision that would allow employees to use the eight hours of holiday pay at time other than the scheduled holiday.

FACTS AND FINDINGS: Our current policy allows 8 hours of holiday pay for 12 specified days during the calendar year. We have found there are times when some of our employees are unable to take the 8 hours of holiday time off when scheduled due to work requirements. Specifically, during impending weather, hurricanes, etc., some of our employees are required to work regardless of holidays, weekends, etc. This will allow those employees to use their 8 hours of holiday pay at a later time. We are proposing that the 8 hours of holiday time be used within 30 days of the originally scheduled holiday.

ALTERNATIVES:
1. Allow the recommended update and approve the revised policy for publication.
2. Don’t allow the recommended updates and provide information to staff as to how to proceed.

FUNDING:
No impact.

RECOMMENDATION: Alternative #1

DOCUMENTS ATTACHED:
1. Effingham County Human Resources Policy 5.01 – Holidays and Excused Absences
5.01 - HOLIDAYS AND excused abSENCes

A. Standard

The County provides paid time off for holidays through the calendar year. These holidays are paid as eight (8) hours of straight time and do not count towards overtime.

The County observes the following paid holidays each year:

NEW YEAR'S DAY
MARTIN LUTHER KING, JR. DAY
PRESIDENTS DAY
NATIONAL MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY
EMPLOYEE BIRTHDAY

B. PROCEDURES

1. When a holiday falls on a Saturday, it is observed on the Friday before; if it falls on a Sunday, it is observed the following Monday. The employee birthday holiday must be used within 30 days of the date of occurrence or it will be forfeited.

2. Uninterrupted continuation of service is required of some county departments. Consequently, the work schedule of some employees in these departments may necessitate that they work on authorized holidays.

   a. Employees who are scheduled to work on authorized holidays shall be paid eight (8) hours of holiday pay (straight time), plus the number hours actually worked including any overtime pay earned.
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

b. Employees who are scheduled to be off on an authorized holiday shall be paid eight (8) hours of holiday pay *(straight time)* for that date.

B. PROCEDURES Continued:

3. If an employee not normally scheduled to work on an observed holiday *elects to work* or is required to work on the observed holiday due to unforeseen circumstances such as impending weather, hurricanes, natural disasters, that employee may take the 8 hours of Holiday paid time off *(straight time)* within 30 days of the originally scheduled holiday.

C. EXCUSED ABSENCE:

With the Department Heads discretion, an employee may receive holiday pay if absent from work for the following reasons:

1. Personal illness, which is verified by a physician's statement;
2. Death in the immediate family, for which the employee receives up to three days off (see 5.07);
3. Jury duty, for which the employee is excused and receives additional compensation;
4. Paid Time Off, which is previously approved as required in the vacation policy.

D. UNEXCUSED ABSENCE:

Unexcused absence occurring immediately prior to or following a holiday will disqualify the employee for holiday pay.
COMMISSIONERS MEETING DATE: February 4, 2020

DATE: January 23, 2020
TO: Board of Commissioners
THRU: Tim Callanan, County Administrator
FROM: Teresa Concannon, County Planner
ISSUE: Consideration to approve to authorize the Chairman to sign a Landfill Letter for Barrister Landing on Courthouse Road

BACKGROUND: The Georgia Environmental Protection Division (EPD) is required to review and approve all plans for the extension of water and/or sewer lines that serve more than one customer. Barrister Landing is not served by county water or sewer, but will have a private water system, and a community septic system. The landfill letter is required for EPD review.

FACTS AND FINDINGS:
1. EPD requires a letter from local county government stating no knowledge of an abandoned landfill within proximity of the proposed site.
2. The project engineer has provided a letter certifying that the property does not contain an active or inactive landfill, based on a site inspection by the engineer.

ALTERNATIVES:
1. Authorize the Chairman to sign a Landfill Letter to be submitted to the Environmental Protection Division (EPD).
2. Do not authorize the Chairman to sign a Landfill Letter to be submitted to the Environmental Protection Division (EPD).

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 1.

ATTACHMENTS:
1. Landfill Letter (from the County)
2. Certification Letter (from the project engineer)
February 4, 2020

Unit Coordinator
Georgia Environmental Protection Division
Water Protection Branch
Engineering & Technical Support Program
220 International Parkway- Suite 101
Atlanta, Georgia 30354

RE:  Barrister Landing on Courthouse Road
     Effingham, Georgia

To whom this may concern:

This is to certify that, according to the records of Effingham County, along with inspection by the developer’s engineer, none of the proposed sanitary sewers and/or water utilities associated with this project will be constructed on or serving structures constructed or proposed to be constructed on solid waste landfills.

Sincerely,

Wesley M. Corbitt
Effingham Board of Commissioners
Chairman
January 22, 2020

Mrs. Teresa Concannon
Effingham County Development Services
904 North Pine Street
Springfield, Georgia 31329

Re: Barrister Landing
Landfill Certification Letter
J–27137.0001

Dear Mrs. Concannon:

Based on conversations with the property owner and review of the best available information, please let this letter serve as confirmation that to the best of our knowledge, information, and belief none of the water mains, services, and appurtenances associated with the referenced project are proposed to be constructed on solid waste landfills.

Sincerely,

THOMAS & HUTTON

Michael C. Roach, P.E.
Georgia P.E. #40359
STAFF REPORT

COMMISSIONERS MEETING DATE: February 4, 2020

DATE: January 23, 2020
TO: Board of Commissioners
THRU: Tim Callanan, County Administrator
FROM: Teresa Concannon, County Planner
ISSUE: Consideration to approve the Final Plat for Park West, Ph 4C-2
        Map# 419 Parcel# 2

BACKGROUND: Thomas & Hutton requests approval of final plat and warranty deed for Park West, Ph 4C-2, which consists of 20 lots.

FACTS AND FINDINGS:
1. Engineering staff reviewed the plat, and inspected the right of way and all public utilities located within the right of way of phase 4C-2, and recommend approval.
2. Staff has reviewed the final plat and final plat checklist for Park West, Ph 4C-2. All documents are in order, and consistent with zoning, plans, and plats approved previously.
3. The infrastructure and maintenance security cost estimate and bond was submitted to the county.
4. The warranty deed was reviewed and approved by the County Attorney.

ALTERNATIVES:
1. Approve the final plat of Park West, Ph 4C-2, and accept the right of way and infrastructure.
2. Do not approve the final plat of Park West, Ph 4C-2 or accept the right of way and infrastructure.

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 1.

ATTACHMENTS:
1. Final Plat for Park West, Ph 4C-2
2. Final Plat Submittal Form & Checklist
3. EOM recommendation
4. Bond
5. Deed for infrastructure
6. Stormwater Maintenance Agreement
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

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

Name of Subdivision: Park West - Phase 4C-2
Name of Applicant/Agent: Mike Hughes, PE
Company Name: Thomas & Hutton
Address: 50 Park of Commerce Way, Savannah, GA 31405
Owner of Record: D.R. Horton, Inc. - Jared O’Sako
Address: 209 Argo Circle, Okatie, SC 29909
Engineer: Mike Hughes, PE
Address: 50 Park of Commerce Way, Savannah, GA 31405
Surveyor: Matthew Jones
Address: 50 Park of Commerce Way, Savannah, GA 31405

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

Total acreage subdivided: 4.664
Zoning: PUD
Number of Lots: 20

Date of sketch plan approval: NA
Date of preliminary plan approval: NA

Map/#/Parcel# to be subdivided: 04190002
List all contiguous holdings in the same ownership:

Map/#/Parcel#

Water supply: Public
Sewer supply: Public

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

If so, please describe:

__________________________________________

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

This _____ day of ________________________, 20____.

Applicant

Notary

Page 1 of 3

8/16/2011

01/30/2020
EFFINGHAM COUNTY
FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: ________________________________ Project Number: __________________

Date Received: ______________ Date Reviewed: ______________ Reviewed by: __________________

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. After the Final Plat is approved and ALL associated fees have been paid, it is the petitioner’s responsibility to obtain the necessary signatures and to record the Final Plat with Clerk of Superior Court of Effingham County.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
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**Project Information:**

1. Graphic scale.

2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.

3. North arrow.

4. Land reference point.

5. Point of beginning designated.

6. Date of preparation (under Surveyor’s signature).

7. Name of Subdivision.

8. Names of adjacent subdivisions and owners of adjoining parcels of land.

9. Names and widths of adjacent streets.

10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.

11. Plat boundaries darkened.

12. Proposed building setback lines.

13. Location of all existing easements or other existing features.

14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.

15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.

16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90º.

17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.

18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).

19. Location of city limits and county lines, if applicable.
20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).

21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on Attachment for Digital Submissions.

22. Certificate of Approval – To be signed by County Commission chair.


25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).

26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.

27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.

28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

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

This _____ day of __________________, 20__.

Applicant

Owner
January 21, 2019
CC: Liberto Chacon, P.E.
      Eric W. Larson, PE
      Diane Proudfoot

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

Re: Park West 4C-2 Final Plat

Dear Ms. Concannon,

The Park West 4C-2 has requested that Effingham County accept all public utilities located within the Right-of-Way, and the Final Plat for recording. After review of the Plat and visiting the site, we recommend that the Right-of-Way located within the Park West 4C-2 of this development, all public utilities located within the Right-of-Way and the Final Plat to be accepted and recorded.

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

Sincerely,

Srikar Velagapudi
Civil Engineer
EOM Operations
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That D.R. Horton, Inc., as Principal, hereinafter called Contractor, and Nationwide Mutual Insurance Company, as Surety, hereinafter called Surety, are held and firmly bound unto Effingham County Board of Commissioners, as Obligee, hereinafter called Owner, in the penal sum of Fourteen Thousand Five Hundred Forty Seven Dollars and 00/100 ($14,547.00) Dollars for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements: Park West - Phase 4C-2, grading, sanitary sewer, storm drainage, and paving, in accordance with the General Conditions, the Drawings and Specifications, which Plans are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting there from, which shall appear within a period of 1 Year(s) from the date of acceptance of the improvements by the Obligee, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 13th day of January, 2020

In the presence of:

D.R. Horton, Inc.
Principal
By: [Signature]

Nationwide Mutual Insurance Company
Surety
By: [Signature], Attorney-in-Fact

01/30/2020
Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

James I. Moore

each in his or her individual capacity, as true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligations and other instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number 7901027042
Principal: D.R. Horton, Inc.
Obligee: Effingham County Board of Commissioners

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given hereby are ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Signature]
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK:
On this 27th day of February, 2019, before me, the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and that the said seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of said Company.

[Signature]
Suzanne C. Delto
Notary Public, State of New York
Qualified in Westchester County
Commission Expires September 18, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a true, correct and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of January, 2020.

[Signature]
Laura B. Guy
Assistant Secretary

BDJ 1(02-1990)

01/30/2020
State of Illinois  }  
} ss.  
County of DuPage  }  

On January 13, 2020, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James J. Moore known to me to be Attorney-in-Fact of Nationwide Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

Sinem Nava, Notary Public

Commission No. 859777

01/30/2020
STATE OF GEORGIA

COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE, made this ___ day of ________, 2020, between D. R. HORTON, INC., a Delaware corporation, as Party of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being shown and designated as the streets and rights of way known as Cotton Bluff Court on that certain plat of Park West Subdivision, Phase 4C-2, prepared by Matthew D. Jones, G.R.L.S. #3338, dated January 13, 2020, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book ____, Page _____, said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforesaid street or right of way for public access.

TOGETHER WITH the water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Park West Subdivision, Phase 4C-2, as shown on the aforementioned plat which are incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, common areas, and any portion of the water system from the water meter to any residence.
TOGETHER WITH a perpetual, non-exclusive appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within Park West Subdivision, Phase 4C-2, as shown on the aforesaid plat which is incorporated herein for descriptive and all other purposes.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

D. R. HORTON, INC.

a Delaware corporation

By: [Signature]

Print Name: [Name]

Its: Assistant Secretary

Attest: [Signature]

Print Name: [Name]

Its: Assistant Secretary

[corporate seal]

Signed, sealed and delivered in the presence of:

Witness

Notary Public

[Signature] 1/31/2020
ACCEPTED AND AGREED TO THIS ___ DAY OF ______________, 2020.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY:

Wesley Corbitt
Chairman

Attest:

Stephanie Johnson
Effingham County Clerk

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
Effingham County
Stormwater Facility Inspection & Maintenance Agreement

THIS AGREEMENT, made and entered into this 17 day of JANUARY, 2020, by and between {Insert Full Name of Owner} B [his/her successors and assigns, including but not limited to any homeowners association, commercial developer, holder of any portion of the below described property, and/or similar (hereinafter called the "Landowner"), and the Effingham County Board of Commissioners, hereinafter called the "County"].

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Effingham County Tax Map/Parcel Identification Number) TMI 04190-00000-002-00 and recorded by deed in the land records of Effingham County, Georgia, Deed Book B Page 936, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Stormwater Management Plan and the Operations and Maintenance Plan (O&M) known as PARK WEST PHASE 4C, (insert name of development) hereinafter called "the Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of Effingham County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property and in accordance with the Plan; and

WHEREAS, the County requires that on-site stormwater management facilities as shown within the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the specifications identified in the Plan.

2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities and perform the work necessary to keep those facilities in good working order at all times, as described in the Plan. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater runoff. Adequate maintenance is herein defined as good working condition so that these facilities are performing their approved design functions.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually to the County Administrator (or his designee). The purpose of the inspection is to ensure safe and proper functioning of the stipulated facilities. The inspection shall cover all applicable stormwater management facilities, including but not limited to, conveyance measures, berms, outlet structures, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report along with a schedule for repair. The inspection procedures, frequency and report shall follow the procedures established and approved in the Plan.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the County deems necessary. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County may issue citations to the Landowner for resulting, continuing ordinance violations, on a daily basis, until such time as the issues are satisfactorily resolved. Additionally, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to recover the costs of such repairs from the Landowner, its successors and assigns through the appropriate means. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this AGREEMENT be construed to impose any such obligation on the County.

6. Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plan, the schedule will be followed.

7. In the event the County, pursuant to this AGREEMENT, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Effingham County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.
AUTHORIZATION

OWNER:

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: ________________________________

Jared O'Sullivan Land Development Manager

(Type Name and Title)

The foregoing AGREEMENT was acknowledged before me this 17th day of January, 2020, by

______________________________

NOTARY PUBLIC

My Commission Expires: 3/13/2025

COUNTY OF EFFINGHAM, GEORGIA

By: ________________________________

______________________________

(Type Name and Title)
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02/04/2020
DATE: 01/24/2020
TO: County Commissioners
THRU: Tim Callanan
FROM: Fiona Charleton, Purchasing Agent/Alison Bruton, Purchasing Tech

ISSUE: Consideration to accept a bid and issue a contract to Rain-N-Shine for upgrades to the Sandhill Recreation Complex.

BACKGROUND: The County started work on improvements to the Sandhill Recreation Complex last spring with the addition/replacement of fencing. This contract is for the continuation of the upgrades.

FACTS AND FINDINGS:
1. A request for quote for additional upgrades to the Sandhill Recreation Complex was issued and posted on the ECBOC website, the Georgia Procurement Registry website, the Georgia Local Government Access Website; advertised in the Savannah Morning News and the Effingham Herald, and sent to known vendors.
2. Five (5) Vendors attended the mandatory pre-bid meeting on December 11, 2019, and a separate site visit was deemed necessary. Two (2) of original five (5) vendors attended the mandatory site visit on January 13, 2020.
3. Two (2) sealed bids were received – in order lowest to highest:
   - Rain-N-Shine - $128,500.00/ $12.50 per CY for fill
   - CNB Construction - $184,278.00/ $18.00 per CY for fill
4. The amount of fill that will be needed for the area is undetermined at this point. It has been estimated that 60 loads (900 CY) will be needed. The total contract amount has been projected based on this number. Should additional fill be needed, a change order will be brought to the Board for approval.
5. The contract has been reviewed and approved to form by the County Attorney.

ALTERNATIVES:
1. Board approval of the contract with Rain-N-Shine in an amount not to exceed $139,750.00 for upgrades to the Sandhill Recreation Complex.
2. Do not approve the proposed contract as stated above.

FUNDING: SPLOST.

RECOMMENDATION: Staff recommends alternative number 1.

