

CHAIRMAN OF COUNTY COMMISSIONERS

Chester A. Ellis
Chairman



Chatham County Courthouse
Post Office Box 8161
Suite 210 - 124 Bull Street
Savannah, Georgia 31412

(912) 652-7950
(912) 652-7880 - fax
Chairman@chathamcounty.org

February 14, 2024

Coastal Regional Commission
Attn: Aaron Carpenter
1181 Coastal Drive SW
Darien, Georgia 31305

RE: Chatham County, Georgia Response to the Coastal Regional Commission (CRC) & Georgia Department of Community Affairs' (DCA) 2nd Round of Comments on the Chatham County Service Delivery Strategy (SDS) Update

Dear Mr. Carpenter,

In response to an email dated November 8, 2023, requesting specific amendments to the October 2023 Chatham County Service Delivery Strategy (SDS) document, Chatham County has completed an update of its SDS as requested by the Georgia Department of Community Affairs (DCA) and is submitting this for review by the Coastal Regional Commission (CRC) and the DCA.

This Service Delivery Strategy for Chatham County, Georgia is prepared in compliance with Georgia's Service Delivery Act (O.C.G.A. § 36-70-20). Participants in the Strategy include all of the local governments within Chatham County, as listed below:

1. Chatham County
2. City of Savannah (county seat)
3. City of Bloomingdale
4. City of Garden City
5. City of Pooler
6. City of Port Wentworth
7. Town of Thunderbolt
8. City of Tybee Island
9. Town of Vernonburg

This strategy addresses a total of 43 local government services as detailed in Form 1 of the document. The collection of Form 2 pages contains summaries of delivery arrangements for each individual service. Form 3 of this SDS contains a summary of land use agreements, and Form 4 contains the applicable municipal certifications. Due to size, please access the full SDS document via this Dropbox link:

<https://www.dropbox.com/scl/fo/x0tzltdxduiy7p1pbn6wr/h?rlkey=sltq4se91gz0n1qcckfpfz6b&dl=0>

Please feel free to reach out to me with any questions or comments you may have.

Sincerely,



Chester A. Ellis, Chairman

cc: Michael Kaigler, County Manager
Linda B. Cramer, Assistant County Manager
R. Jonathan Hart, County Attorney
Jackie Jackson, Resilience Program Administrator
Melanie Wilson, MPC Executive Director

Encl: 2022 Chatham County Service Delivery Strategy Updated February 2024

Subject:

Chatham County, Georgia Response #2 to the Coastal Regional Commission (CRC) & Georgia Department of Community Affairs' (DCA) Comments on the Chatham County Service Delivery Strategy (SDS) Update.

In response to an email dated November 8, 2023, requesting specific amendments to the Chatham County Service Delivery Strategy (SDS) Update document, the following information has been compiled for your use and information.

SDS Comments:

Comment 1) Form 1: Box II | Service Providers.

The State has asked for service providers to be added to Form 1, Box II "Local Governments Included in The Service Delivery Strategy". That update has been made and is now included on Form 1.

As directed, Chatham County has added the Chatham Savannah Authority for the Homeless, and the Housing Authority of Savannah to the list of service providers in Box II on Form 1.

Comment 2) Form 1: Box III & IV | Missing Services.

DCA identified three services that appeared to be missing from the County's most recent update. However, all three were included with slightly modified nomenclature to better identify the service. Form 2 for each of the three services has been updated to identify the previous naming to help clarify the change.

- 2016 Previous "Bus Service" now labeled "Public Transportation" in 2022 SDS
- 2016 Previous "Health Services" now labeled "Community Health, Indigent Health, and Health Department "in 2022 SDS
- 2016 Previous "Legal Defense" now labeled "Criminal Justice/ Municipal Court Legal Defense " in 2022 SDS

Comment 3, 4, & 5) Form 1: Box III & IV; Form 2: New and Existing Services & Names.

All services new to the 2022 SDS, to include those with a change in name, have been moved to Box IV of Form 1. Additionally, parenthetical references have been placed next to the applicable services on Form 1 stating whether the service was new, or a change in name had been made since the 2016 SDS. This same information has also been included under Question 4 on each corresponding Form 2.

Additionally, any difference in naming between Form 1 and Form 2 has been corrected so that each service listed in Box IV has its own associated Form 2, and the name on Form 1 exactly matches the name on Form 2.

Comment 6) Form 1: Advisory: Annexations

DCA has suggested that Chatham County remove the section included by the County on Annexations. Chatham County has chosen to keep this section in so that the municipal boundaries are documented in a countywide approved and adopted document for historical reference.

Comment 7) FORM 2: Question 1: “Other” - Maps.

Updates to the list of maps below have been made as requested.

- Advisory: Fire Protection – fire service area maps with municipal boundaries have been included in addition to the original map on pages 65-68 and 188-191.
- Advisory: Public Transportation – public transportation maps with municipal boundaries have also been included in addition to the original map on pages 126-129 and 196-199.
- Police Protection – police service area maps can be found on pages 115-118 and 192-195 of the attached 2024 SDS.

Comment 8) Form 2: Fire Protection.

In addition to the correlating maps previously provided, details on the fire service providers have been added to Question 1.

Comment 9) Form 2: Police Protection.

The Police Protection Form 2 has been changed to reflect “Other” as the appropriate delivery arrangement for the service.

Comment 10) Form 2: Refuse Collection and Disposal.