DOCUMENTS ATTACHED:
1. Contract
2. Bid Tabulation Form
Services Contract
Between
Effingham County Board of Commissioners and Rain-N-Shine Irrigation
601 North Laurel Street 177 Ollie Morgan Rd
Springfield, GA 31329 Clyo, GA. 31303

This Contract (hereinafter referred to as “Contract” or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and Rain-N-Shine Irrigation (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage qualified contractors as specified in 20-29-004- Sandhill Recreation Complex – Upgrades; and

WHEREAS, the Contractor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Contractor as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in 20-29-004 – Sandhill Recreation Complex – Upgrades and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract will commence on N/A and terminate on N/A with automatic renewal options for three (3) additional one (1) year terms provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and the Contractor or:
A. Unless otherwise directed by the Effingham County Board of Commissioners.
B. Unless budgeted funds are not appropriated.

OR

SECTION I-2 CONTRACT.
This Contract is one time lump sum in an amount not to exceed $139,750.00 without approval by the Board of Commissioners.

SECTION I-3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Contractor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Contractor’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Contract.
SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Contractor's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9 INDEMNIFICATION.
The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.
The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Contractor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11 PROHIBITED INTERESTS.
A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which
may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12 AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

SECTION I-13 INDEPENDENT CONTRACTOR.
Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Clay Morgan, 177 Ollie Morgan Rd., Clyo, GA. 31303. It shall be Contractor’s responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.
ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.

The County shall pay the Contractor for his services as follows:

See attachment A for fee schedule.

These rates and fees shall remain in effect until project completion, without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed

No work shall take place without advanced written approval of the County's engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFQ will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.

The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.

The Contractor represents, understands and agrees that this is a “LUMP SUM” contract, to guarantee pricing for services contained herein.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

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).
Limits of Insurance:

Effective coverage shall have the following limits:

A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.

B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:

A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.

B. Extended Reporting Periods: The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage.

D. Cancellation/Non-Renewal Notification: Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.

E. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5)year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. Lapse in Coverage: A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

ARTICLE IV
WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County’s right to demand

01/30/2020 Page 6 of 11
exact and strict compliance by Contractor with the terms and conditions of this Contract.

ARTICLE V
GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor’s executors, administrators, heirs, personal representative, successors, or assigns.

ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of ____________________, 20___.

Rain-N-Shine Irrigation

_______________________________
Signature

_______________________________
Title

Witness - Signature

Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

_______________________________
WESLEY CORBITT, CHAIRMAN

Attest:

_______________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 20-29-004

COMMISSION APPROVAL DATE:
## Bid Results - RFQ No. 20-29-004 - Sandhill Recreation Complex - Upgrades

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>Rain-N-Shine- 42oz</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
<td><strong>Bid Price</strong></td>
</tr>
<tr>
<td>SECTION 1 - Batting Cages – COMPLETE</td>
<td>$9,975.00</td>
</tr>
<tr>
<td>SECTION 1 - Basketball Court – Outdoor – COMPLETE</td>
<td>$23,750.00</td>
</tr>
<tr>
<td>SECTION 2 - Basketball Court – Outdoor – Finish – COMPLETE</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>SECTION 3 - Batting Cages – Materials - COMPLETE</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>SECTION 3 - Basketball Courts – Materials - COMPLETE</td>
<td>$19,475.00</td>
</tr>
<tr>
<td>SECTION 3 - Soccer Goals - COMPLETE</td>
<td>$13,600.00</td>
</tr>
<tr>
<td>SECTION 3 - Pitching Machines - COMPLETE</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>SECTION 4 - Disc Golf - COMPLETE</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>SECTION 5 - Perimeter Fence &amp; Gates - COMPLETE</td>
<td>$9,400.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$128,500.00</strong></td>
</tr>
<tr>
<td>Structural Fill (if needed) CY</td>
<td>$12.50/CY</td>
</tr>
<tr>
<td>Projected Need: 900 CY</td>
<td>$11,250.00</td>
</tr>
<tr>
<td><strong>GRAND TOTAL (PROJECTED)</strong></td>
<td><strong>$139,750.00</strong></td>
</tr>
</tbody>
</table>
## Bid Results - RFQ No. 20-29-004 - Sandhill Recreation Complex - Upgrades

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>Rain-N-Shine- 42oz</th>
<th>CNB Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
<td><strong>Bid Price</strong></td>
<td><strong>Bid Price</strong></td>
</tr>
<tr>
<td>SECTION 1 - Batting Cages – COMPLETE</td>
<td>$9,975.00</td>
<td>$18,365.00</td>
</tr>
<tr>
<td>SECTION 1 - Basketball Court – Outdoor – COMPLETE</td>
<td>$23,750.00</td>
<td>$38,500.00</td>
</tr>
<tr>
<td>SECTION 2 - Basketball Court – Outdoor – Finish – COMPLETE</td>
<td>$12,500.00</td>
<td>$28,545.00</td>
</tr>
<tr>
<td>SECTION 3 - Batting Cages – Materials - COMPLETE</td>
<td>$25,000.00</td>
<td>$29,790.00</td>
</tr>
<tr>
<td>SECTION 3 - Basketball Courts – Materials - COMPLETE</td>
<td>$19,475.00</td>
<td>$23,658.00</td>
</tr>
<tr>
<td>SECTION 3 - Soccer Goals - COMPLETE</td>
<td>$13,600.00</td>
<td>$15,980.00</td>
</tr>
<tr>
<td>SECTION 3 - Pitching Machines - COMPLETE</td>
<td>$6,800.00</td>
<td>$7,820.00</td>
</tr>
<tr>
<td>SECTION 4 - Disc Golf - COMPLETE</td>
<td>$8,000.00</td>
<td>$10,170.00</td>
</tr>
<tr>
<td>SECTION 5 - Perimeter Fence &amp; Gates - COMPLETE</td>
<td>$9,400.00</td>
<td>$11,450.00</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$128,500.00</strong></td>
<td><strong>$184,278.00</strong></td>
</tr>
</tbody>
</table>

| Structural Fill (if needed) CY | $12.50/CY | $18.00/CY |
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02-04-2020
DATE: 01-23-2020
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: Christy Carpenter, Finance Director
ISSUE: Request approval of amendment for the 2019-2020 budget

BACKGROUND: 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.

FACTS AND FINDINGS:
1. 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. Tax Assessor’s Office
   a. Reallocation for computer software add-on to Q-Public
2. E-911
   a. Budget Increase – Funding from increased revenues to fund dispatcher pay rate changes approved 01/21/2020
3. Sheriff’s Office
   a. Budget Increase – Funding from GF Fund Balance to fund dispatcher pay rate changes approved 01/21/2020
4. Elections
   a. Reallocation to fund implantation of new voting machines and processes
5. Parks and Landscapes
   a. Reallocation to fund demolition/floor project
6. Jail
   a. Reallocation from Department 21 (Building Maintenance) to fund HVAC project for Blocks A, B, and F

ALTERNATIVES:
1. Approve the budget amendment for 2019-2020
2. Provide Staff with Direction

POLICY ANALYSIS: It is the policy of the Board of Commissioners to adhere to the Georgia law regarding budgets.

RECOMMENDATION: Staff recommends Alternative 1.

DOCUMENTS ATTACHED:
1. 2019-2020 Budget Amendment Resolution
RESOLUTION TO AMEND THE FY2019-2020 BUDGET

WHEREAS, the FY 2019-2020 budget of Effingham County was adopted on June 4th, 2019
and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and;
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham,
Georgia that the following amendment be made:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>Dept Name</th>
<th>Account Name</th>
<th>Account No.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>012</td>
<td>Tax Assess</td>
<td>COMPUTER MAINT. AGREEMENTS</td>
<td>100-1550-012-52-2208</td>
<td>3,055.00</td>
<td>To Fund Add-on to QPublic</td>
</tr>
<tr>
<td>012</td>
<td>Tax Assess</td>
<td>PER DIEM &amp; TRAVEL</td>
<td>100-1550-012-52-3701</td>
<td>(1,018.33)</td>
<td>To Fund Add-on to QPublic</td>
</tr>
<tr>
<td>012</td>
<td>Tax Assess</td>
<td>TRAINING SCHOOLS &amp; SEMINARS</td>
<td>100-1550-012-52-3702</td>
<td>(1,018.33)</td>
<td>To Fund Add-on to QPublic</td>
</tr>
<tr>
<td>012</td>
<td>Tax Assess</td>
<td>OFFICE SUPPLIES</td>
<td>100-1550-012-53-1101</td>
<td>(1,018.34)</td>
<td>To Fund Add-on to QPublic</td>
</tr>
<tr>
<td>035</td>
<td>E911 Salaries</td>
<td>911 REVENUE - GEORGIA DEPT OF REVENUE</td>
<td>215-3800-035-51-1100</td>
<td>31,000.00</td>
<td>To Fund Dispatcher Pay Rate Changes</td>
</tr>
<tr>
<td>008</td>
<td>Elections</td>
<td>ELECTION FEES</td>
<td>100-1410-008-52-1302</td>
<td>14,500.00</td>
<td>To Fund Implementation of New Voting Equipment &amp; Process</td>
</tr>
<tr>
<td>008</td>
<td>Elections</td>
<td>ELECTION OPERATION SUPPLY</td>
<td>100-1410-008-53-1115</td>
<td>36,115.00</td>
<td>To Fund Implementation of New Voting Equipment &amp; Process</td>
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<tr>
<td>008</td>
<td>Elections</td>
<td>SALARIES</td>
<td>100-1410-008-51-1100</td>
<td>43,755.00</td>
<td>To Fund Implementation of New Voting Equipment &amp; Process</td>
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<tr>
<td>008</td>
<td>Elections</td>
<td>OFFICE EQUIPMENT</td>
<td>100-1410-008-54-2501</td>
<td>(94,370.00)</td>
<td>To Fund Implementation of New Voting Equipment &amp; Process</td>
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<tr>
<td>030</td>
<td>Parks &amp; Landscape</td>
<td>R&amp;M - GENERAL(BUILDING)</td>
<td>270-6220-030-52-2202</td>
<td>2,000.00</td>
<td>To Fund Demo/Floor Project</td>
</tr>
<tr>
<td>030</td>
<td>Parks &amp; Landscape</td>
<td>R&amp;M - GENERAL(GROUNDS)</td>
<td>270-6220-030-52-2204</td>
<td>(2,000.00)</td>
<td>To Fund Demo/Floor Project</td>
</tr>
<tr>
<td>018</td>
<td>Jail</td>
<td>R &amp; M - GENERAL(EQUIPMENT)</td>
<td>100-3326-018-52-2203</td>
<td>69,000.00</td>
<td>To Fund HVAC Project for Blocks A,B&amp;F</td>
</tr>
<tr>
<td>021</td>
<td>Building Maint.</td>
<td>OTHER EQUIPMENT</td>
<td>100-1565-021-54-2502</td>
<td>(69,000.00)</td>
<td>To Fund HVAC Project for Blocks A,B&amp;F</td>
</tr>
</tbody>
</table>

The amendment is to re-allocate expenses for Departments 012, 008, and 030; and to adjust revenues and expenses in Departments 035, 017, and 021.

Approved this _____ day of __________________ 2020.

Attest: ________________________________  ________________________________
Stephanie D. Johnson, County Clerk               Wesley M. Corbitt, Chairman
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02/04/2020
DATE: 1/29/2020
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: Lee Newberry, County Attorney
ISSUE: Consideration to approve an access Easement Agreement between the Effingham County Board of Commissioners and Whispering Pines Properties, LLC located within Southern Hills Plantation subdivision

BACKGROUND: Mr. Chris Heidt addressed the Commission at the January 21, 2020 meeting regarding the need for access to a property located within Southern Hills located off of Hodgeville Road. The board was amicable to providing access.

FACTS AND FINDINGS:
1. An access easement agreement has been drafted by the County Attorney.
2. The easement is non-exclusive 30 foot wide and 180 foot long for ingress and egress to the Whispering Pines property.
3. The easement is located between Lot 75 and Lot 76 of Southern Hills.

ALTERNATIVES:
1. Approve the Access Easement Agreement as presented.
2. Do not approve the Access Easement Agreement as presented.

FUNDING: N/A

RECOMMENDATION: Staff recommends alternative number 1.

DOCUMENTS ATTACHED:
1. Agreement
ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (hereinafter referred to as “Agreement”) is made and entered into this ___ day of February, 2020 by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “Effingham County”), and Whispering Pines Properties, LLC (hereinafter referred to as “Whispering Pines”).

WITNESSETH:

WHEREAS, Effingham County owns the property located between Lot 75 and Lot 76, Southern Hills Plantation, Effingham County, Georgia and more particularly described on the plat recorded in Plat Book B104, Page E, in the records of the Clerk of Superior Court of Effingham County, Georgia which is attached hereto as Exhibit “A” and made a part hereof by this reference (hereinafter referred to as “County Property”); and

WHEREAS, Effingham County and Whispering Pines desire to enter into this Agreement granting Whispering Pines, its successors and assigns, the right to use the County Property to access its 10 acre, more or less, parcel as described on the plat recorded in Plat Book B21, Page E1, in the records of the Clerk of Superior Court of Effingham County, Georgia which is attached hereto as Exhibit “B” and made a part hereof by this reference (hereinafter referred to as “Whispering Pines Property”); and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid at and before the execution and delivery of these presents, the above-mentioned recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do covenant and agree as follows:

1. **Recitals.** The above preamble and recitals are hereby incorporated as if restated verbatim.
2. **Utility Easement.**

   a. **Grant.** Effingham County does hereby grant, bargain, and convey unto Whispering Pines, its successors and assigns, and creates and establishes for the benefit of Whispering Pines and its successors and assigns, a perpetual, appurtenant, non-exclusive 30 foot wide and 180 foot long access easement for ingress and egress to the Whispering Pines Property (hereinafter referred to as “Easement”). Said Easement is located between Lot 75 and Lot 76, Southern Hills Plantation, Effingham County, Georgia and more particularly described on the plat recorded in Plat Book B104, Page E, in the records of the Clerk of Superior Court of Effingham County, Georgia which is attached hereto as Exhibit “A” and made a part hereof by this reference. To have and to hold unto Whispering Pines, its successors and assigns, forever. Effingham County retains the right to use the Easement for any and all other purposes including but not limited to utilities and drainage.

   b. **Nature and Purpose.** The Easement is for the purpose of providing access across the lands of Effingham County and shall now and forever encumber and run with the land of Effingham County. The Easement is for the use and benefit of Whispering Pines and its guests, licensees, and invitees.

   c. **Terms and Conditions.** Whispering Pines, its successors and assigns, shall be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Easement for access purposes. Whispering Pines, its successors and assigns, shall not ever pave the Easement. The Easement shall remain dirt or loose gravel. The Whispering Pines Property shall not be subdivided by Whispering Pines or its successors and assigns. Whispering Pines, its successors and assigns, agrees to indemnify and hold harmless Effingham County from any costs, expenses, damages, claims or demands incurred or asserted against Effingham County as a result of or arising out of Whispering Pines, its successors or assigns, negligent use of the Easement.

3. **Terms, Conditions and Restrictions.**

   a. **Maintenance.** Whispering Pines, its successors and assigns, shall maintain the Easement for access purposes as it deems necessary. Effingham County shall not be responsible for maintaining the access Easement.

   b. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or
interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall compromise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

WHISPERING PINES PROPERTIES, LLC

By: ________________________________

Its: ________________________________

Signed, sealed and delivered this _____ day of February, 2020, in the presence of:

_______________________________
WITNESS

_______________________________
NOTARY PUBLIC
BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: _____________________________
   Wesley Corbitt
   Its: Chairman

Attest: _____________________________
   Stephanie Johnson
   Its: County Clerk

Signed, sealed and delivered this
____ day of February, 2020, in
the presence of:

___________________________
WITNESS

___________________________
NOTARY PUBLIC
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02/04/2020
DATE: 1/24/2020
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: EOM Operations

ISSUE: Annual presentation and public comment on the County Stormwater Management Plan for the Municipal Separate Stormsewer System (MS4) permit.

BACKGROUND: Effingham County was designated as a MS4 community in March 2014. Per the requirements of the Georgia Environmental Protection Division (GaEPD), the County was required to submit a Stormwater Management Plan (SWMP) for approval. The SWMP includes a non-structural best management practice (BMP) that requires a public notice and comment period annually on the SWMP and annual report.

FACTS AND FINDINGS:
1. The Stormwater Management Plan has been posted to the County Website for public review.
2. The SWMP was also published with the Board of Commissioner’s agenda announcing a presentation and public comment period.
3. The County will present a summary of the 2019 annual MS4 program activities during the Board of Commissioner’s meeting.
4. The presentation and all public comments will be documented and reported to the GaEPD as part of the MS4 annual report.