The County disagrees with the State’s comment that based on the response provided to Question 1, “Other” should be selected. As stated in Box 4 of question 1, “One or more cities will provide this service only within their incorporated boundaries”. Each municipality in Chatham County provides their own refuse collection and disposal service, with some of them contracting it to a third party. However, Box 4 accurately states the service arrangement since none of the jurisdictions are providing refuse collection and disposal services for another jurisdiction.

Comment 11) Form 2: Agreements. Where possible, the details on Form 2 regarding contract dates for the services below have been updated:

- Stormwater Management (Stormwater Testing Intergovernmental Agreement) – The dates are listed as “Ongoing” because the original date of the agreement is unknown and will continue on an as-needed basis until the service is no longer needed. “Ongoing” is listed since the end date is not known. The agreement name and description has been modified to clarify this.
- Wastewater Sewage Collection/ Treatment (Sewage Lift Station Inspection Contract) – The dates for this contract have been updated to show this is an ongoing contract until the service is no longer needed.

Comment 12) Form 4: Advisory:

The local governments have been working diligently on updating the SDS and are in agreement that a new Form 4 is not needed at this time.

The participants in the Strategy include all the local governments within Chatham County, as listed below:

1. Chatham County
2. City of Savannah (county seat)
3. City of Bloomingdale
4. City of Garden City
5. City of Pooler
6. City of Port Wentworth
7. Town of Thunderbolt
8. City of Tybee Island
9. Town of Vernonburg

This strategy addresses a total of 43 local government services as detailed in Form 1 of the document. The collection of Form 2 pages contains summaries of service delivery arrangements for each individual service. Form 3 of this Strategy contains a summary of land use agreements, and Form 4 contains the applicable municipal certifications. Due to size, please access the full SDS document via this Dropbox link:

<https://www.dropbox.com/scl/fo/x0tzltdxduiy7p1pbn6wr/h?rlkey=sltzq4se91gz0n1qcckfpfz6b&dl=0>

CHATHAM COUNTY SERVICE DELIVERY STRATEGY 2022 UPDATE

REVISED FEBRUARY 2024



TABLE OF CONTENTS

| | PAGE |
|---|------------|
| FORM 1: LOCAL GOVERNMENTS INCLUDED | 3 |
| FORM 2: SUMMARY OF SERVICE DELIVERY ARRANGEMENTS | 7 |
| 1. Airport | 8 |
| 2. Animal Services | 12 |
| 3. Annexations | 16 |
| 4. Behavioral, Community Health, Indigent Health, and Health Department | 20 |
| 5. Building Inspection/ Code Enforcement | 26 |
| 6. Cemeteries | 31 |
| 7. Communications Broadband and Fiber/ Radio Communication System | 34 |
| 8. Courts/ Municipal Court Legal Defense | 42 |
| 9. Cultural Affairs | 48 |
| 10. Emergency Management | 51 |
| 11. Emergency Medical Ambulance Services (EMS) | 56 |
| 12. Fire Protection / Hazardous Materials | 61 |
| 13. Historic Preservation | 73 |
| 14. Homelessness | 76 |
| 15. Housing | 80 |
| 16. Jail | 85 |
| 17. Libraries | 88 |
| 18. Mosquito Control | 91 |
| 19. New Road Construction/Road Maintenance/Road Paving/Street Sweeping | 94 |
| 20. Parks and Recreation | 104 |
| 21. Planning | 107 |
| 22. Police Protection | 111 |
| 23. 911 Center Operations | 119 |
| 24. Public Transportation/Bus Service | 123 |
| 25. Purchasing | 130 |
| 26. Refuse Collection and Disposal | 133 |
| 27. Seniors' Programs | 136 |
| 28. Stormwater Management/ Road Right-of-Way Mowing | 139 |
| 29. Street Lighting | 145 |
| 30. Tax Billing and Collecting | 148 |
| 31. Traffic Control / Signals | 152 |
| 32. Wastewater Sewage Collection/ Treatment | 155 |
| 33. Water Supply / Distribution | 163 |
| FORM 3: SUMMARY OF LAND USE AGREEMENT | 170 |
| FORM 4: MUNICIPAL CERTIFICATIONS | 172 |
| APPENDIX | 182 |

**FORM 1: LOCAL
GOVERNMENTS
INCLUDED**



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: CHATHAM COUNTY

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

| <p>OPTION A <i>Revising or Adding to the SDS</i></p> | <p>OPTION B <i>Extending the Existing SDS</i></p> |
|---|--|
| <ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] | <ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="824 1180 1528 1415" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</p> </div> |

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

These services will be provided by Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg. And, although not necessarily an authority or local government, the following are also providing services: Chatham Area Transit, the Housing Authority of Savannah, Chatham Savannah Authority for the Homeless, Live Oak Public Libraries, Savannah/Hilton Head International Airport, and the Georgia Coastal Health District.

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

The following strategies have been reviewed and are being extended without change:

1. Airport
2. Building Inspection
3. Cemeteries
4. Code Enforcement
5. Cultural Affairs
6. Historic Preservation
7. Jail
8. Libraries
9. Mosquito Control
10. Parks and Recreation
11. Planning
12. Refuse Collection & Disposal
13. Street Lighting
14. Tax Billing and Collecting

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

- The services that are either formally being added as a new service or as an amended service include:
1. Animal Services (Previously Animal Control)
 2. Annexations (New Addition)
 3. Communications (Broadband and Fiber) (New Addition)
 4. Court Systems (Previously Courts)
 5. Criminal Justice/ Municipal Court Legal Defense (Previously Legal Defense)
 6. Fire Protection
 7. Hazardous Materials Assessment (Previously Hazardous Materials)
 8. Hazardous Materials Response (New Addition)
 9. Health - Indigent Health, and Health Department (Previously Health Services)
 10. Health - Social Services Programs (Previously Social Services)
 11. Homelessness (New Addition)
 12. Housing (New Addition)
 13. Police Protection
 14. Public Safety - 911 Center Operations (New Addition)
 15. Public Safety - Emergency Management (Previously Emergency Management)
 16. Public Safety - Emergency Medical Services (EMS) (Previously Emergency Medical Services)
 17. Public Transportation/Bus Service (Previously Bus Service)
 18. Public Works - New Road Construction (Previously New Road Construction)
 19. Public Works - Right-of-Way Mowing (Previously Road Right-of-Way Mowing)
 20. Public Works - Road Maintenance (Previously Road Maintenance)
 21. Public Works - Road Paving (Previously Road Paving)
 22. Public Works - Stormwater Management (Previously Stormwater Management)
 23. Public Works - Street Sweeping (Previously Street Sweeping)
 24. Purchasing
 25. Radio Communication Systems (New Addition)
 26. Seniors' Programs (Previously Seniors Programs)
 27. Traffic Control / Signals (Previously Traffic Control)
 28. Wastewater Sewage Collection/ Treatment (Previously Sewage Collection/ Treatment)
 29. Water Supply / Distribution

**FORM 2: SUMMARY OF
SERVICE DELIVERY
ARRANGEMENTS**

SERVICE: AIRPORT

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|-------------------------|
| County: Chatham | Service: Airport |
|------------------------|-------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **The Savannah/Hilton Head International Airport is the provider for airport service in Chatham County.**

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| City of Savannah | Funded from the City of Savannah through the Savannah Airport Commission via user fees and grants |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------------|--|-----------------------------------|
| Savannah Airport Operations | Savannah Airport Commission and the City of Savannah | 1949; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The City of Savannah provides this service; however, the Savannah Airport Commission was established in 1949 by General Assembly of the State of Georgia as an operating agency of the City of Savannah to administer and operate municipally owned airports for the City of Savannah. The Savannah Airport Commission administers the improvements, maintenance, and operation of the municipally owned airports, etc. The Commission shall be considered strictly as an operating agency of the Mayor and Aldermen of the City of Savannah.

Since the last SDS in 2016 both the City of Pooler and Garden City (GC Code Section 90-300) have implemented overlay zoning areas asking for Airport Commission review and provide input before development projects are given final approval at the applicable City Council level. There is also an adopted 5-Mile Airport Zoning Overlay District covering Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, and Savannah. A copy of the map is included in the Appendix.

Applicable ordinances include those listed below. Copies of supplemental and historical agreements below are included in the Appendix for reference.

| | | |
|--|----------------------|---------------------|
| Savannah International Airport Airspace Zoning and Height Ordinance (Chapter 18, Article II) | Chatham County | 5/10/1985; Ongoing |
| Savannah International Airport Airspace Zoning and Height Ordinance (ARTICLE XIII , Section 1300) | City of Bloomingdale | 2/20/1986; Ongoing |
| Savannah International Airport Airspace Zoning and Height Ordinance (Chapter 90, Article VI, Section 90) | City of Garden City | 10/1985; Ongoing |
| Savannah International Airport Airspace Zoning and Height Ordinance (Article II, Section 18) | City of Pooler | 3/20/1986; Ongoing |
| Savannah International Airport Airspace Zoning and Height Ordinance (Appendix C, Article I) | Port Wentworth | 12/12/1985; Ongoing |
| Savannah International Airport Airspace Zoning and Height Ordinance (Part 8, Chapter 4) | City of Savannah | 1977; Ongoing |

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 11, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: ANIMAL SERVICES

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Animal Services (Previously Animal Control) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:
Chatham County provides shelter and enforcement service for Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, and Savannah, and the Towns of Thunderbolt and Vernonburg. Tybee Island provides its own Animal Control services for its residents within the boundaries of Tybee Island. Funding from all jurisdictions except for Chatham County and Tybee Island is related to internal municipal operations with the Police Department animal service calls, etc. not shelter operations.

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If “yes”, attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham County | General Fund; License fees; User fees; Grants |
| City of Bloomingdale | General Fund; Court and Citation Fees |
| Garden City | General Fund; Court and Citation Fees |
| City of Pooler | General Fund; Court and Citation Fees |
| City of Port Wentworth | General Fund; Court and Citation Fees |
| City of Savannah | General Fund; Court and Citation Fees |
| Town of Thunderbolt | General Fund; Court and Citation Fees |
| City of Tybee Island | General Fund; User Fees; Grants; SPLOST |
| Town of Vernonburg | General Fund; Court and Citation Fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. There are no additional formal agreements or contracts used to implement this strategy.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham County provides shelter and enforcement service for Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, and Savannah, and the Towns of Thunderbolt and Vernonburg. Tybee Island provides its own Animal Control services for its residents within the boundaries of Tybee Island. Tybee Island also provides a municipal service of animal pick-up and overnight holding before transport by Chatham County to the central Chatham County holding facility if needed. Service for all of the other municipalities other than Tybee Island is provided by Chatham County. However, each jurisdiction oversees the enforcement of their own local ordinances and any related Recorders Court costs/fines. The Georgia Department of Agriculture provides response service for livestock. The Georgia Department of Natural Resources provided response service for wildlife. Funding from all jurisdictions except for Chatham County and Tybee Island is related to internal municipal operations with the Police Department animal service calls, etc. not shelter operations.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