ALTERNATIVES:
1. No action needed by the Board. The report is for information only.

FUNDING: N/A

RECOMMENDATION: None. Presentation and Public Comment only.

DOCUMENTS ATTACHED:
1. Stormwater Management Plan – June 2018
Effingham County, Georgia

Stormwater Management Program (SWMP)

National Pollutant Discharge & Elimination System (NPDES)
Phase II Municipal Separate Storm Sewer System (MS4) Permit 2017-2022

June 2018

Submitted to:
Environmental Protection Division
Georgia Department of Natural Resources

June 2018
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Responsibility Party and Plan Certification

Responsible Official:

Steve Davis  
County Administrator  
601 N. Laurel Street  
Springfield, GA 31329  
(912) 754-2111

Designated Stormwater Management Program Contacts:

Brian Adlerstein, E.I.T.  
Engineer  
904 Pine Street  
Springfield, GA 31329  
(912) 754-8063

Sharing Responsibility

Effingham County does not share responsibility with any other entity for implementation of the best management practices outlined in Plan.

Certification Statement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name:  Steve Davis  Date:  

Signature:  Title: County Administrator
ACRONYMS

BMPs  Best Management Practices  
CIP  Capital Improvement Project  
E&S  Erosion & Sedimentation  
EOC  Emergency Operations Center  
EPD  Georgia Environmental Protection Division  
ERP  Enforcement Response Plan  
ESPC  Erosion, Sedimentation & Pollution Control  
GESA  Georgia Erosion & Sedimentation Act  
GIS  Geographic Information System  
GSMM  Georgia Stormwater Management Manual  
GSWCC  Georgia Soil & Water Conservation Commission  
IDDE  Illicit Discharge Detection & Elimination  
LDP  Land Disturbance Permit  
LIA  Local Issuing Authority  
MNGWPD  Metropolitan North Georgia Water Planning District  
MOA  Memorandum of Agreement  
MOU  Memorandum of Understanding  
MS4  Municipal Separate Storm Sewer System  
NOI  Notice of Intent  
NPDES  National Pollutant Discharge & Elimination System  
POC  Pollution of Concern  
QA/QC  Quality Assurance/Quality Control  
ROW  Right of Way  
SOP  Standard Operating Procedure  
SWCD  Soil and Water Conservation District  
SWMP  Stormwater Management Plan  
TSS  Total Suspended Solids
DEFINITIONS
The following definitions were established by the NPDES Phase II MS4 permit, signed on December 6, 2017, and are hereby included in Effingham County’s SWMP.

Annual Report means the document submitted by the permittee on an annual basis summarizing the SWMP activities conducted during the previous reporting period.

Best Management Practice or BMP means both structural devices to store or treat storm water runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

Construction Activity means the disturbance of soils associated with clearing, grading, excavating, filling of land, or other similar activities which may result in soil erosion.

Construction General Permits or CGPs means the Georgia NPDES Permit for Stormwater Discharges Associated with Construction Activity Nos. GAR100001, GAR100002, and GAR100003, which identify the Manual for Erosion and Sediment Control in Georgia (Green Book) and stream buffer requirements.

Control Measure means any BMP or other method used to prevent or reduce the discharge of pollutants to the waters of the State of Georgia.

CWA means the Federal Clean Water Act (formerly known as the Federal Water Pollution Control Act or the Federal Water Pollution Control Act Amendments of 1972), as amended.

Director means the Director of the Environmental Protection Division of the Department of Natural Resources, State of Georgia.

Discharge means the “discharge of a pollutant”.

Discharge-related Activities includes activities which cause, contribute to, or result in storm water point source pollutant discharge; and measures to control storm water discharges, including the siting, construction and operation of BMPs to control, reduce or prevent storm water pollution.

EPA or USEPA means the United States Environmental Protection Agency.

EPD means the Environmental Protection Division of the Department of Natural Resources, State of Georgia.

Existing Permittee means a Phase II municipal separate storm sewer system designated by EPD for coverage under this permit prior to the issuance date of this permit.
Illicit Connection means any man-made conveyance connecting a non-stormwater discharge directly to a municipal separate storm sewer system.

Illicit Discharge means any direct or indirect non-stormwater discharge to a municipal separate storm sewer system, including but not limited to, sewage, process wastewater, and washwater. The discharge may be continuous or intermittent in occurrence.

Linear Transportation Projects means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

Maximum Extent Practicable or MEP means the technology-based discharge standards and controls necessary for the reduction of pollutants discharged from a municipal separate storm sewer system. These standards and controls may consist of a combination of best management practices, control techniques, system design and engineering methods, and such other provisions for the reduction of pollutants as described in the Storm Water Management Program.

Municipal Separate Storm Sewer System or MS4 means a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains, owned or operated by a municipality or other public body, designed or used for collecting or conveying storm water runoff and is not a combined sewer or part of a Publicly Owned Treatment Works.

National Pollutant Discharge Elimination System or NPDES means the program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits under the CWA.

New Development means land disturbing activities, structural developments (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

New Permittee means a Phase II MS4 designated by EPD for coverage under this permit based on the 2020 or subsequent decennial U.S. Census, or based on other State designation criteria.

Notice of Intent or NOI means the mechanism used to register for coverage under this general permit.

Outfall means the most downstream point (i.e. final discharge point) on an MS4 where it discharges to waters of the State.

Owner or Operator means the owner or operator of any MS4 or any activity subject to regulation under the NPDES program.
**Permitted Area** means the area of City or County that is covered by this General NPDES Stormwater Permit. For a City, it refers to the entire City limits; for a County, it refers only to that part of the County contained within an “Urbanized Area” as defined by the latest Decennial Census by the Bureau of the Census.

**Point Source** means any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged into the waters of the State of Georgia. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

**Pollutant** means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

**POTW** means Publicly Owned Treatment Works.

**Small MS4** (defined in 40 CFR Part 122.26(b)(8)) means all separate storm sewers that are owned or operated by the United States, the State of Georgia, City, town, borough, County, parish, district, association, or other public body (either created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity or a designated and approved management agency under Section 208 of the CWA that discharges to the waters of the State of Georgia but is not defined as a “large” or “medium” MS4. This term includes systems similar to municipal MS4s, such as systems at military bases, large hospitals, universities, prison complexes, and highways and other thoroughfares. This definition does not include separate storm sewers in very discrete areas, such as individual buildings.

**State Act** means the Georgia Water Quality Control Act, as amended.

**State Rules or Rules** means the Georgia Rules and Regulations for Water Quality Control.

**Stormwater** means stormwater runoff, snow melt runoff, and surface runoff and drainage.

**SWMP or Program** means the stormwater management program required to be developed and implemented under the terms and conditions of this permit and refers to a comprehensive program to manage the quality of stormwater discharged from a MS4.

**Waters of the State** means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, wetlands, and all other bodies of surface or
subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
EXECUTIVE SUMMARY

In 1987, amendments to the Clean Water Act (CWA) established a legal framework and requirements for the United States Environmental Protection Agency (USEPA) to develop a comprehensive, phased program for regulating municipal and industrial stormwater discharges under the National Pollutant Discharge Elimination System (NPDES) permit program. In response, the USEPA instituted Phase I of the NPDES Stormwater Program in November 1990. The Phase I program required medium to large communities with populations of at least 100,000 people and with municipal separate storm sewer systems (MS4s) to develop programs to address the quality of their stormwater discharges. These amendments to the CWA also placed stormwater management requirements on many industries based upon standard industrial classification (SIC) codes, including stormwater permitting requirements on construction activities that disturbed five or more acres of land.

The NPDES Phase II Stormwater regulations were established in December 1999. The Phase II stormwater requirements affect smaller communities with MS4s serving populations of less than 100,000 people, as well as construction activities that disturb one or more acres of land. Only those small MS4s located in “urbanized areas”, as defined by the U.S. Bureau of the Census, are currently required to apply for a stormwater NPDES permit and develop a Storm Water Management Program (SWMP). The designated Stormwater Phase II permitting authority in the State of Georgia is the Environmental Protection Division (EPD) of the Georgia Department of Natural Resources.

Effingham County was designated by the Georgia EPD as a County that must seek coverage under the 2012-2017 NPDES Phase II MS4 Permit on ___________. As part of this permitting process, the County prepared a SWMP that was approved by the Georgia EPD. The Georgia EPD re-issued the NPDES Phase II MS4 permit, which became effective on December 6, 2017 and Effingham County submitted a Notice of Intent (NOI) to continue coverage under the re-issued permit. A copy of the County’s current permit and NOI is included in Appendix A of this SWMP.

Effingham County has been designated as a permittee with a population greater than 10,000 by the Georgia EPD and therefore must meet certain minimum requirements and BMPs as required by the County’s Phase II MS4 Permit. This SWMP has been revised to meet the requirements of the re-issued 2017 Phase II permit. The Plan addresses six Minimum Control Measures (MCMs), as listed below, and includes best management practices (BMPs) for the MCMs as well as supporting documentation in appendices:

- Public Education and Outreach
- Public Involvement/Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management in New Development and Redevelopment (including a Green Infrastructure/Low Impact Development Program)
• Pollution Prevention/Good Housekeeping for Municipal Operations

The Georgia EPD has also required the County to expand its SWMP to include BMPs to address the following Plans and Programs, if applicable, which are discussed in the SWMP and also included as appendices to the Plan:

• Enforcement Response Plan
• Impaired Waters
A. PUBLIC EDUCATION PROGRAM

40 CFR Part 122.34(b)(1) Requirement: You must implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.

The BMPs listed below address the requirements above in accordance with the guidelines included in Table 4.2.1(a) of the NPDES Phase II MS4 permit.

A.1. BMP: STORM WATER PRESENTATIONS

Permit Section: 4.2.1(a)1

A.1.1. Target Audience
General Public.

A.1.2. Description of BMP
The County provides educational opportunities to the community on the County storm water program, the impacts of pollution, and outreach activities through presentations which utilize lesson plans, books, resources and/or other educational tools.

A.1.3. Measurable Goal(s):
The County will promote storm water information and educational information four times during the reporting period.

A.1.4. Documentation for Annual Report:
The County will present information at a minimum of three events during the reporting period.

A.1.5. Schedule:
a. Annually, 2018-2022

A.1.6. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee.

A.1.7. Rationale for choosing BMP and setting measurable goal(s):
Public presentations provide educational opportunities to the public while also developing partnerships.

A.1.8. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit?
The benefits of providing the public with information can be difficult to measure, but utilizing various media is an effective way to promote environmental awareness and change habits for all ages.
A.2. BMP: EDUCATION THROUGH MEDIA OUTLETS
   Permit Section: 4.2.1(a)1

A.2.1. Target Audience
   Residents of Effingham County

A.2.2. Description of BMP
   The County has various media outlets to share information with the public, including the Effingham Herald and Effingham Now (Savannah Morning News) newspapers. Educational information will be provided to raise awareness and interest in storm water management.

A.2.3. Measurable Goal(s):
   The County will promote storm water information and educational information four times during the reporting period.

A.2.4. Documentation for Annual Report:
   The County will provide a summary of the information shared in the two local newspapers (articles with dates of publications) in each annual report.

A.2.5. Schedule:
   b. Annually, 2018-2022

A.2.6. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee.

A.2.7. Rationale for choosing BMP and setting measurable goal(s):
   Promoting storm water through local newspapers and other forms of media are great opportunities to share information with the community and are available to anyone who takes a newspaper and/or internet.

A.2.8. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit?
   The benefits of providing the public with information can be difficult to measure, but utilizing various media is an effective way to promote environmental awareness.
A.3. BMP: EDUCATION THROUGH WEBSITE
   Permit Section: 4.2.1(a)1

A.3.1. Target Audience
   General public

A.3.2. Description of BMP
   The County uses its website, www.effinghamCounty.org to disseminate storm water related information. Visitors to the website are able to learn more about the County’s storm water program, ways they may cause water pollution, how it affects our environment, and opportunities to reduce the negative impacts of storm water pollution.

A.3.3. Measurable Goal(s):
   The County will update the storm water related webpages as needed during the reporting period.

A.3.4. Documentation for Annual Report:
   a. Screenshot of webpage or summary of website changes

A.3.5. Schedule:
   a. Annually, 2018-2022

A.3.6. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee

A.3.7. Rationale for choosing BMP and setting measurable goal(s):
   The County’s website is available to a large portion of the population and is a good way to distribute storm water information.

A.3.8. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit?
   The benefits of providing the public with information can be difficult to measure, but the use of websites can allow for easy access 24 hours/day.
A.4. BMP: EDUCATIONAL BROCHURES
   Permit Section: 4.2.1(a)1

A.4.1. Target Audience
General public

A.4.2. Description of BMP
The City will distribute brochures designed to address stormwater pollution prevention at County Hall. Brochures will be reviewed on an annual basis and new brochures may be chosen and distributed. Brochures will be restocked as they run out. If available, electronic versions of the brochures will be posted on the website.

A.4.3. Measurable Goal(s):
   a. The County will review the brochures on an annual basis.

A.4.4. Documentation for Annual Report:
   a. Copies of brochures distributed during the reporting period.
   b. Number of brochures distributed (i.e. picked-up by the public)

A.4.5. Schedule:
   a. Annually, 2018-2022

A.4.6. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee

A.4.7. Rationale for choosing BMP and setting measurable goal(s):
County Hall receives a lot of foot traffic from County residents and is good location to distribute educational information to the public.

A.4.8. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit?
The will be able to determine if this BMP is effective based on the number of brochures that are taken by residents.
B. PUBLIC INVOLVEMENT / PARTICIPATION PROGRAM

40 CFR Part 122.34(b)(2) Requirement: You must, at a minimum, comply with State, Tribal, and local public notice requirements when implementing a public involvement/participation program.

The BMPs listed below address the requirements above in accordance with the guidelines included in Table 4.2.2(a) of the NPDES Phase II MS4 permit.

B.1. BMP: RIVERS ALIVE CLEAN-UP
   Permit Section: 4.2.2(a)1

   B.1.1. Target Audience
   Volunteers

   B.1.2. Description of BMP
   The County assists in the organization, promotion and participates in the annual Rivers Cleanup at various stream and river locations.

   B.1.3. Measurable Goal(s):
   The County will participate in one stream/river cleanup during the reporting period.

   B.1.4. Documentation for Annual Report:
   Summary of the event results including:
   - Waterways were clean-ups were performed
   - Number of participants and organizations involved
   - Estimate of volume of trash collected
   - Media coverage (if any)

   B.1.5. Schedule:
   a. Annually, 2018-2022

   B.1.6. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee

   B.1.7. Rationale for choosing BMP and setting measurable goal(s):
   Annual cleanups can raise public awareness on illegal dumping and urban runoff and discourage practices that generate non-point source pollution.
B.1.8. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit?

Annual cleanups are hands-on opportunities that are effective at increasing public awareness of pollution sources and will keep trash and debris out of public waters.
B.2. BMP: COMMUNITY OUTREACH CLEAN-UPS
   Permit Section: 4.2.2(a)1

B.2.1. Target Audience
   Volunteers

B.2.2. Description of BMP
   The County will assist, organize, promote and participate in community clean-ups (e.g. community and/or neighborhood clean-ups).

B.2.3. Measurable Goal(s):
   The County will participate in one community cleanup event during the reporting period.

B.2.4. Documentation for Annual Report:
   Summary of the event results including:
   • Location where clean-up was performed
   • Number of participants and organizations involved
   • Estimate of volume of trash collected
   • Media coverage (if any)

B.2.5. Schedule:
   One event per year, 2018 – 2022

B.2.6. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee

B.2.7. Rationale for choosing BMP and setting measurable goal(s):
   Trash management increases the aesthetic quality of our community, encourages public involvement, and reduces the amount of trash entering our waterways.

B.2.8. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit?
   Community cleanups are hands-on opportunities that are effective at increasing public awareness of pollution sources and will help keep trash and debris out of the waterways.
B.3. **BMP: PUBLIC INPUT ON SWMP AND ANNUAL REPORT**
   Permit Section: 4.2.2(a)1

B.3.1. **Target Audience**
   General public

B.3.2. **Description of BMP**
   The County will invite the public to provide input on the SWMP by posting this document as well as Annual Reports on the Stormwater Webpage on the County’s website. The webpage will contain a link that will allow the public to submit comments to the County on the best management practices included within the SWMP as well as on the activities summarized in the Annual Report.

B.3.3. **Measurable Goal(s):**
   • Post the City’s most recent SWMP update on the website after its approval by EPD.
   • Post each Annual Report on the website after its approval by EPD.

B.3.4. **Documentation for Annual Report:**
   Comments received by the City on the SWMP or Annual Report and a description of how they were addressed.

B.3.5. **Schedule:**
   Annual, 2018 – 2022

B.3.6. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator or designee

B.3.7. **Rationale for choosing BMP and setting measurable goal(s):**
   This BMP will allow the community the opportunity to be more involved in the County’s SWMP by having better access to the SWMP and Annual Report and provide an opportunity to submit comments on these documents.

B.3.8. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit?**
   The County will be able to gauge the effectiveness of this BMP based on the amount of comments are submitted by the public.
B.4. BMP: CITIZEN COMPLAINT  
Permit Section: 4.2.2(a)1

B.4.1. Description of BMP  
The County will provide complaint forms on the County’s website to allow the public to submit complaints related to stormwater runoff pollutants and illicit discharges. When an illicit discharge is detected through concerned citizens reports, source tracking methods are used such as observation and backtracking the discharge so that it can be eliminated. See Illicit Discharge Response Procedures in Appendix C. Complaint forms are available online at www.effinghamCounty.org and a copy is provided in Appendix C. Complaints can be accepted via telephone message or in person and will be tracked by the Complaint Receipt Log (see Appendix C).

B.4.2. Measurable Goal(s):  
The County will document each stormwater or illicit discharge related complaint received during the reporting period and investigate within three (3) business days.

B.4.3. Documentation for Annual Report:  
Summary of the citizen complaints received, including documentation and dates of complaints, investigations, and actions taken during the reporting period.

B.4.4. Schedule:  
Ongoing, 2018 – 2022

B.4.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designated designee

B.4.6. Rationale for choosing BMP and setting measurable goal(s):  
Providing the public a way to report complaints, will help reduce/eliminate stormwater pollution and illicit discharges.

B.4.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit  
The County will maintain the records of the number and types of illicit discharge complaints investigated and the number of illicit discharges eliminated through this BMP.
C. ILlicit Discharge DeteCtion and ELimination

40 CFR Part 122.34(b)(3) Requirement: You must develop, implement and enforce a program to detect and eliminate illicit discharges into your small MS4. You must:
A) Develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters of the State that receive discharges from those outfalls;
B) Effectively prohibit, through ordinance, or other regulatory mechanism, non-stormwater discharges into your storm sewer system and implement appropriate enforcement procedures and actions;
C) Develop and implement a plan to detect and address non-stormwater discharges, including illegal dumping, to your system; and
D) Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.

The BMPs listed below address the requirements above in accordance with the guidelines included in Table 4.2.3(a) of the NPDES Phase II MS4 permit.

C.1. BMP: LEGAL AUTHORITY
Permit Section: 4.2.3(a)1

C.1.1. Description of BMP
The County must prohibit through ordinance, or other regulatory mechanism, non-storm water discharges into the MS4 and implement appropriate enforcement procedures and actions. The County’s Stormwater Management Ordinance, which addresses illicit discharges, is provided in Appendix C.

C.1.2. Measurable Goal(s):
The County will evaluate the existing illicit discharge ordinance and if necessary, modify the ordinance during the reporting period.

C.1.3. Documentation for Annual Report:
a. Copy of ordinance, if revised during the reporting period

C.1.4. Schedule:
a. Prohibit illicit discharges: Ongoing
b. Review ordinance for needed updates: Annually, 2018 – 2022
C.1.5. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator or designee.

C.1.6. **Rationale for choosing BMP and setting measurable goal(s):**
An Illicit Discharge Ordinance is necessary to provide the County with the authority to implement an Illicit Discharge Detection and Elimination program.

C.1.7. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**
The County will maintain the records of the number and types of illicit discharges eliminated through enforcement of this ordinance.
C.2. BMP: MS4 OUTFALL MAP AND INVENTORY
Permit Section: 4.2.3(a)2

C.2.1. Description of BMP
The County has completed a Geographic Information System (GIS) inventory of its stormwater outfalls within its Phase II MS4 area. The County developed a spreadsheet inventory and a map showing the location of outfalls from the MS4 and the names and location of all waters of the State that receive discharges from those outfalls. The outfall map and inventory of the MS4 Outfalls are provided in Appendix C.

Each year, the County will update the map and inventory to reflect the addition of outfalls from new infrastructure projects or developments and remove any outfalls that have been reclassified or removed from its MS4.

C.2.2. Measurable Goal(s):
(a) Maintain and update a map showing the location of all outfalls from the MS4 and the names and location of all waters of the State that receive discharges from those outfalls
(b) Maintain and update a database inventory of all outfalls from the MS4 within its designated MS4 area

C.2.3. Documentation for Annual Report:
(a) Updated MS4 outfall inventory and map
(b) Number of outfalls added during the reporting period
(c) Total number of outfalls

C.2.4. Schedule:
(a) Annually, 2018 – 2022

C.2.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator

C.2.6. Rationale for choosing BMP and setting measurable goal(s):
The County needs an accurate inventory of its MS4 outfalls to implement an effective dry weather screening program. Ensuring that outfalls screened are actual MS4 outfalls will make the most efficient use of County resources.

C.2.7. How will the City determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
The County will maintain the records of the number and types of illicit discharges eliminated through implementation of the dry weather screening program.
C.3. BMP: ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) PLAN

Permit Section: 4.2.3(a)3

C.3.1. Description of BMP
The County has developed an IDDE plan including inspection and investigative procedures forms as well as an IDDE Guidance Manual. The IDDE plan establishes an inspection program for MS4 outfalls to determine if upstream facilities/connections are discharging non-stormwater flows to the drainage system and eliminating all identified illicit discharges. The IDDE plan is included in Appendix C.

The County will perform inspections and/or dry weather screening of the MS4 outfalls within its current inventory in accordance with the procedures outlined in the IDDE Plan. The County will investigate any potential illicit discharges in accordance with the procedures in the IDDE Plan. Suspect or obvious illicit discharges require follow-up actions and activities, as specified in the IDDE Plan to determine the specific source(s) of contamination. Should the County positively identify any illicit discharges, the County will perform enforcement actions as dictated by the Stormwater Management Ordinance, the IDDE Plan, and the County’s Enforcement Response Plan (ERP) to remove positively identified illicit discharges. A copy of the County’s ERP is included in Appendix E.

C.3.2. Measurable Goal(s):
   a. Inspect a minimum of 20% of County maintained outfalls within the urbanized area annually
   b. Investigate and perform source tracing for 100% of all suspected illicit discharges
   c. Enforce the Stormwater Management Ordinance (w/Illlicit Discharge provision), IDDE Plan, and ERP for 100% of positively identified illicit discharges

C.3.3. Documentation for Annual Report:
   a. Number of MS4 outfalls inspected during the reporting period
   b. Map and completed Dry Weather Outfall Screening Forms screening forms for all MS4 Outfalls screened within the reporting period
   c. Records of any source tracing, illicit discharge investigations, or enforcement activities conducted as a result of dry weather screening activities

C.3.4. Schedule:
   a. Annual, 2018 – 2022: Inspect MS4 Outfalls/conduct dry weather screening
   b. Ongoing, 2018 – 2022: Perform source tracing, as needed
   c. Ongoing 2018 – 2022: Enforce Illicit Discharge Ordinance, IDDE Plan, and ERP as needed
C.3.5. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator or designee

C.3.6. **Rationale for choosing BMP and setting measurable goal(s):**
Dry weather screenings are useful in identifying illicit discharges and sources. Appropriate corrective and enforcement actions will be taken if an illicit discharge is detected.

C.3.7. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**
The County will maintain the records of the number and types of illicit discharges investigated and eliminated through implementation of this BMP.
C.4. **BMP: ILLICIT DISCHARGE EDUCATION**

   Permit Section: 4.2.3(a)4

C.4.1. **Description of BMP**

   The County will disseminate education materials (e.g. brochures, pamphlets) to the public businesses, and government employees about the hazards of illicit discharges.

C.4.2. **Measurable Goal(s):**

   a. The County will provide at a minimum one educational document to the public, businesses and government employees during the reporting period.

C.4.3. **Documentation for Annual Report:**

   The County will provide a summary that includes the date, type of educational information, and method of how it was shared in each annual report.

C.4.4. **Schedule:**

   a. Annually, 2018 – 2022

C.4.5. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator or designee

C.4.6. **Rationale for choosing BMP and setting measurable goal(s):**

   Educating the community about the negative impacts of illicit discharges can help identify problems that may be occurring and have a positive effect on the environment when eliminated.

C.4.7. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**

   The benefits of providing the public with information can be difficult to measure, but is an effective way to instill environmental awareness and change habits.
C.5. BMP: CITIZEN COMPLAINT RESPONSE
Permit Section: 4.2.3(a)5

C.5.1. Description of BMP
The County maintains ordinances that give legal enforcement authority to require all illicit connections to the drainage system to be discontinued. When an illicit discharge is detected, either through concerned citizens reports or departmental monitoring, source tracking methods are used such as observation and backtracking the discharge so that it can be eliminated. See the IDDE Guidance Manual in Attachment C. Complaint forms are available online at the Storm Water Site at http://www.effinghamCounty.org/515/Storm-Water and can be accepted via telephone message (912.754.8063) or in person and will be tracked by the Complaint Receipt Log. See the Complaint Receipt Log and Complaint Response Form in Appendix C.

C.5.2. Measurable Goal(s):
The County will document each illicit discharge related complaint received during the reporting period and investigate within 3 business days.

C.5.3. Documentation for Annual Report:
The County will provide a summary that includes the complaint date, type and status of each complaint in each annual report.

C.5.4. Schedule:
a. Ongoing, 2018 – 2022

C.5.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee

C.5.6. Rationale for choosing BMP and setting measurable goal(s):
Tracking illicit connection complaints will assist with reducing/eliminating discharges, record keeping and monitoring problem areas.

C.5.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
The citizen complaint process is a great opportunity for citizens and the local government to work together and will be effective if the proper information is collected, provided to the appropriate authority, and investigated in a timely manner.
D. **CONSTRUCTION SITE STORMWATER RUNOFF CONTROL**

40 CFR Part 122.34(b)(4) Requirement: You must develop, implement, and enforce a program to reduce pollutants in any stormwater runoff to your small MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of stormwater discharges from construction activity disturbing less than one acre must be included in your program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more. Your program must include:

A) An ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance;

B) Requirements for construction site operators to implement appropriate erosion and sediment control best management practices;

C) Requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality;

D) Procedures for site plan review which incorporate consideration of potential water quality impacts;

E) Procedures for receipt and consideration of information submitted by the public; and

F) Procedures for site inspection and enforcement of control measures.

The BMPs listed below address the requirements above in accordance with the guidelines included in Table 4.2.4(a) of the NPDES Phase II MS4 permit.

**D.1. BMP: LEGAL AUTHORITY**

 Permit Section: 4.2.4(a)1

**D.1.1. Description of BMP**

The County has established legal authority to require and enforce appropriate erosion and sediment controls by adopting the State model Erosion, Sedimentation and Pollution Control Ordinance (E&S Ordinance) that reflects the most recent amendments to the Georgia Erosion and Sedimentation Act (GESA). A copy of this Ordinance is included in Appendix B.

The County has also developed a Litter Ordinance that addresses the management of construction site debris and litter. A copy of the County’s Litter Ordinance is included in Appendix B.
The County will review and revise these Ordinances, as needed, to ensure appropriate erosion and sediment controls are in place at construction sites and submit a copy of the Ordinances, if revised, to the Georgia EPD with the Annual Report.

D.1.2. **Measurable Goal(s):**
   a. Enforce erosion and sediment controls through the County’s E&S and Litter Ordinances
   b. Review the Ordinances annually to determine if any updates are needed

D.1.3. **Documentation for Annual Report:**
   a. Copy of Ordinance, if revised during reporting period

D.1.4. **Schedule:**
   a. Enforce E&S and Litter Ordinances: Ongoing
   b. Review Ordinances for needed updates: Annually, 2018 – 2022

D.1.5. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator

D.1.6. **Rationale for choosing BMP and setting measurable goal(s):**
This ordinance is needed to allow the County to implement an Erosion and Sedimentation Control Program. It is also required by the State that all LIAs adopt the model ordinance.

D.1.7. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**
The County will maintain the records of the number and types of E&S violations investigated and the number of sediment discharges eliminated through implementation of the ordinance.
D.2. BMP: SITE PLAN REVIEW PROCEDURES
Permit Section: 4.2.4(a)2

D.2.1. Description of BMP
The County accepts erosion and sedimentation (E&S) site plans submitted for Land Disturbing Activity (LDA) permits for sites that disturb 1.0 acre or larger and plans are reviewed by the Georgia Soil and Water Conservation Commission. Site Plans may also be required to be reviewed if the project is part of a common plan of development or sale. No LDA permit will be issued without GSWCC approval. See Site Plan Review Procedures and Construction Site Inspection Forms in Appendix D.

D.2.2. Measurable Goal(s):
The County will review 100% of the site plans submitted for an LDA permit for sites disturbed of 1.0 acre or larger during the reporting period.

D.2.3. Documentation for Annual Report:
The County will provide a list of site plans received and the number of site plans reviewed, approved or denied in each annual report.

D.2.4. Schedule:
a. Review ESPC Plans: Ongoing
b. Prepare and submit Site Plan Review database: Annually, 2018 – 2022

D.2.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator

D.2.6. Rationale for choosing BMP and setting measurable goal(s):
The County is performing this effort as part of its responsibility as an Issuing Authority under the State of Georgia’s Erosion and Sedimentation Control Act.

D.2.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
By requiring the review of 1.0 acres or more, this allows the County to ensure proper design of BMP’s, otherwise there is no guarantee.
D.3. BMP: EROSION & SEDIMENTATION (E&S) INSPECTION PROGRAM
Permit Section: 4.2.4(a)3

D.3.1. Description of BMP
The County inspects active construction projects within the County that obtain Land Disturbing Activity (LDA) permits. Sites are inspected for compliance with their approved Erosion and Sedimentation (E&S) Control Plan. See Appendix C for E&S Inspection Procedures and Forms.

D.3.2. Measurable Goal(s):
The County will inspect each construction site at a minimum of three times (e.g. following installation of initial best management practices (BMPs) during active construction, and after final site stabilization).

D.3.3. Documentation For Annual Report:
   a. List of active construction sites
   b. Completed E&S Inspection Checklists

D.3.4. Schedule:
   a. Inspect and document active construction sites: Ongoing
   b. Prepare and submit list of active construction sites: Annually, 2018 – 2022

D.3.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator

D.3.6. Rationale for choosing BMP and setting measurable goal(s):
The County is performing this effort as part of its responsibility as an Issuing Authority under the State of Georgia’s Erosion and Sedimentation Control Act.

D.3.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
By inspecting project BMPs, this will ensure proper installation/maintenance and reduce pollutants from entering waters of the State.
D.4. **BMP: E&S ENFORCEMENT PROCEDURES**
   Permit Section: 4.2.4(a)4

   **D.4.1. Description of BMP**
   The County maintains ordinances that provide legal enforcement authority to address E&S violations. If a violation of the County ordinance is found, then the appropriate enforcement actions are taken, which may include verbal warning, stop work order, etc. All violations will be investigated and the resolution will be recorded. See Appendix D for enforcement procedures for Construction Site Inspections.

   **D.4.2. Measurable Goal(s):**
   The County will respond and document 100% of the E & S violations during the reporting period.

   **D.4.3. Documentation for Annual Report:**
   The County will provide a summary of all E & S violations, any enforcement actions taken, including the number and type (e.g. Notice of Violation, Stop Work Order) and status (e.g. pending, resolved) in each annual report.

   **D.4.4. Schedule:**
   a. Ongoing throughout the year, 2018-2022

   **D.4.5. Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator or designee

   **D.4.6. Rationale for choosing BMP and setting measurable goal(s):**
   The County is performing this effort as part of its responsibility as an Issuing Authority under the State of Georgia’s Erosion and Sedimentation Control Act.