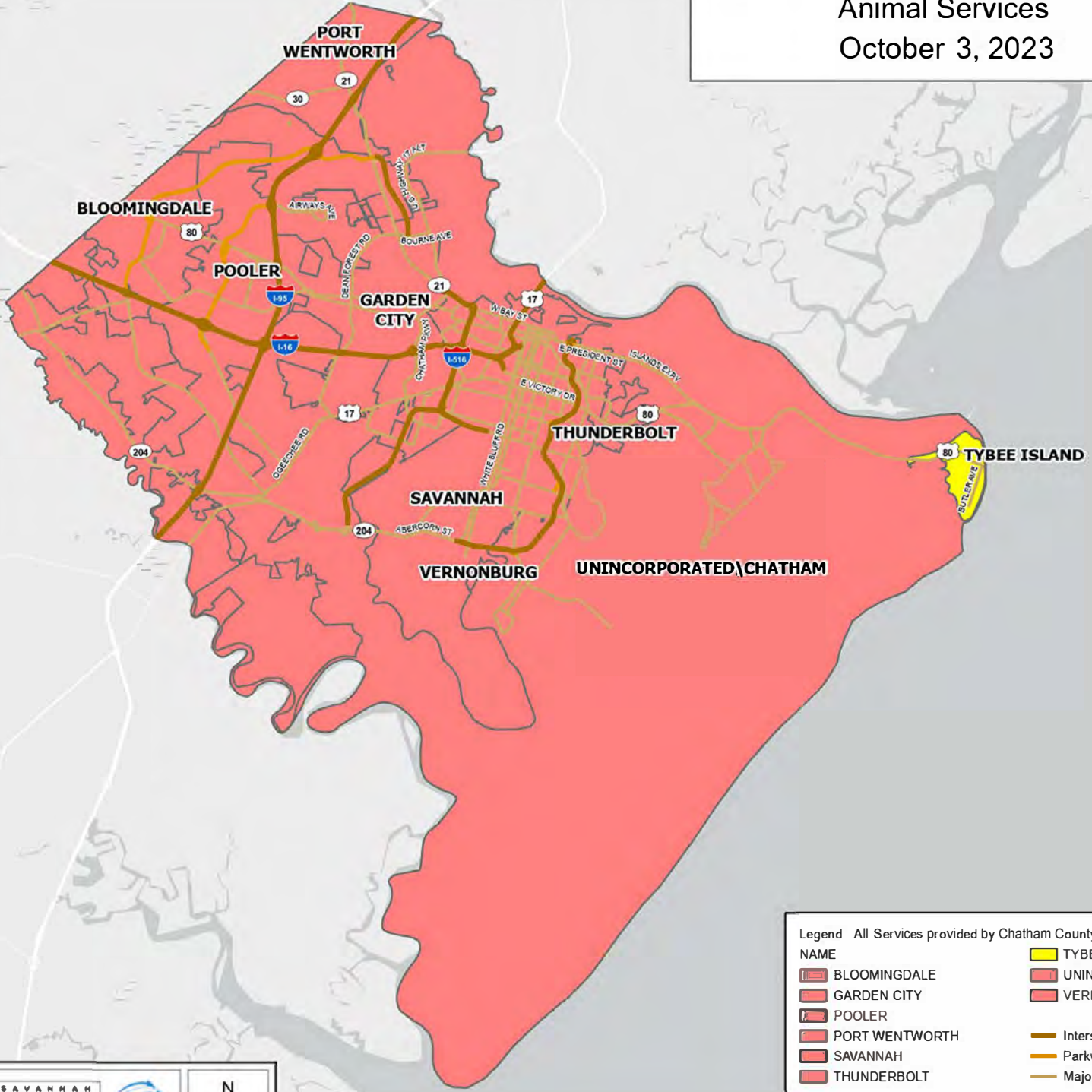
Date completed: **April 13, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Animal Services
 October 3, 2023



Legend All Services provided by Chatham County except for on Tybee Island

| NAME | |
|----------------|------------------------|
| TYBEE ISLAND | UNINCORPORATED\CHATHAM |
| BLOOMINGDALE | VERNONBURG |
| GARDEN CITY | Interstate |
| POOLER | Parkways |
| PORT WENTWORTH | Major Roads |
| SAVANNAH | |
| THUNDERBOLT | |



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A COPY/STATION OF INFORMATION FROM SOURCE(S) AND DOES NOT WARRANT ANY LIABILITY FOR ANY DAMAGE OR LOSS OF INFORMATION OR DATA. USE THIS MAP FOR GENERAL INFORMATION ONLY.