   **D.4.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**
   If failures are being corrected then the enforcement procedures are effective.
D.5. **BMP: CITIZEN COMPLAINT RESPONSE**  
Permit Section: 4.2.4(a)5

D.5.1. **Description of BMP**  
Anyone can submit E&S complaints verbally or in writing to the County’s Development Services Office. Each complaint is logged, investigated and documented. C. Complaint forms are available online at the Storm Water Site at [http://www.effinghamCounty.org/515/Storm-Water](http://www.effinghamCounty.org/515/Storm-Water) and can be accepted via telephone message (912.754.8063) or in person and will be tracked by the Complaint Receipt Log. See the E&S Complaint Procedures and Form in Appendix D.

D.5.2. **Measurable Goal(s):**  
The County will respond and document 100% of the E & S complaints received within 3 business days during the reporting period.

D.5.3. **Documentation for Annual Report:**  
The County will provide a summary of the E & S complaints received (e.g. complaint date, type of complaint, complaint status) in each annual report.

D.5.4. **Schedule:**  
a. Ongoing, 2018 – 2022

D.5.5. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator

D.5.6. **Rationale for choosing BMP and setting measurable goal(s):**  
The County is performing this effort as part of its responsibility as an Issuing Authority under the State of Georgia’s Erosion and Sedimentation Control Act.

D.5.7. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**  
Citizens are provided a way to make a complaint and legitimate issues are resolved.
D.6. **BMP: EMPLOYEE E&S CERTIFICATION**  
Permit Section: 4.2.4(a)6

D.6.1. **Description of BMP**  
The County MS4 staff involved in construction activities subject to the Construction General Permits (CGPs) are trained and certified in accordance with the rules adopted by the Georgia Soil and Water Conservation Commission (GSWCC), including site inspection and enforcement of control measures.

D.6.2. **Measurable Goal(s):**  
The County will ensure that the MS4 staff involved in construction activities are trained and certified in accordance with the rules adopted by the GSWCC.

D.6.3. **Documentation for Annual Report:**  
The County will provide the number and type of current certifications held by MS4 staff in each annual report.

D.6.4. **Schedule:**  
   a. Ongoing, 2018 – 2022

D.6.5. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator

D.6.6. **Rationale for choosing BMP and setting measurable goal(s):**  
The County is performing this effort as part of its responsibility as an Issuing Authority under the State of Georgia’s Erosion and Sedimentation Control Act.

D.6.7. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**  
Properly trained inspectors are able to identify problem areas for correction.
E. POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT & REDEVELOPMENT

40 CFR Part 122.34(b)(5) Requirement: You must develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into your small MS4. You must:

A) Develop and implement strategies which include a combination of structural and/or non-structural BMPs appropriate for your community;

B) Use an ordinance or other regulatory mechanism to address post-construction runoff from new development or redevelopment projects; and

C) Ensure adequate long-term operation and maintenance of BMPs.

The BMPs listed below address the requirements above in accordance with the guidelines included in Table 4.2.5(a) of the NPDES Phase II MS4 permit.

E.1. BMP: LEGAL AUTHORITY

Permit Section: 4.2.5(a)1

E.1.1. Description of BMP

The County must use and ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects to the extent allowable under State and local law. See the Stormwater Management Ordinance in Appendix B.

This ordinance requires the use of post-construction stormwater management and site planning and design criteria consistent with those listed in Section 4.2.5.1 of the County’s NDPES Phase II MS4 permit to protect stormwater from negative impacts associated with land development, including the stormwater design criteria established in the Coastal Stormwater Supplement (CSS) to the Georgia Stormwater Management Manual (GSMM). The ordinance and design manual applies to new development and redevelopment that creates or adds more than 5,000 square feet of impervious surface or that involves land disturbing activities of 1 acre or more, including projects less than 1 acre if they are part of a larger common plan of development or sale.

The County will apply their adopted performance standards during the design of County-construction projects, with the possible exception of linear projects. If the County designs a linear construction project, for which it would be impossible to apply the performance standards, the County will develop a feasibility program which sets reasonable criteria for determining when implementing performance standards for linear projects is infeasible.
This will be submitted to EPD, and applied to future linear construction projects only upon approval.

The County will review and revise Stormwater Management Ordinance, as needed, to ensure appropriate post construction stormwater controls are in place to and submit a copy of the Ordinance, if revised, to the Georgia EPD with the Annual Report.

E.1.2. **Measurable Goal(s):**
   a. Enforce the use of the Post Construction Standards in the County’s Stormwater Management Ordinance for applicable development and redevelopment
   b. Annually evaluate the County’s Stormwater Management Ordinance for post construction stormwater runoff requirements to determine if revisions are required
   c. Update the ordinance, if required
   d. If and when needed, develop linear project feasibility program to apply to future linear projects

E.1.3. **Documentation for Annual Report:**
   a. Updated Post Construction Standards/ Stormwater Management Ordinance, if updated during the reporting period
   b. If developed, linear project feasibility program

E.1.4. **Schedule:**
   a. Enforce the use of the Stormwater Management Ordinance, Post Construction Standards during plan review: Ongoing, 2018 – 2022:
   c. If and when needed, develop linear project feasibility program, and submit to EPD for approval.

E.1.5. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator

E.1.6. **Rationale for choosing BMP and setting measurable goal(s):**
Ordinances are an effective way to establish performance standards for runoff controls. In order to protect the environment from stormwater runoff impacts all new developments and redevelopment site plans have to address stormwater runoff quality and quantity impacts resulting from alteration of the landscape. The County’s future ordinance will promote the design and construction of structural and non-structural BMPs that will control and reduce the impacts of stormwater runoff from newly constructed and redeveloped sites.
E.1.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit

The County will maintain the records of the number of stormwater management plans reviewed and approved in accordance with this ordinance and the GSMM. By taking a better site design approach to stormwater management plan design, the County will ensure that new and re-development projects comply with applicable post construction stormwater management requirements related to water quality. Furthermore, the ordinance and CSS require that all stormwater management site plans be designed to reduce TSS by 80% and to reduce the volume of stormwater runoff associated with the first 1.2” of rain.
E.2. **BMP: STORMWATER MANAGEMENT STRUCTURE INVENTORY**  
Permit Section: 4.2.5(a)2

E.2.1. **Description of BMP**  
The County updates, as needed, the inventory of all publicly owned post-construction storm water management structures (e.g. detention/retention ponds, water quality vaults, infiltration structures) and only those privately-owned structures designed after the February 15, 2015 deadline for adoption of the GSMM with the CSS (e.g. new structures) that are located within the urbanized area.

The County currently has not identified any post-construction stormwater management structures within the urbanized area. In the future when new ponds area added to the urbanized area, the County’s inventory shall include information on the number and types of structures, and ownership.

E.2.2. **Measurable Goal(s):**  
   a. Update inventory of post construction stormwater management structures (detention/retention ponds and water quality vaults)

E.2.3. **Documentation For Annual Report:**  
   a. Updated inventory of post construction stormwater management structures, including structures added during the reporting year

E.2.4. **Schedule:**  
   a. Annually, 2018 – 2022

E.2.5. **Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator or designee

E.2.6. **Rationale for choosing BMP and setting measurable goal(s):**  
This BMP provides the information necessary for the County to implement the maintenance provisions of its Post Construction Stormwater Management Ordinance and to implement the Private Detention Pond/Stormwater Control Inspection BMP E.3.

E.2.7. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**  
Detention ponds are supposed to be designed to remove 80% of TSS. Routine inspection and required maintenance ensure that ponds continue to function to meet this water quality goal.
E.3. BMP: STORMWATER MANAGEMENT STRUCTURE INSPECTION PROGRAM

Permit Section: 4.2.5(a)3

E.3.1. Description of BMP
The County inspects all County and private maintained construction storm water management structures within the urbanized area so that 100% are inspected within the 5-year permit term. Each inspection is documented and if maintenance and/or repairs are needed, the owner will be notified. See Appendix D for the Operation and Maintenance Inspection Report for Storm Water Management Ponds Form and the MS4 Inspection, Maintenance and Water Disposal Procedures.

E.3.2. Measurable Goal(s):
   a. Inspect all stormwater management structures (i.e., detention/retention ponds and water quality vaults) in one zone per year so that 100% of structures are inspected within 5 years
   b. Document inspections

E.3.3. Documentation for Annual Report:
   a. Inspection records for detention/retention ponds and water quality vaults

E.3.4. Schedule:
   a. Ongoing, 2018 – 2022

E.3.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee

E.3.6.

E.3.7. Rationale for choosing BMP and setting measurable goal(s):
This BMP allows the County to ensure that detention ponds/stormwater controls are operating effectively to remove pollutants.

E.3.8. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit

Detention ponds are supposed to be designed to remove 80% of TSS. Routine inspection and appropriate maintenance ensure that ponds continue to function to meet this water quality goal.
E.4. BMP: STORMWATER MANAGEMENT STRUCTURE MAINTENANCE PROGRAM
Permit Section: 4.2.5(a)4

E.4.1. Description of BMP
The County implements a long-term operation and maintenance program for post construction storm water management structures for 1) County owned structures, 2) publicly-owned structures by other entities, and 3) privately-owned structures with construction completed after the effective date of the previous permit (December 6, 2012) that are located within the urbanized area. For information on the County Inspection Program, see the MS4 Inspection, Maintenance and Waste Disposal Procedures in Appendix D.

E.4.2. Measurable Goal(s):
   a. Implement the Post-Construction Stormwater Inspection and Maintenance Program included in Appendix D of this Plan
   b. Maintain 100% of County-owned or maintained stormwater management structures (ponds and vaults) as needed and identified through inspections over a five-year period
   c. Ensure that 100% of all private stormwater management structures, as well as structures owned by public entities other than the County (where feasible), are designed in accordance with the County’s Post Construction Standards and have a Maintenance and Inspection Agreement
   d. Notify private owners (and public entities, where feasible/if applicable) with Inspection and Maintenance Agreements of pond/vault maintenance needs identified through inspection

E.4.3. Documentation for Annual Report:
   a. Documentation of maintenance activities conducted by the County or their designated representative, including a list of structures maintained and type of maintenance
   b. Copy of maintenance agreements with Private or Public Entities (excluding the County) that own/operate/maintain stormwater management structures, including a summary list of these maintenance agreements

E.4.4. Schedule:
   a. Implement Post-Construction Stormwater Inspection and Maintenance Program, including inspection and maintenance of structures: Ongoing, 2018-2022

E.4.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator

E.4.6. Rationale for choosing BMP and setting measurable goal(s):
By requiring developers/property owners to develop plans for inspecting and maintaining their detention ponds or other stormwater facilities through an Inspection and
Maintenance Agreement, the County has the legal means to ensure that these facilities will be maintained and function properly after construction is complete.

**E.4.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**

Detention ponds are supposed to be designed to remove 80% of TSS. Routine inspection and appropriate maintenance ensure that ponds continue to function to meet this water quality goal.
E.5  BMP: GREEN INFRASTRUCTURE (GI) LOW IMPACT DEVELOPMENT (LID) STRUCTURE INVENTORY
   Permit Section: 4.2.5(a)5

E.5.1. Description of BMP
The County will maintain an inventory of GI/LID structures within the County that were constructed after ____________, the date the County was designated as an NPDES Phase II MS4. Currently no GI/LID structures existed within the County’s urbanized area. When a GI/LID structure is added to the County’s urbanized area, it will entered into an inventory listing the type, number, and location, of GI/LID structures such as bio-retention, bio-swales, pervious pavement, rain gardens, cisterns, and green roofs, etc.

The County will update their existing GI/LID inventory annually as new structures are completed or existing structures are identified to include 1) County-owned structures and/or structures that are the operational responsibility of the County; 2) structures that are owned by a public entity other than the Effingham County; and 3) privately-owned, non-residential GI/LID structures.

E.5.2. Measurable Goal(s):
   a. Update inventory of GI/LID structures as new structures are completed

E.5.3  Documentation For Annual Report:
   a. Updated inventory, including those structures added during the reporting period

E.5.4 Schedule:
   a. Annually, 2018-2022

E.5.5 Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator

E.5.6 Rationale for choosing BMP and setting measurable goal(s):
This BMP allows the County to identify the location of GI/LID structures.

E.5.7 How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
Each type of GI/LID practice has an estimated pollutant removal efficiency. By encouraging the incorporation of these types of practices in new and redevelopment, the County can estimate the amount of pollutants being removed through these practices. Furthermore, an inventory is necessary for inspection and maintenance purposes.


E.6  **BMP: GI/LID PROGRAM**  
**Permit Section: 4.2.5(a)6**

**E.6.1. Description of BMP**  
The County will develop and implement a program for the inspection and maintenance of inventoried GI/LID structures, including County-owned structures, structures owned by other public entities, and privately-owned, non-residential structures. The program will meet the requirements specified by Section 4.2.5(a)6 and 7 of the County’s NPDES Phase II MS4 Permit. The County will submit a copy of the program to the EPD no later than February 15, 2020 and include the GI/LID Program as an addendum to this SWMP (Appendix G).

**E.6.2. Measurable Goal(s):**  
a. Develop and implement GI/LID Program and submit to the EPD by February 15, 2020

**E.6.3 Documentation For Annual Report:**  
a. GI/LID Program (by 2020)  
b. After 2020, copy of GI/LID Program if updated during the reporting period

**E.6.4 Schedule:**  
a. February 15, 2020 and annually thereafter

**E.6.5 Person (Position) Responsible for Overall BMP Management and Implementation:** Planning and Zoning Director, Public Works Director

**E.6.6 Rationale for choosing BMP and setting measurable goal(s):**  
This BMP allows the County to identify the location and maintenance needs of GI/LID structures.

**E.6.7 How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**  
Each type of GI/LID practice has an estimated pollutant removal efficiency. By encouraging the incorporation of these types of practices in new and redevelopment, the County can estimate the amount of pollutants being removed through these practices. Furthermore, an inventory is necessary for inspection and maintenance purposes.
E.7 BMP: GI/LID INSPECTION AND MAINTENANCE PROGRAM
Permit Section: 4.2.5(a)7

E.7.1. Description of BMP
Beginning in 2020, the County or their designated representative will conduct inspections and/or ensure inspections are conducted on 100% of inventoried GI/LID structures in accordance with the inspection schedule set forth in the County’s GI/LID Program discussed in BMP E.6. Maintenance will be conducted as needed on County-owned structures, and the County will implement maintenance procedures for inventoried structures that are not owned by the County in accordance with the GI/LID Program developed as BMP E.6.

E.7.2. Measurable Goal(s):
   a. Beginning in 2020, conduct inspections of GI/LID structures in accordance with County GI/LID Program
   b. Beginning in 2020, conduct maintenance of County-owned GI/LID structures as needed
   c. Beginning in 2020, implement maintenance procedures for inventoried GI/LID structures not owned by the County in accordance with County GI/LID Program

E.7.3 Documentation For Annual Report:
   a. Documentation of inspections
   b. Number of structures and percentage of total structures maintained during the reporting period
   c. Documentation of maintenance procedures and activities

E.7.4 Schedule:
   b. 2020 and annually thereafter as specified by the County’s GI/LID Program

E.7.5 Person (Position) Responsible for Overall BMP Management and Implementation: Planning and Zoning Director, Public Works Director

E.7.6 Rationale for choosing BMP and setting measurable goal(s):
This BMP allows the County to identify the location and maintenance needs of GI/LID structures.

E.7.7 How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
Each type of GI/LID practice has an estimated pollutant removal efficiency. By encouraging the incorporation of these types of practices in new and redevelopment, the County can estimate the amount of pollutants being removed through these practices. Furthermore, an inventory is necessary for inspection and maintenance purposes.
F. **POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS**

40 CFR Part 122.34(b)(6) Requirement: You must develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations.

The BMPs listed below address the requirements above in accordance with the guidelines included in Table 4.2.6(a) of the NPDES Phase II MS4 permit.

F.1. **BMP: MS4 CONTROL STRUCTURE INVENTORY AND MAP**

Permit Section: 4.2.6(a)1

F.1.1. **Description of BMP**

The County’s MS4 is made up of the structures and facilities that are used for collecting, conveying, storing and/or treating stormwater from the source drainage area to the point of final outlet. The County’s NPDES Phase II Small MS4 Permit defines a MS4 as follows:

“Municipal Separate Storm Sewer System or an MS4 means a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains, owned or operated by a municipality or other public body, designed or used for collecting or conveying storm water runoff and is not a combined sewer or part of a Publicly Owned Treatment Works.”

The County maintains an inventory and map of the MS4 structures within the urbanized area. The inventory and map include catch basins, ditches (miles or linear feet), detention/retention ponds, and storm drain lines (miles or linear feet) within the urbanized area.