SERVICE: ANNEXATIONS

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|-----------------------------|
| County: Chatham | Service: Annexations |
|------------------------|-----------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|-----------------------------------|
| Chatham County | Special Service District revenues |
| Savannah | General Fund |
| Thunderbolt | General Fund |
| Bloomingtondale | General Fund |
| Port Wentworth | General Fund |
| Tybee Island | General Fund |
| Garden City | General Fund |
| Pooler | General Fund |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

There have been recent annexations into the City of Bloomingtondale from Unincorporated Chatham County with those changes represented in the Municipal Boundary map included in the Appendix.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **March 22, 2022**

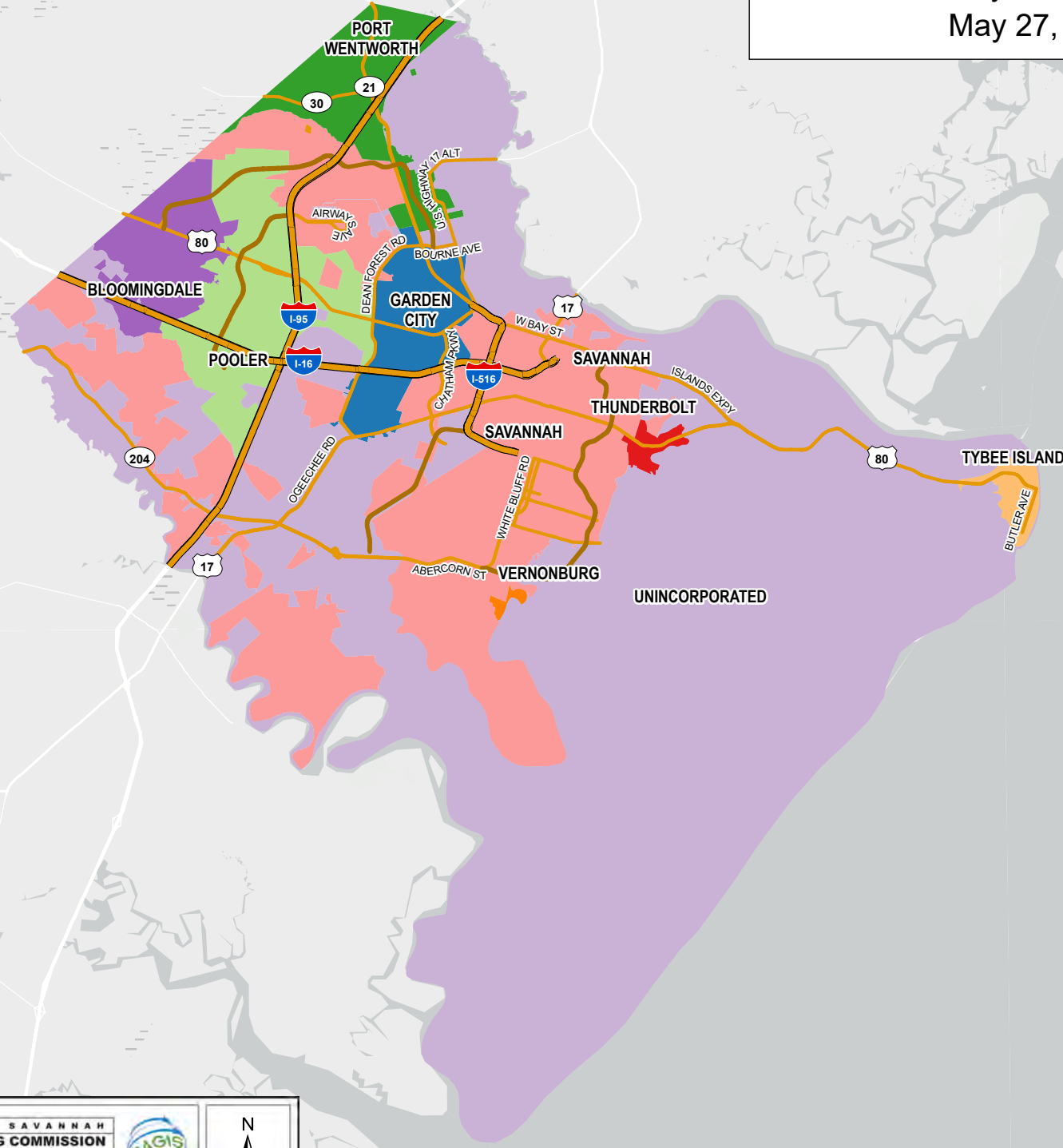
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Chatham County Municipal Boundaries

May 27, 2022



Legend

- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- UNINCORPORATED
- Interstate
- Parkways
- US Highways
- State Routes
- Major Roads

CHATHAM COUNTY - SAVANNAH METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



**SERVICE: BEHAVIORAL HEALTH /
SOCIAL SERVICES / HEALTH
SERVICES**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Community Health, Indigent Health, and Health Department (Previously Health Services) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County provides health services under the umbrella of the Chatham County Health Department's Coastal Health District.**
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Chatham County | General Fund M & O revenues; Georgia Department of Public Health |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification. Although not a new service, specific Health Department and Community Health Services have not been included in previous versions of the SDS, therefore this is being seen as an addition.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Behavioral Healthcare Assistance Contract | Chatham County and Gateway Behavioral Health | 10-year contract |
| Indigent Healthcare Program Contracts | Chatham County and various providers (see attached list for 2022) | Annual Contracts (July-June) |
| Federally Designated Homeless Health Provider | JC Lewis and the US Government | Current/ Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The Coastal Health District and the County Boards of Health in Bryan, Camden, Chatham, Effingham, Glynn, Liberty, Long, and McIntosh counties work to improve the health of those who live, work, and play in those counties by preventing disease, injury and disability; promoting health and well-being; and preparing for and responding to disasters. The Chatham County Health Department is primarily funded through the State of Georgia and the Georgia Department of Public Health; however, some funding comes directly from Chatham County for specific programs.

Chatham County funds indigent healthcare programs through numerous outlets to include Curtis V. Cooper, J.C. Lewis, and Medbank.

There are numerous CoC providers that work within Chatham County to assist those in need within the community. A list of agencies that were awarded funds to deliver specific outcomes and deliverables through the County’s Blueprint program have been included as a snapshot for FY 2022.