F.1.2. **Measurable Goal(s):**

a. Maintain and update a map of the County’s MS4 control structures, including catch basins, ditches, County-owned detention/retention ponds, and storm drain lines

b. Maintain and update a database inventory of the County’s MS4 control structures, including catch basins, ditches, County-owned detention/retention ponds, and storm drain lines

F.1.3. **Documentation for Annual Report:**

a. Updated MS4 control structure inventory and map, at a minimum including catch basins, ditches, County-owned detention/retention ponds, and storm drain lines

b. Number of structures added during the reporting period

c. Total number of structures
F.1.4. **Schedule:**
   a. Annually, 2018 – 2022

**Person (Position) Responsible for Overall BMP Management and Implementation:**
County Administrator

F.1.5. **Rationale for choosing BMP and setting measurable goal(s):**
This BMP provides the information necessary for the County to implement the MS4 Inspection and Maintenance Program.

F.1.6. **How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**
The MS4 must function as designed in order to reduce pollutants discharged from the system. Routine inspection and appropriate maintenance ensure that the MS4 continues to function to meet this water quality goal.
F.2. BMP: MS4 INSPECTION PROGRAM
Permit Section: 4.2.6(a)2

F.2.1. Description of BMP
The County conducts inspections on the MS4 control structures (e.g. catch basins, ditches, ponds and end of pipes) within the urbanized area so that 100% are inspected within the 5 year permit term. Each inspection is documented and tracked using GIS technology where applicable. See Appendix D – MS4 Inspection, Maintenance and Waste Disposal Procedures and Storm Water System Inspection Form.

F.2.2. Measurable Goal(s):
   a. Inspect the MS4 structures (at a minimum, catch basins, ditches, County-owned detention/retention ponds, and storm drain end of pipes) in one zone per year so that 100% of structures are inspected within 5 years
   b. Conduct at least one inspection per year

F.2.3. Schedule:
   - December 31, 2018 – Inspect at least 20% of MS4 structures
   - December 31, 2019 – Inspect at least 20% of MS4 structures
   - December 31, 2020 – Inspect at least 20% of MS4 structures
   - December 31, 2021 – Inspect at least 20% of MS4 structures
   - December 31, 2022 – Inspect at least 20% of MS4 structures

F.2.4. Documentation for Annual Report:
   a. MS4 Inspection Records
   b. Number and percentage of structures inspected during the reporting period

F.2.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee

F.2.6. Rationale for choosing BMP and setting measurable goal(s):
This BMP allows the County to ensure that the MS4 is functioning properly and to reduce the pollutants discharged from the system.

F.2.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
The MS4 must function as designed in order to reduce pollutants discharged from the system. Routine inspection and appropriate maintenance ensure that the MS4 continues to function to meet this water quality goal.
F.3. BMP: MS4 MAINTENANCE
Permit Section: 4.2.6(a)3

F.3.1. Description of BMP
The County conducts maintenance on the MS4 control structures (e.g. catch basins, ditches, and storm pipes) within the urbanized area based on the inspection of the MS4 system. Maintenance is documented and tracked using GIS technology where applicable. See Appendix D – MS4 Inspection, Maintenance and Waste Disposal Procedures.

F.3.2. Measurable Goal(s):
   a. Maintain MS4 structures as needed, and as funding is available

F.3.3. Schedule:
   a. Ongoing as needed, 2018-2022

F.3.4. Documentation For Annual Report:
   a. Maintenance records for MS4 control structures (at a minimum, catch basins, ditches, County-owned detention/retention ponds, and storm drain lines)
   b. Number and type of each structure maintained during the reporting period

F.3.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator

F.3.6. Rationale for choosing BMP and setting measurable goal(s):
This BMP allows the County to ensure that the MS4 is functioning properly and to reduce the pollutants discharged from the system.

F.3.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
The MS4 must function as designed in order to reduce pollutants discharged from the system. Routine inspections and appropriate maintenance ensure that the MS4 continues to function to meet this water quality goal.
F.4. **BMP: STREET AND PARKING LOT CLEANING**  
   Permit Section: 4.2.6(a)4

   **F.4.1. Description of BMP**  
The County does not operate any street sweepers. The County does not engage in parking lot cleaning. The County utilizes State inmates for litter control on roads and outfall structures.

   **F.4.2. Measurable Goal(s):**
   a. Miles of roads and number of outfalls cleaned by state inmate labor.

   **F.4.3. Schedule:**
   a. Ongoing as needed, 2018-2022

   **F.4.4. Documentation for Annual Report:**
The County will provide a list of all roads and mileages of litter collection routes and all outfall structures cleaned in the reporting period.

   **F.4.5. Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator

   **F.4.6. Rationale for choosing BMP and setting measurable goal(s):**
   This BMP will reduce the amount of litter and other pollutants being discharged from County streets into the MS4.

   **F.4.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**
The County will keep records or make estimates, based on accepted estimation techniques, of the amount of debris removed through each of these activities.
F.5. BMP: EMPLOYEE TRAINING
   Permit Section: 4.2.6(a)5

F.5.1. Description of BMP
The County provides educational opportunities to employees on the importance of storm water management and pollution prevention (e.g. email, online training, class room training). The County will facilitate one (1) training session per year for County employees who are involved in implementation of the SWMP.

F.5.2. Measurable Goal(s):
   a. Develop and implement an employee training program regarding pollution prevention as it relates to stormwater management and/or send applicable employees to an offsite training event
   b. Document educational training events

F.5.3. Schedule:
   a. Annually, 2018-2022

F.5.4. Documentation for Annual Report:
   a. Documentation of training activities, including a summary of training materials or training agenda
   b. Name and number of training attendees and date of training

F.5.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator

F.5.6. Rationale for choosing BMP and setting measurable goal(s):
This BMP will help prevent water quality impacts due to activities undertaken by employees during municipal operations.

F.5.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
The County will keep records of any spills or discharges related to municipal operations. If training is successful, there should be minimal municipal operation spills.
F.6. **BMP: WASTE DISPOSAL**

*Permit Section: 4.2.6(a)*

**F.6.1. Description of BMP**

The County will properly dispose of wastes including litter, debris, sediment, and other pollutants removed from the drainage system during maintenance, street sweeping, litter pickup, or any other municipal activity. Wastes will be disposed of in accordance with the MS4 Inspection, Maintenance and Waste Disposal Procedures in Appendix D.

**F.6.2. Measurable Goal(s):**

a. Properly dispose of 100% of wastes removed from the MS4 in accordance with the County’s MS4 Inspection, Maintenance and Waste Disposal Procedures

b. Maintain waste disposal records

**F.6.3. Schedule:**

a. Ongoing, 2018-2022

**F.6.4. Documentation for Annual Report:**

a. Documentation of waste disposal activities

**F.6.5. Person (Position) Responsible for Overall BMP Management and Implementation:** Public Works Director

**F.6.6. Rationale for choosing BMP and setting measurable goal(s):**

This BMP ensures wastes resulting from stormwater management activities are disposed of appropriately and prevented from re-entering MS4.

**F.6.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**

The County will keep records or make estimates, based on accepted estimation techniques, of the amount of debris disposed of at the landfill.
F.7. **BMP: NEW FLOOD MANAGEMENT PROJECTS**  
*Permit Section: 4.2.6(a)*

**F.7.1. Description of BMP**  
The County will ensure that all new flood management projects are assessed for water quality impacts during the design phase. For the purposes of this BMP, the County interprets “Flood Control Projects” to refer to detention/retention ponds. All new developments will be required to comply with the Post-Construction standards addressed in the County’s Stormwater Management Ordinance and CSS.

**F.7.2. Measurable Goal(s):**  
- a. Ensure 100% of new flood management projects (i.e., detention and retention ponds) comply with the post construction standards in the County’s Stormwater Management Ordinance and CSS  
- b. Document site plan reviews where flood management projects were assessed for water quality impacts

**F.7.3. Schedule:**  
- a. Ongoing, 2018-2022

**F.7.4. Documentation For Annual Report:**  
- a. The number of plans reviewed where flood management projects were assessed for water quality impacts during the reporting period

**F.7.5. Person (Position) Responsible for Overall BMP Management and Implementation:** Planning and Zoning Director

**F.7.6. Rationale for choosing BMP and setting measurable goal(s):**  
This BMP will improve the water quality treatment potential of flood control projects throughout the County.

**F.7.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**  
The CSS provides pollutant removal efficiencies for all types of detention/retention facilities constructed or retrofitted in accordance with the CSS standards. The County will provide information in the annual report on the number of new ponds constructed in accordance with CSS standards.
F.8. **BMP: EXISTING FLOOD CONTROL PROJECT ANALYSIS**
Permit Section: 4.2.6(a)8

**F.8.1. Description of BMP**
The County will conduct an assessment of any existing publicly owned flood management projects (e.g. detention/retention ponds) within the urbanized area for potential retrofitting to address water quality impacts so that 100% are evaluated within the 5 year permit term. See the *Water Quality Improvement Worksheet: Existing MS4 Facility Forms* in Appendix D.

**F.8.2. Measurable Goal(s):**
a. Perform Water Quality Assessment for 100% of County-owned detention and retention ponds within the 5 year permit period
b. Evaluate potential retrofitting, if applicable

**F.8.3. Schedule:**
a. Complete 100% of assessments, 2018-2022

**F.8.4. Documentation for Annual Report:**
a. Copy and/or summary of any water quality assessments and retrofitting activities, if performed, for existing flood control projects conducted during the reporting period

**F.8.5. Person (Position) Responsible for Overall BMP Management and Implementation:** County Administrator or designee

**F.8.6. Rationale for choosing BMP and setting measurable goal(s):**
This BMP will improve the water quality treatment potential of existing flood control projects throughout the County.

**F.8.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**
The GSMM provides pollutant removal efficiencies for all types of flood control projects constructed or retrofitted in accordance with the GSMM standards. The County will provide information in the annual report on the number of existing ponds assessed and the number of ponds retrofitted to meet GSMM standards.
F.9. BMP: MUNICIPAL FACILITY INSPECTIONS
Permit Section: 4.2.6(a)9

F.9.1. Description of BMP
The County maintains an inventory of municipal facilities with the potential to cause pollution. This inventory will be updated at least annually and County staff or their designated representatives will inspect municipal facilities with the potential to discharge pollutants to the MS4. All municipal facilities sites will be inspected at least once every 5 years (with at least 5% of the municipal facilities inspected annually). The County currently does not have any municipal facilities with the permit area. The inventory form of municipal facilities is provided in Appendix F.

F.9.2. Measurable Goal(s):
   a. Update inventory of municipal facilities with the potential to cause pollution annually
   b. Inspect 100% of identified municipal facilities during the 5-year permit period (minimum of 5% inspected each year)
   c. Document inspections on Municipal Facility Stormwater Site Inspection Checklist

F.9.3. Documentation for Annual Report:
   a. Updated list of municipal sites (if any)
   b. Completed Stormwater Inspection checklist for each municipal facility inspected during the reporting period

F.9.4. Schedule:
   a. Inventory update: Annually, 2018-2022
   b. Inspections, 2018-2022 (see F.9.2 for inspection frequencies)

F.9.5. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator or designee

F.9.6. Rationale for choosing BMP and setting measurable goal(s):
This BMP will prevent or identify and remove illicit discharges from municipal facilities.

F.9.7. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
The County will maintain records of municipal facility inspections and any illicit discharges removed.
**G. ** ENFORCEMENT RESPONSE PLAN

**G.1.  ENFORCEMENT RESPONSE PLAN (ERP)**  
Permit Section: 4.3

**G.1.1. Description of BMP**  
The County has developed a comprehensive ERP which specifies in detail the types of enforcement mechanisms the County will undertake, escalation of enforcement, time frames for investigation, and an administrative fine schedule. The ERP was reviewed and approved by the Georgia EPD during the former permit cycle. The County has updated its ERP to reflect its most recent Ordinance amendments; a copy of the updated ERP is included in Appendix E.

The County will continue to implement its ERP and review it annually to determine if revisions are necessary. If the ERP is revised, the County will submit it to EPD for review.

**G.1.2. Measurable Goal(s):**  
  a. Implement as stipulated in the County’s ERP  
  b. Document enforcement actions  
  c. Review the ERP annually to determine if any updates are needed

**G.1.3. Schedule:**  
  a. Copy of ERP, if updated during the reporting period  
  b. Document enforcement actions taken during the reporting period (number, type, and status of enforcements actions)

**G.1.4. Person (Position) Responsible for Overall BMP Management and Implementation:**  Planning and Zoning Director

**G.1.5. Rationale for choosing BMP and setting measurable goal(s):**  
Effective enforcement of the County ordinances is necessary to ensure that they appropriately regulate various aspects of the SWMP to protect water quality.

**G.1.6. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit**  
As part of its annual review process, the County will evaluate enforcement actions taken throughout the year to determine to determine if these actions have successfully reduced stormwater pollution and/or reduced stormwater violations.
H. IMPAIRED WATERS PLAN

H.1. IMPAIRED WATERS PLAN
Permit Section: 4.4.1

H.1.1. Description of BMP
Permittees with a population greater than 10,000 (as designated by the Georgia EPD in Appendix B of the County’s Phase II MS4 Permit) must identify if any impaired waters on the latest approved 305(b)/303(d) list of coastal streams are located within its permitted area and, if so, develop an Impaired Waters Plan.

No stream segments within the urbanized area of Effingham County were listed on the 2016 305(b)/303(d) list and therefore the County is not required to develop an Impaired Waters Plan at this time.

The County will annually review the latest approved 305(b)/303(d) list to determine if any impaired waters are located with the County’s urbanized area. If any stream segments within the urbanized area are listed, the County will develop and implement an Impaired Waters Plan for all listed waters to reduce the pollutant of concern on each impaired segment. A copy of the Impaired Waters Plan will be submitted to the EPD for review with the subsequent Annual Report.

H.1.2. Measurable Goal(s):
   a. Annually review the latest approved 305(b)/303(d) list to determine if any impaired waters are located within the urbanized area of the County
   b. If required, the County will develop and implement an Impaired Waters Plan and submit it to the Georgia EPD for review with the subsequent Annual Report

H.1.3. Schedule:
   a. Annually, 2018-2022

H.1.4. Person (Position) Responsible for Overall BMP Management and Implementation: County Administrator

H.1.5. Rationale for choosing BMP and setting measurable goal(s):
Identifying and implementing BMPs targeted at the POC(s) will help to address known water quality impairments within local streams.

H.1.6. How will the County determine whether this BMP is effective in reducing pollution to stormwater in accordance with Part 5.1.4 of the Permit
Prioritized implementation of BMPs targeted at the POC of listed waterways should improve water quality conditions within these waterways.
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02/04/2020

DATE: 01/16/2020
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: Fiona Charleton, Purchasing Agent, and Wanda McDuffie, EMS Director

ISSUE: Consideration to accept the amended contract with EMS Consultants

BACKGROUND: Effingham County has an agreement with Colleton to provide EMS billing services.

FACTS AND FINDINGS:
1. Colleton will not accept anything billed out by a previous vendor and EMS Consultants currently has 64 monthly accounts they are handling.
2. EMS Consultants will host historical ePCR data through a third-party Cloud Service.
3. Contract will renew annually with approval of the Board of Commissioners.
4. Contract cost is $3,000.00 annually.
5. Either party can terminate this agreement with written notice of cancellation at minimum 30 days prior to the expiration.
6. The contract has been reviewed by the County Attorney and approved to form.

ALTERNATIVES:
1. Board approval of the amended contract with EMS Consultants.
2. Deny the amended contract with EMS consultants and handle the open accounts internally, which would require additional service storage and possible additional personnel.

FUNDING: EMS budget

RECOMMENDATION: Staff recommends alternative number 1.

DOCUMENTS ATTACHED:
1. Historical ePCR Data Hosting Agreement between EMS Consultants and Effingham County.
Historical ePCR Data Hosting Agreement

This Agreement is entered into on this 1st day of January, 2020 between Effingham County EMS located in Springfield Georgia, hereinafter referred to as “Provider” and Emergency Medical Service Consultants, Ltd. d/b/a EMS Consultants, a Georgia Corporation hereinafter referred to as “Contractor”. The intent of this Agreement is to establish a relationship whereby the Contractor will provide historical ePCR data hosting services.

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

1.1 Third Party Vendor: It is agreed and understood that third party vendor/Cloud Service is not an agent or partner of, nor is in joint venture with, Contractor. Contractor reserves the right to select, change or discontinue the Cloud Services vendor at any time.

1.2 Security: Contractor shall require of third party vendor strict levels of security in the storage and transmission of client data in compliance with state and Federal law. Contractor shall not be responsible for violation of said security requirements and Provider hereby agrees to indemnify and hold-harmless Contractor for any such loss.

1.3 Liability: It is agreed and understood that this Cloud Service option shall be administered through a third party, at their locations and upon their terms and condition of use. Contractor shall be responsible for all payments for said Cloud Service only after receipt of payment from Provider. This agreement to store shall be terminable by Contractor at any time upon 30 days’ notice to Provider.

2. CONTRACTOR RESPONSIBILITIES
2.1 Contractor will host Provider’s historical ePCR data as described in section one.
2.2 Data hosting is only provided for record retention. Provider will keep access to view, retrieve, and print records as needed.
2.3 Contractor will produce and mail monthly statements to patients
2.4 Contractor will post payments received for accounts originating during billing service contract term.
3. Provider Responsibilities
   3.1 Provider will make billing record request within fifteen days written notice.
   3.2 Provider will submit copy of payments received for accounts originating during billing service contract term.

4. FEES/RENEWAL/TERMINATION
   4.1 Historical ePCR Data Hosting will begin on January 1, 2020 with signed Agreement and payment for annual service in the amount of three thousand dollars and zero cents ($3,000.00).
   4.2 Renewal: This contract will renew annually, with receipt of annual payment form Provider in the amount of three thousand dollars and zero cents ($3,000.00). This Agreement does not create an obligation on the part of Contractor to continuing offering this service. There shall also be no renewal obligation until the fee is paid in full by Provider.
   4.3 Either party can terminate this agreement with written notice of cancellation at minimum 30 days prior to the expiration.

5. SIGNATURE SECTION

   Executed this ________ day of ____________________ 20_____

   CONTRACTOR:

   EMERGENCY MEDICAL SERVICE CONSULTANTS, LTD.
   A Georgia Corporation d/b/a EMS Consultants

   By: ____________________________

   Name: Terry Noel

   Title: COO

   PROVIDER:

   Provider Name: _________________________

   By: _________________________________

   Name: ______________________________

   Title: ______________________________
STAFF REPORT

COMMISSIONER'S MEETING DATE: 02/04/2020
DATE: 01/24/2020
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: Olivia Morgan, Director of Elections and Registration

ISSUE: Consideration to approve registration for program through Tech Assurance, a State Approved Vendor, for discounted toner for elections.

BACKGROUND: The State changed to a new voting system, now consisting of a paper verifiable backup. The voter makes their selection on a touchscreen ballot marking device, which then generates a printed ballot that is then fed by the voter into a scanner that records their vote. The State has provided the printers, but not the toner.

FACTS AND FINDINGS:
1. Through this program, “Democracy Suite,” the Elections Office is able to purchase the 185 toner cartridges needed at a discounted rate; $109.17/per, $20,196.24 total)
2. Staples offers the cartridges at $173.15/per or $32,032.75 total
3. Amazon Business offered the cartridges at $299.85/2 pack or $27,886.05 total
4. There is no cost to the County to register for this program

ALTERNATIVES:
1. Board approval to register for the discount program.
2. Do not approve the registration.

FUNDING: Funding is already within the Elections Budget from last year’s approved capital request, funds just need to be reallocated.

RECOMMENDATION: Staff recommends alternative number 1.

DOCUMENTS ATTACHED:
1. Registration Form
2. Invoice
HP (OEM) Advantage Plus Registration Form

CUSTOMER (hereinafter referred to as “You” or “Your”) Agreement No.

Full Legal Name

Address City State Zip County

GA

Provider (hereinafter referred to as “We” or “Us”)

Name City State

Tech Assurance ATL GA

SCOPE of SERVICES
In consideration of said Customer will be Registered and eligible to purchase HP OEM laser printer toner cartridges at discounted prices not exceed as listed on Schedule B under this program. The prices are registered at the listed discount for the specified period on the Equipment listed herein through the term of this Agreement, which Tech Assurance agrees to provide these discounted rates with zero obligations from said Customer to purchase.

ELIGIBLE EQUIPMENT: Printers defined on the attached Schedule A are eligible for scope of services listed above/below at no additional charge. Service for printers that do not meet this qualification must be approved by Tech Assurance prior to coming onsite. New equipment will automatically be added to agreement and included in the original scope of services.

SERVICE LEVEL AGREEMENTS: The Tech Assurance Courtesy Service Program would commence upon written request from said Customer which gives consent to Tech Assurance to proceed with the service courtesy program. Eligible devices may be listed on Schedule A. A timely response will follow upon receipt of a service/maintenance written request provided via the service portal. Any parts needed for repairs will be offered at discounted prices and need written authorization prior to ordering. Print consumables/accessories including but not limited to transfer belts, paper trays and toner cartridges are not covered, unless deemed defective by Tech Assurance. All work will be performed by qualified personnel in professional manner consistent with industry standards and in compliance with all applicable laws and regulations. Tech Assurance Courtesy Service waives labor charges and said Customer is responsible for parts. *Service Coverage is limited to Metro Atlanta and northern selected counties.

UNSERVICEABLE EQUIPMENT: During the course of this agreement if it is determined by Tech Assurance that equipment maintained under the scope of this agreement needs to be replaced or reconditioned due to age, end of useful life, abuse, or other damage to the equipment then Tech Assurance will notify of such in writing. Customer may elect to have the equipment reconditioned at Customers expense or remove this piece of equipment from the agreement.

SERVICE LIMITATIONS: Customer agrees Tech Assurance will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement of maintenance (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment. (iii) Unauthorized Equipment, alteration and tampering, or connection with non-comparable Equipment, (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements, or (v) failure of improper electrical power, (vi) Acts of God, lightning or other incidents of excess voltage or power surges, or (vii) Customer using printer parts from any other source other than Tech Assurance or due improper conditions of the environment such as dust, chemical residues, abnormal high or low temperatures.

AGREEMENT PERIOD: This agreement is for a period of up to ____ months from the date of signature and is cancelable by either party at any time with 30 days written notice. PLEASE NOTE: Discounts associated with this program can only be guaranteed for the length of this original agreement. Minimum agreement length is 12 months.

Request Contract Start Date:__________
A. **Service Level Agreement**. The Courtesy Service included in this agreement included. Coverage for service of maintenance (from 8:30 a.m. to 4:30 p.m. local time, except weekends and holidays ("Regular Service Hours"); inspection, adjustments. Parts not included. Toner for Equipment based on agreed price (on Schedule B). You must purchase paper and staples separately. *Service coverage is limited at this time to the metro Atlanta and north selected areas.*

B. **Equipment Eligible for Coverage.** All equipment capable of using Our supplied OEM toner and consumables must be included in Schedule B.

C. **Fit For Service.** After the first 30 days of monitoring Your Equipment, a Fit For Service Evaluation will be performed on Your Equipment to insure it meets specifications for supply levels and serviceability. The evaluation includes but is not limited to, Equipment Life Utilization Meter, Serial number integrity, error messages and supply levels verification. Any Equipment that does not qualify as Fit For Service will be treated as a Time and Materials service call when service is required, until the issue is resolved. The equipment that does not qualify will also be listed on schedule C.

D. **Definition of Services Provided.** We agree to perform only those break/fix repairs involving worn Equipment components that have failed during ordinary use of the Equipment under normal operating conditions (frays, covers, accessories, glass parts and Power Cords are not covered). This agreement does not include labor to replace "operator replaceable" non-toner consumables, as determined by the manufacturer. This agreement does not include labor to go onsite to make a part determination when the operator refuses to participate in the effort to properly TRIAGE the device to make parts determinations. This Agreement does not cover after-hours service, shop overhauls, and service made necessary by accident, fire, water, power surges or natural disasters. We reserve the right to replace any device with an equal or like model at our discretion should the repair of a covered device be deemed as not cost effective. The device replaced becomes Our Property and the device installed becomes Your Property. This agreement does not cover Machine installation, network setup or features and parts not supplied by the original manufacturer.

E. **Response Time.** We will respond to all calls for service During ("Regular Service Hours"), within 3 business days. Customers may call our dispatch center 8:30AM to 4:30 PM Eastern Time or log on to the…………… Customer Portal 24 hours a day, 7 Days a week to enter a service request. Requests for services outside of Regular Service Hours will be provided on a best effort basis at one and one half times the prevailing time and materials hourly rate. Such charges for services outside of Regular Service Hours are in addition to the prepaid Minimum Monthly Payment.

F. **Authorized Maintenance Providers.** We, at our discretion, may authorize Our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Equipment. In cases where We manage Your third party service agreement on your behalf, then all sums currently due under that agreement must be paid in full before We will assume any obligation or responsibility.

G. **Repair Responsibility.** Our responsibility ceases if persons make repairs to the Equipment other than Our authorized representative or subcontractor. It also ceases if competitive supplies are used, or if the damage occurs as a result of client’s abuse or improper handling.

H. **Additional Equipment and Right of Inspection.** You shall notify Us promptly upon installing any additional equipment ("Additional Equipment") at your site capable of using Our supplied toner and ink consumables. Equipment installed subsequent to the date of this Agreement will be conducted as a Time and Materials service call when service is required, until the issue is resolved. The equipment that does not qualify as Fit For Service will be treated as a Time and Materials service call when service is required, until the issue is resolved. The equipment that does not qualify will also be listed on schedule C.

I. **WARRANTY.** Notwithstanding anything in this Agreement to the contrary, We warrant (a) that all personnel performing services hereunder by or on behalf of Us will have appropriate training and experience and (b) all equipment is in accordance with industry standards, and all supplies and materials are of good quality. Without limiting the generality of the foregoing (and without limiting any obligation of Us to make repairs under this Agreement), You expressly agree and acknowledge that in no event shall any manufacturer’s warranty, including but not limited to any implied warranty of merchantability, apply to the Equipment under normal operating conditions.

### Schedule A: Covered Equipment

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<th>Model Name:</th>
<th>Serial Number/LOCATION</th>
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<td>Democracy Suite</td>
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### Schedule B: Toner & Consumable Price List

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01/30/2020
**Remit payments to:**
258 Beartooth Parkway  
Ste. 100-183

BILL TO:  
Effingham County  
601 N. Laurel Street  
Springfield GA 31329

SHIP TO:  
Effingham Elections & Registration  
284 GA 119 S.  
Springfield GA 31329

912-754-2159

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</table>

**Payment Term notes:**  
If mailing payment, please send to "remit payment" address above: All "Direct-Ship" orders will be billed on day of shipment. A Finance Charge of 1.5%, 18% annually, will be commence on 60 day past due balances. On delinquent accounts, any costs due to collection, including legal fees, will be added to amounts owed. Claims for defective or missing merchandise must be made within (90) days of delivery date, unless otherwise approved. All Toners are under a one (1) Year OEP-Defective Exchange warranty. Any returned/exchanged merchandise must be with prior authorization.

* Printers  * Copiers  * Scanners  * Faxes by Lexmark, OKI, HP, Brother, Konica Minolta – Financing  
Available, call 706-225-7623 or email us at: sales@techassuranceatl.com

SIGNATURE:___________________________________________

**Sub Total** $20,196.24  
**Total** $20,196.24  
**Paid** $0.00  
**Balance** $20,196.24

01/30/2020  
Page 4 of 4
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02/04/2020
DATE: 01/24/2020
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: Tim Callanan, County Manager

ISSUE: Consideration to approve a professional services agreement for consulting services for the Purchasing department.

BACKGROUND: The County’s purchasing agent has recently given notice. She will be remaining with the county until the second week in February, and will be working with her replacement until that time. As the purchasing department is a one person operation, there is a large amount of information to learn. As such, the county would like to issue an independent agreement for consulting services to allow for a smooth transition.

FACTS AND FINDINGS:
1. The agreement allows for the consultant to provide remote support to any county staff as needed.
2. The consultant is to be compensated at the rate of $50.00 per hour in bi-weekly installments. Invoices will be submitted bi-weekly and will contain the hours that are being compensated as well as a justification for the services provided for the compensation.
3. The term of the agreement is for a period of one year which may be extended with the mutual agreement of the Board and the consultant.
4. The Board can terminate the agreement for any reason with 30 days’ notice to consultant.
5. The consultant will work as an independent contractor, and will not be considered an employee of the County.
6. The agreement has been reviewed by the County Attorney and approved to form.

ALTERNATIVES:
1. Board approval of a professional services agreement for consulting services for the purchasing department.
2. Do not approve the professional services agreement.

FUNDING: General fund

RECOMMENDATION: Staff recommends alternative number 1.

DOCUMENTS ATTACHED:
1. Professional Services Agreement.
STATE OF GEORGIA
COUNTY OF EFFINGHAM

CONTRACT FOR PURCHASING CONSULTING SERVICES

Contract made this _________ day of February 2020 between the Effingham County Board of Commissioners (hereinafter the Board), 601 North Laurel Street, Springfield, Georgia, 31329 and Fiona Charleton, 23 Banneson Road, Nether Stowey, Bridgwater, Somerset, TA5 1NW, England herein referred to as Consultant.

RECITALS

1. The Board of Commissioners requires a consultant to assist Effingham County’s purchasing department during the transition period.

2. Consultant agrees to perform these services for the Board under the terms and conditions set forth in this contract.

In consideration of the mutual promises set forth herein, it is agreed by and between the Board and Consultant as follows:

SECTION ONE – NATURE OF WORK

Consultant will provide remote support as needed to any County staff.

SECTION TWO – TIME DEVOTED TO WORK

In the performance of the services, the services and the hours Consultant is to work on any given day will be entirely within Consultant’s control and Board will rely upon purpose of this contract provided that the Consultant shall provide the services as set forth in Section One, above.

SECTION THREE – PAYMENT

The Board will pay Consultant at a rate of $50.00 per hour, payable in bi-weekly installments for services rendered in furtherance of this agreement. Invoices for payment will be submitted bi-weekly and will contain the hours that are being compensated as well as a justification for the services provided for the compensation.

SECTION FOUR – DURATION

The parties hereto contemplate that this contract will be for a term of one year, commencing on February 13, 2020. The Board of Commissioners may extend this contract on the terms and conditions herein for an additional period mutually agreed upon by the Board and the Consultant. The Board may terminate this contract for any purpose at any time upon 30 days notice to the consultant.
SECTION FIVE – STATUS OF CONSULTANT

This contract calls for the performance of the services of the Consultant as an independent contractor and Consultant will not be considered an employee of Effingham County for any purpose.

SECTION SIX – NOTICES

All notices hereunder shall be delivered in writing by mail to the parties at the addresses above written.

In witness whereof, the parties have executed this agreement the day and year first above written.

CONSULTANT:

________________________________________________________________________

FIONA CHARLETON

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GA

ATTEST:

________________________________________________________________________

WESLEY CORBITT, CHAIRMAN

STEPHANIE JOHNSON, CLERK
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02/04/2020
DATE: 1/23/2020
TO: County Commissioners
FROM: Tim Callanan – County Administrator
ISSUE: Consideration to approve the Second Reading of an ordinance to reduce the speed of Crystal Drive to 25MPH from 35MPH

BACKGROUND: The residents along Crystal Drive have signed a petition requesting the road speed limit be reduced to 25 MPH from 35MPH.

FACTS AND FINDINGS:
1. The residents believe that the current speed of Crystal Drive because of its width and number of turns is a threat to property and public safety.
2. A study was conducted in 2018 that concluded a speed limit higher than 25MPH
3. The result of this change will remove the road from the county radar enforcement list until such time that a traffic study recommends a speed limit of 25MPH.

ALTERNATIVES:
1. Approve the ordinance to set the speed limit on Crystal Drive to 25MPH.
2. Do not approve the ordinance to set the speed limit on Crystal Drive to 25MPH.
3. Provide Staff with Direction.

FUNDING: minor as a result of sign replacements from public works budget

POLICY ANALYSIS: It is the policy of the Board of Commissioners to review each request on its merit and to help various agencies where appropriate.

RECOMMENDATION: Adopt Alternative 1.

DOCUMENTS ATTACHED:
1. Ordinance
2. Petition
SPEED ZONE ORDINANCE

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

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

Be it ordained that the following speed zone is established:

Crystal Drive

- 25 mph from McCall Road to Goshen Road

Signs to be erected by Effingham County

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

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

This Ordinance shall become effective when appropriate signs are erected.