CSAH provides mental health outreach and support for the homeless with unified case management through funding from the Department of Behavioral Health and Development Disabilities (DBHDD).

Additionally, the Homeless Authority assists and provides case management to residents in the Dutchtown Properties, forty units that operate as permanent supportive housing for those with qualifying mental health diagnosis.

The Chatham County Safety Net Council works to ensure that there is no duplication of health services throughout Chatham County.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 27, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Health - Social Services Programs (Previously Social Services) |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County, and the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg provide services within their respective communities.**

- Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, attach and implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|--|
| Chatham County | General Fund M & O revenues; Special Service District (SSD) revenues |
| City of Savannah | General Fund; Community Development Block Grant |
| City of Pooler | General Fund |
| Town of Thunderbolt | General Fund |
| City of Bloomingdale | General Fund |
| City of Garden City | General Fund |
| City of Port Wentworth | General Fund |
| City of Tybee Island | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy was updated to reflect new contracts for Social Service Programs.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|--|---|-----------------------------------|
| Continuum of Care for Wrap Around Services | CSAH between the City of Savannah, and Chatham County | Current; Ongoing |
| Social Service Program Contracts | Chatham County and various social service agencies and providers (see attached list for 2022) | Annual Contracts (July-June) |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Social Service programs are continually funded throughout Chatham County by Chatham County and the City of Savannah on an annual basis. The United Way of the Coastal Empire works to assist those in need by focusing on education, income, and health. The Savannah Community Foundation and the United Way Community Fund are mechanisms that allow for the support of local social service programs, provides direct assistance to people through the 211 call center and county service centers, and connects residents with causes in the community. Both Chatham County and the City of Savannah provide funding to both the United Way and some of the programs funded under the umbrella of the United Way.

The attached list of agencies identifies additional agencies that work to provide social service programs within Chatham County.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 27, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: BUILDING
INSPECTION/
CODE ENFORCEMENT**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|-------------------------------------|
| County: Chatham | Service: Building Inspection |
|------------------------|-------------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Services are provided separately within Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.**
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If “yes”, attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|---|
| Chatham County | Special Service District revenues; Enterprise Funds |
| Savannah | General Fund |
| Thunderbolt | General Fund; Permits and fees |
| Bloomingtondale | General Fund; User fees |
| Port Wentworth | General Fund; User Fees |
| Tybee Island | General Fund; Permits and Fees |
| Garden City | General Fund; User Fees |
| Pooler | General Fund; User fees |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. Copies of the referenced Chatham County contracts below are included in the Appendix.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|---|---|-----------------------------------|
| Building Inspections and Development Plan Review Contract | Chatham County for the City of Tybee Island | 9/10/2015; Ongoing |
| Building Inspections Services Contract | Chatham County for the Town of Vernonburg | 12/10/2001; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham County provides building inspection and plan review services to Tybee Island on a contractual basis. Tybee Island also staffs a Fire Marshall to perform separate fire code inspections. Chatham County also provides building inspection services to Vernonburg on a contractual basis.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 20, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|----------------------------------|
| County: Chatham | Service: Code Enforcement |
|------------------------|----------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Services are provided separately within Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|--|
| Chatham County | Special Service District revenues |
| Savannah | General Fund |
| Thunderbolt | General Fund; Penalty/Citation Fees |
| Bloomingtondale | General Fund; User fees |
| Port Wentworth | General Fund; User Fees |
| Tybee Island | General Fund |
| Garden City | General Fund; User Fees/Assessments; Penalty/Citation Fees |
| Pooler | General Fund; User fees; Court and Citation Fees |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. Copies of the referenced Chatham County contracts below are included in the Appendix.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|--|---|-----------------------------------|
| Construction Code and Ordinance Enforcement Contract | Chatham County for the City of Tybee Island | 9/10/2015; Ongoing |
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham County provides code enforcement services to Tybee Island on a contractual basis. Tybee Island also staffs a Fire Marshall to perform separate fire code inspections.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 23, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: CEMETERIES

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|----------------------------|
| County: Chatham | Service: Cemeteries |
|------------------------|----------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service: **The City of Savannah and the City of Pooler provide cemetery services within their municipal boundaries.**