This ____ day of ______________, 2020

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

ATTEST:

__________________________________
Stephanie D. Johnson, County Clerk

First Reading Approved ________________
Second Reading Approved ________________
STAFF REPORT

COMMISSIONER’S MEETING DATE: 02/04/2020
DATE: 1/9/2020
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: Tim Callanan, County Manager
ISSUE: Consideration to approve the Second Reading to amend Chapter 74 – Traffic of the Effingham Code of Ordinances

BACKGROUND: Large truck traffic can be a safety concern on lower volume, narrow roadways due to their increased length and width. In addition, large trucks weigh more than passenger vehicles and light trucks, resulting in increased pavement failures. The County currently has some traffic signage restricting trucks on certain routes by weight alone, but this is problematic due to lack of authority, equipment, and practicality. The First Reading was approved January 21, 2020 with no changes.

FACTS AND FINDINGS:
1. The County’s Transportation Advisory Committee discussed this need and recommended to the Effingham County Board of Commissioners to create this ordinance.
2. EOM prepared this ordinance for consideration under the existing engineering services contract at no additional cost to the County.
3. The draft ordinance was shared with the cities of Rincon, Springfield, and Guyton, and the Sheriff’s office for review and comments.
4. The County held a public workshop meeting on November 5, 2019 to solicit citizen feedback.
5. The County attorney has reviewed and approved to form the ordinance.

ALTERNATIVES:
1. Approve the ordinance as written.
2. Do not approve the ordinance and leave the existing code as written.

FUNDING: N/A

RECOMMENDATION: Staff recommends alternative number 1.

DOCUMENTS ATTACHED:
1. Draft Ordinance dated 1/8/2020
STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO CHAPTER 74
OF THE EFFINGHAM COUNTY CODE OF ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 74 OF THE CODE OF 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:

A new section 74-8 Designated Truck Routes, is inserted, as follows:

WHEREAS, large truck traffic can be a safety concern on lower volume, narrow roadways due to
their increased length and width; and

WHEREAS, large trucks weigh more than passenger vehicles and light trucks, resulting in increased
pavement failures; and

WHEREAS, restricting trucks on certain routes by weight alone is problematic due to lack of
authority, equipment, and practicality; and

WHEREAS, the Board of Commissioners of Effingham County desires to maintain safe and reliable
roadways within the County; and

NOW THEREFORE, the Board of Commissioners of Effingham County establishes a designated
truck route system in Effingham County that will prohibit through truck traffic on certain County
roads.

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

Section 74-8. – Designated Truck Routes

(a) Definition of Vehicle Classification.

(1) There are eight classes of commercial motor vehicles in the United States, divided
into three, more general categories: light-duty, medium-duty, and heavy-duty. Commercial motor vehicles or trucks that operate on U.S. highways can be classified based on their gross vehicle weight rating (GVWR) or axle configuration.
(2) Given the complexities of determining weight, the County has selected axle configuration as the guidance to determine vehicle class.

(3) The County prohibits the use of medium and heavy-duty vehicles, defined as commercial vehicles class 6 through 13, on routes not listed as designated truck routes in Section 74-8(f).

(b) Vehicle Type Definition.

(1) The following vehicle type definitions shall be used to determine vehicle class, as defined by the Federal Highway Administration (FHWA) Traffic Monitoring Guide (TMG):

(a) Motorcycles – All two or three-wheeled motorized vehicles. Typical vehicles in this category have saddle type seats and are steered by handlebars rather than steering wheels. This category includes motorcycles, motor scooters, mopeds, motor-powered bicycles, and three-wheel motorcycles.

(b) Passenger Cars – All sedans, coupes, and station wagons manufactured primarily for the purpose of carrying passengers and including those passenger cars pulling recreational or other light trailers.

(c) Other Two-Axle, Four-Tire Single Unit Vehicles – All two-axle, four-tire, vehicles, other than passenger cars. Included in this classification are pickups, panels, vans, and other vehicles such as campers, motor homes, ambulances, hearses, carryalls, and minibuses. Other two-axle, four-tire single-unit vehicles pulling recreational or other light trailers are included in this classification. Because automatic vehicle classifiers have difficulty distinguishing class 3 from class 2, these two classes may be combined into class 2.

(d) Buses – All vehicles manufactured as traditional passenger-carrying buses with two axles and six tires or three or more axles. This category includes only traditional buses (including school buses) functioning as passenger-carrying vehicles. Modified buses should be considered to be a truck and should be appropriately classified.

(e) In determining information on trucks, the following criteria should be used:

(1) Truck tractor units traveling without a trailer will be considered single-unit trucks;

(2) A truck tractor unit pulling other such units in a saddle mount configuration will be considered one single-unit truck and will be defined only by the axles on the pulling unit;

(3) Vehicles are defined by the number of axles in contact with the road. Therefore, floating axles are counted only when in the down position; and

(4) The term "trailer" includes both semi- and full trailers.

(f) Two-Axle, Six-Tire, Single-Unit Trucks – All vehicles on a single frame including trucks, camping and recreational vehicles, motor homes, etc., with two axles and dual rear wheels.

(g) Three-Axle Single-Unit Trucks – All vehicles on a single frame including trucks, camping and recreational vehicles, motor homes, etc., with three axles.
(h) Four or More Axle Single-Unit Trucks – All trucks on a single frame with four or more axles
(i) Four or Fewer Axle Single-Trailer Trucks – All vehicles with four or fewer axles consisting of two units, one of which is a tractor or straight truck power unit.
(j) Five-Axle Single-Trailer Trucks – All five-axle vehicles consisting of two units, one of which is a tractor or straight truck power unit.
(k) Six or More Axle Single-Trailer Trucks – All vehicles with six or more axles consisting of two units, one of which is a tractor or straight truck power unit.
(l) Five or Fewer Axle Multi-Trailer Trucks – All vehicles with five or fewer axles consisting of three or more units, one of which is a tractor or straight truck power unit.
(m) Six-Axle Multi-Trailer Trucks – All six-axle vehicles consisting of three or more units, one of which is a tractor or straight truck power unit.
(n) Seven or More Axle Multi-Trailer Trucks – All vehicles with seven or more axles consisting of three or more units, one of which is a tractor or straight truck power unit.
(o) Certain truck configurations utilize axles that can be lifted when the vehicle is empty or lightly loaded. The position of these axles, sometimes called lift axles, drop axles, or tag axles, affects the classification category into which the vehicle falls. To maintain consistency between visual and axle-based counts, the FHWA-TMG recommends that only axles that are in the dropped position be considered when classifying the vehicle. While this promotes consistency, it may induce difficulty when interpreting classification. For example, a vehicle may exhibit directional differences in vehicle classification even though the same trucks may be travelling one direction loaded (with axles down) and the other direction empty (with axles lifted). For the purposes of this Code, the axle configuration used to determine class will be based on the observed configuration at the time of the violation.
(p) Figure 1 of this section lists the thirteen (13) vehicle category classifications used by the FWHA.

(c) Use of certain streets, etc., restricted to commercial vehicles.
   (1) No vehicle defined as a commercial vehicle class 6 through 13 in Sections 74-8 (a) & (b) shall use the streets, etc., not listed in Section 74-8(f), which is hereby incorporated herein and made a part of this Code by reference, a copy of which shall be maintained on file in the office of the county clerk and in the office of the county engineer, unless exempt as defined in Section 74-8(d).

(d) Commercial vehicles prohibited on certain streets; exception.
   (1) Drivers of such vehicles defined as a commercial vehicle class 6 through 13 in Sections 74-8 (a) & (b) shall have in the cab of the truck a bill of lading, work order or receipt for services for an address on the street governed by this section or on a street that must be accessed from the street governed by this section. Nothing in this section shall be
construed to prohibit such vehicles from crossing or using such streets as may be necessary to make delivery of articles, perform work, or pick up goods from any point along the line of the street, provided that the driver of such vehicle shall have in the cab of the truck a bill of lading, work order, or receipt for services that bears the address or an address along the line of the street governed by this section. In lieu of a bill of lading, work order, or receipt of services, the County may accept at its discretion a letter provided to the driver bearing the signature of a person of authority on company letterhead that denotes the truck destination or delivery point along the line of the street governed by this section.

(2) Vehicles defined as a commercial vehicle class 6 through 13 in Sections 74-8 (a) & (b) going to or from the carrier’s terminal facilities physically located on the street governed by this section.

(3) Vehicles defined as a commercial vehicle class 6 through 13 in Sections 74-8 (a) & (b) going to or from a repair facility for service which is physically located on the street governed by this section.

(4) Vehicles defined as a commercial vehicle class 6 through 13 in Sections 74-8 (a) & (b) going to or from the driver’s residence or business located on the street governed by this section.

(5) Wreckers on call, and emergency vehicles plainly marked with emergency equipment are exempt from this section.

(6) Drivers of such vehicles defined as a commercial vehicle class 6 through 13 in Sections 74-8 (a) & (b) shall travel the shortest and most direct route going to or from, and generally traveling in the direction of, the origin or destination and the nearest truck route. Enforcement of this section is by the determination of the officials defined in Section 74-8 (e).

(e) Violation and Enforcement.

(1) Violation. Any person who violates this section shall be guilty of a violation and, upon conviction thereof, shall be punished as follows:
   (a) By a fine of not less than $200.00 and not more than $1,000.00.
   (2) Enforcement. All law enforcement agencies, officers and officials of this state or any political subdivision thereof, or any enforcement agency, officer or any official of any commission of this state or any political subdivision thereof, are hereby authorized, empowered and directed to enforce compliance with this section.

(f) Designated Truck Routes.

(1) The following roadways are designated as truck routes. Any other road in the County shall be prohibited to commercial trucks class 6 through 13 traffic unless exempt per Section 74-8 (d).
   (a) Georgia State Highway 21
   (b) Georgia State Highway 17
   (c) Georgia State Highway 119
   (d) Georgia State Highway 30
(e) Georgia State Highway 275  
(f) Georgia State Highway 80  
(g) Old Augusta Road South  
(h) Old Augusta Central Road  
(i) I-16  
(j) I-95  

(2) The official truck route map shall be maintained by the County Engineer. The official map is provided in Figure 2 of this section.  
(3) Truck routes shall be signed as defined in the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) and as shown in Figure 3 of this section.

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

This ______ day of ______________, 2020.

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________  
WESLEY M. CORBITT, CHAIRMAN

ATTEST: ____________________________  
STEPHANIE D. JOHNSON,  
CLERK

____________________________  
1st Reading

____________________________  
2nd Reading
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

“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**

<table>
<thead>
<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
<th>Previous Action of Commissioners</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Call to Order</td>
<td>5:00 p.m.</td>
<td></td>
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<tr>
<td>II Invocation</td>
<td></td>
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<td>Chairman</td>
</tr>
<tr>
<td>III Pledge to the American Flag</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td>Approved w/ changes</td>
<td></td>
</tr>
<tr>
<td>IV Agenda Approval</td>
<td>Consideration to approve the January 21, 2020 Commission Meeting minutes</td>
<td>Approved as read</td>
<td></td>
</tr>
<tr>
<td>VI Public Comments</td>
<td>Agenda Items ONLY</td>
<td>Stated by Chairman</td>
<td></td>
</tr>
<tr>
<td>VII Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
<td>Stated by Chairman</td>
<td></td>
</tr>
<tr>
<td>VIII Consent Agenda</td>
<td>Consideration to approve a Memorandum of Understanding between Effingham County Board of Commissioners/EMS and For Life Medical Education Services (FLMES)</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>IX Planning Board</td>
<td>The Planning Board recommends denying an application by Tracy Marsh Construction to rezone 17.50 acres located at 2388 Hwy 80 from AR—1 to I-1 (Light Industrial) to allow an automotive sales &amp; repair shop Map# 354 Parcel# 28 in the First District</td>
<td>Withdrawn at agenda approval</td>
<td></td>
</tr>
<tr>
<td>01 Public Hearing</td>
<td>Consideration to approve the Second Reading of an application by Tracy Marsh Construction to rezone 17.50 acres located at 2388 Hwy 80 from AR—1 to I-1 (Light Industrial) to allow an automotive sales &amp; repair shop Map# 354</td>
<td>Withdrawn at agenda approval</td>
<td></td>
</tr>
<tr>
<td>03 Public Hearing</td>
<td>The Planning Board recommends denying an application by Tracy Marsh Construction for a Variance to decrease the buffer between I-1 zoning and AR-1 zoning from 150 feet to 50 feet with a berm with plantings located at 2388 Hwy 80 Map# 354 Parcel# 28 in the First District</td>
<td>Withdrawn at agenda approval</td>
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<tr>
<td>04 Second Reading</td>
<td>Consideration to approve the Second Reading of an application by Tracy Marsh Construction for a Variance to decrease the buffer between I-1 zoning and AR-1 zoning from 150 feet to 50 feet with a berm with plantings located at 2388 Hwy 80 Map# 354 Parcel# 28 in the First District</td>
<td>Withdrawn at agenda approval</td>
<td></td>
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<tr>
<td>05 Public Hearing</td>
<td>The Planning Board recommends approving an application by Richard &amp; Debbie McIntosh for a Variance to occupy a camper as a temporary dwelling during the construction of a residence located at 1157 Harry Lindsey Road Map# 236 Parcel# 5D in the Third District</td>
<td>Tabled to 03/03/2020</td>
<td></td>
</tr>
<tr>
<td>06 Second Reading</td>
<td>Consideration to approve the Second Reading of an application Richard &amp; Debbie McIntosh for a Variance to occupy a camper as a temporary dwelling during the construction of a residence located at 1157 Harry Lindsey Road Map# 236 Parcel# 5D in the Third District</td>
<td>Tabled to 03/03/2020</td>
<td></td>
</tr>
</tbody>
</table>

**X Old Business**

| 01 Audit | Presentation of the 2019 Audit by Lanier, Deal and Proctor | Tabled 01/21/2020 | Presented |
| 02 Audit | Consideration to approve the audited statements and to submit to the State of Georgia | Tabled 01/21/2020 | Approved |
| 03 Policy | Consideration to approve to amend 5.01 – *Paid Time Off* of the Human Resources Standards of Practice Policy | Tabled 12/03/2019 | Approved |

**XI New Business**

| 01 Letter | Consideration to approve to authorize the Chairman to sign a Landfill Letter for Barrister Landing subdivision on Courthouse Road | Approved |
| 02 Plat/Deed | Consideration to approve a Final Plat and Warranty Deed for Park West, Phase 4C-2 located off of Noel C. Conaway Road Map# 419 Parcel# 2 | Tabled to 02/18/2020 at agenda approval |
| 03 Bid/Contract | Consideration to approve to accept a bid and | Approved |
## 04 Budget
*Christy Carpenter*
- Consideration to approve a Resolution to amend the 2019-2020 Budget
- Tabled to 02/18/2020 at agenda approval

## 05 Agreement
*Lee Newberry*
- Consideration to approve an Access Easement Agreement between the Effingham County Board of Commissioners and Whispering Pines Properties, LLC located within Southern Hills Plantation subdivision
- Approved

## 06 SWMP Report
*Eric Larson*
- Annual presentation and public comment on the county stormwater management plan for the municipal separate storm sewer system (MS4) permit
- Presented, public hearing held

## 07 Contract
*Fiona Charleton*
- Consideration to approve to accept an amended Contract with EMS Consultants
- Approved

## 08 Registration
*Fiona Charleton*
- Consideration to approve registration for programming via Tech Assurance for discounted toner for elections
- Approved

## 09 Agreement
*Tim Callanan*
- Consideration to approve a Professional Services Agreement for consulting services for the Purchasing department
- Approved

## 10 Ordinance
*Tim Callanan*
- Consideration to approve the Second Reading of an ordinance to reduce the speed on Crystal Drive
- Approved 1st Reading
- Approved 2nd Reading

## 11 Ordinance
*Tim Callanan*
- Consideration to approve the Second Reading to amend *Chapter 74 – Traffic* of the Effingham County Code of Ordinances
- Approved 1st Reading 01/21/2020
- Approved 2nd Reading

## XII Reports from Administrative Staff & Commissioners
- T. Callanan
- S. Johnson
- Comm. Kieffer
- Comm. Floyd
- Comm. Burdette

## XIII Executive Session
- Discussion of Personnel, Property and Pending Litigation
- 6:35 pm

## XIV Executive Session Minutes
- Consideration to approve the January 21, 2020 Commission meeting executive session minutes
- Approved as read

## XV Adjournment
- 7:07 pm

Members Present:
- Wesley Corbitt
- Forrest Floyd
- Roger Burdette
- Jamie Deloach
- Reginald Loper
- Phil Kieffer