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|---|
| City of Savannah | General Fund, Burial and other related fees, Burial lot sales |
| City of Pooler | General Fund, Burial and other related fees |
| | |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. There are no additional formal agreements or contracts used to implement this strategy.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 1, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: COMMUNICATIONS
(BROADBAND, FIBER, AND
RADIO SYSTEMS)**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Communications Broadband and Fiber |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County distributes service to a majority of its County-owned properties. Similarly, the City of Savannah distributes service to City-owned properties. The cities of Bloomingdale, Port Wentworth, and Thunderbolt contract IT services, while Pooler and Tybee Island have internal IT services. Chatham County, Garden City, and Savannah all contract for specific IT services as well as has internal IT staff.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham County | General Fund; American Rescue Plan Act (Limited Allocation); Grants; SPLOST |
| Savannah | General Fund; American Rescue Plan Act (Limited Allocation); Grants; SPLOST |
| Thunderbolt | General Fund |
| Bloomingtondale | General Fund |
| Port Wentworth | General Fund; American Rescue Plan Act (Limited Allocation); SPLOST |
| Tybee Island | General Fund |
| Garden City | General Fund |
| Pooler | General Fund |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This is a new strategy being detailed for all of Chatham County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Fiber Consulting | Magellan Advisors and Chatham County | Current/ Ongoing |
| General Fiber Project Work | Seimitsu and Chatham County | Current / 2026 |
| Fiber Locating | USIC and Chatham County | Current / 2026 |
| Internet Service Provider | Comcast and Chatham County | Current/ Ongoing |
| Internet Service Provider | AT&T and Chatham County | Current/ Ongoing |
| Internet Service Provider | Hargray and Chatham County | Current/ Ongoing |
| General Fiber and Monitoring/Programming | Layer 3 Communications and Savannah | Current/ Ongoing |
| General Fiber and Monitoring/Programming | Seimitsu and Savannah | Current/ Ongoing |
| Internet Service Provider | AT&T and Savannah | Current/ Ongoing |
| Internet Service Provider: Critical Workforce Shelter, Civic Center, Fire 5 | Hargray and Savannah | Current/ Ongoing |
| Internet Service Provider: Critical Workforce Shelter, Fire 5 | Centurylink/Lumen and Savannah | Current/ Ongoing |
| General Fiber and Monitoring/Programming | Seimitsu and Port Wentworth | Current/ Ongoing |
| Internet Service Provider | Hargray and Bloomingdale | Current/ Ongoing |
| Mobile Data | First Net and Port Wentworth | Current/ Ongoing |
| Internet Service Provider | Comcast and Thunderbolt | Current/ Ongoing |
| General Fiber Project Work | Seimitsu and Pooler | Current |
| Internet Service Provider | Hargray and Pooler | Current/ Ongoing |
| Mobile Data Provider | Verizon separately with Chatham County, the cities of Bloomingdale, Savannah, Pooler, Port Wentworth, and the Town of Thunderbolt | Current/ Ongoing |
| Mobile Data Provider | T-Mobile and the City of Pooler | Current/ Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham County distributes fiber service to a majority of its County-owned properties with plans for expansion. Similarly, the City of Savannah and Pooler distributes fiber service to City-owned properties with a proposed plan for expansion in the coming years.

The cities of Bloomingdale, Port Wentworth, and Thunderbolt contract IT services, while Pooler and Tybee Island have internal IT services. Chatham County, Garden City, Pooler, and Savannah all contract for specific IT services as well as has internal IT staff.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **May 1, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: RADIO
COMMUNICATIONS**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Radio Communication System |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Tybee Island and the Town of Thunderbolt provide municipally owned radios to staff. The radio system infrastructure is provided, maintained, and upgraded by Chatham County and the City of Savannah alone.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|------------------------------|
| Chatham County | General Fund; Grants; SPLOST |
| Savannah | General Fund; Grants; SPLOST |
| Bloomingtondale | General Fund; Grants; SPLOST |
| Garden City | General Fund; Grants; SPLOST |
| Pooler | General Fund; Grants; SPLOST |
| Port Wentworth | General Fund; Grants; SPLOST |
| Thunderbolt | General Fund; Grants; SPLOST |
| Tybee Island | General Fund; Grants; SPLOST |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This is a new SDS strategy for the 2022 update.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Radio System Maintenance and Upgrades | Motorola and Chatham County | Current / Ongoing |
| Radio Tower Inspections | Tower Engineering Professionals and Chatham County | Current / Ongoing |
| Radio System Maintenance and Upgrades | Williams Communications and Chatham County | Current / Ongoing |
| Microwave System Maintenance and Upgrades | Williams Communications and Savannah | Current / 5-year contract |
| Radio System Maintenance and Upgrades | Motorola and Savannah | Current / Ongoing |
| On Call Radio Tower Inspections | Tower Engineering Professionals and Savannah | Current / Ongoing |
| On Call Radio Tower Inspections | Elite Tower LLC and Savannah | Current / Ongoing |
| Regional System Memorandum of Understanding (MOU) | With the Southeast Georgia Regional Radio Network (SEGARRN) that includes seven counties: Chatham, Bryan, Effingham, Bulloch, Liberty, Glynn, and Candler | December 1996; June 2010/ 20-year |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The radio system infrastructure is solely provided, maintained, and upgraded by Chatham County and the City of Savannah. The Georgia Emergency Operations Plan Appendix for Emergency Support Function 2 (ESF-2): Communications Annex. At the local Chatham County level, the ESF-2 Annex for Communications and Warnings as well as Standard Operating Guidelines (SOG) 2-1: Interoperable Communications.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **May 1, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: COURTS & MUNICIPAL
COURT LEGAL DEFENSE**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Court Systems (Previously Courts) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County**

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Chatham County | General Fund M & O revenues; Special Service District revenues; User fees; Court and Citation Fees |
| City of Bloomingdale | General Fund |
| City of Garden City | General Fund; User Fees; Court and Citation Fees |
| City of Pooler | General Fund; User Fees; Court and Citation Fees |
| City of Port Wentworth | General Fund; User Fees; Court and Citation Fees |
| City of Savannah | General Fund |
| Town of Thunderbolt | General Fund; Municipal Court Fund |
| City of Tybee Island | General Fund |
| Town of Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Joint Municipal Court Intergovernmental Agreement to Fund Recorders Court of Chatham County | Chatham County and the City of Savannah | 1/1/2016; Ongoing |
| Joint Intergovernmental Agreement for District Attorney Operations | Tybee Island and the District Attorney's Office | Current; Ongoing |
| Joint Intergovernmental Agreement for Recorders Court Operations | Vernonburg and the City of Savannah | Current; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The Chatham County Court System includes Superior, Magistrate, Probate, State, and Juvenile courts. Chatham County will provide this service countywide except for Municipal Court services are managed separately within each jurisdiction.

The City of Savannah operates the Chatham County Recorder's Court which serves the City of Savannah and unincorporated Chatham County and is also partially funded by Chatham County.

All municipalities are parties to this Service Delivery Strategy, except the Town of Vernonburg, and operate individual municipal courts.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 26, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Criminal Justice/ Municipal Court Legal Defense (Previously Legal Defense) |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **These services will be facilitated separately within the jurisdictions of Chatham County and the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg for Municipal Court services and legal defense.**
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham County | General Fund M & O revenues; Special Service District revenues; User fees |
| Tybee Island | General Fund; User fees |
| Port Wentworth | General Fund; User fees |
| Savannah | General Fund; User fees |
| Thunderbolt | General Fund; User fees |
| Bloomington | General Fund; User fees |
| Garden City | General Fund; User fees |
| Pooler | General Fund; User fees |
| Vernonburg | General Fund; User fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Joint Municipal Court Intergovernmental Agreement to Fund Recorders Court of Chatham County | Chatham County and the City of Savannah | 1/1/2016; Ongoing |
| Joint Intergovernmental Agreement for District Attorney Operations | Tybee Island and the District Attorney's Office | Current; Ongoing |
| Joint Intergovernmental Agreement for Recorders Court Operations | Vernonburg and the City of Savannah | Current; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

O.C.G.A. 17-12-2 details the criminal procedures followed. The Chatham County Court System includes Superior, Magistrate, Probate, State, and Juvenile courts.
 The City of Savannah operates the Chatham County Recorder's Court which serves the City of Savannah and unincorporated Chatham County and is also partially funded by Chatham County.
 All municipalities party to this Service Delivery Strategy except the Town of Vernonburg operate individual municipal courts.
 Vernonburg has an agreement with the City of Savannah to facilitate Vernonburg's cases with Savannah's Recorder's Court.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 21, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below: **Melanie Wilson, Executive Director MPC, 912-651-1440**

SERVICE: CULTURAL AFFAIRS

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: **Chatham**

Service: **Cultural Affairs**

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County, the City of Savannah, and the City of Tybee Island provide these services separately for their individual communities.**
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SERVICE: EMERGENCY MANAGEMENT

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Public Safety - Emergency Management (Previously Emergency Management) |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County provides this service for all of the jurisdictions in Chatham County.**
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service.
- Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, attach and implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|-----------------------|
| Chatham County | General Fund |
| Bloomingtondale | General Fund |
| Garden City | General Fund |
| Pooler | General Fund |
| Port Wentworth | General Fund |
| Savannah | General Fund |
| Thunderbolt | General Fund |
| Tybee Island | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|--|---------------------------------------|
| Intergovernmental Agreement for Emergency Management Services | Individually with CEMA and the: <ol style="list-style-type: none"> 1. City of Bloomingtondale 2. City of Garden City 3. City of Pooler 4. City of Port Wentworth 5. City of Savannah 6. City of Tybee Island 7. Town of Thunderbolt 8. Town of Vernonburg | March 2013 (valid for 25 years) |
| Memorandum of Agreement - Statewide Mutual Aid and Assistance Agreement with Chatham County and the Georgia Emergency Management Agency | Individually with CEMA and the: <ol style="list-style-type: none"> 1. City of Bloomingtondale 2. City of Garden City 3. City of Pooler 4. City of Port Wentworth 5. City of Savannah 6. City of Tybee Island 7. Town of Thunderbolt 8. Town of Vernonburg | July 2020 (valid until March 2024) |
| Memorandum of Agreement - Local Emergency and Disaster | Individually with CEMA and the: <ol style="list-style-type: none"> 1. City of Bloomingtondale | June 2016 (valid until June 2030) |

| | | |
|---|---------------------------------|--|
| Mutual Aid Agreement with Chatham County | 2. City of Garden City | |
| | 3. City of Pooler | |
| | 4. City of Port Wentworth | |
| | 5. City of Savannah | |
| | 6. City of Tybee Island | |
| | 7. Town of Thunderbolt | |
| | | |
| Resolution - Adoption of the Chatham County Emergency Operations Plan | Individually with CEMA and the: | August 2020 (valid until August 2025) |
| | 1. City of Bloomingdale | |
| | 2. City of Garden City | |
| | 3. City of Pooler | |
| | 4. City of Port Wentworth | |
| | 5. City of Savannah | |
| | 6. City of Tybee Island | |
| | 7. Town of Thunderbolt | |
| 8. Town of Vernonburg | | |
| Resolution - Adoption of the National Incident Management System (NIMS) | Individually with CEMA and the: | January 2013 (valid until November 2038) |
| | 1. City of Bloomingdale | |
| | 2. City of Garden City | |
| | 3. City of Pooler | |
| | 4. City of Port Wentworth | |
| | 5. City of Savannah | |
| | 6. City of Tybee Island | |
| | 7. Town of Thunderbolt | |
| 8. Town of Vernonburg | | |
| Resolution - Adoption of the Chatham County Multi-Jurisdictional Hazard Mitigation Plan | Individually with CEMA and the: | December 2020 (valid until December 2025) |
| | 1. City of Bloomingdale | |
| | 2. City of Garden City | |
| | 3. City of Pooler | |
| | 4. City of Port Wentworth | |
| | 5. City of Savannah | |
| | 6. City of Tybee Island | |
| | 7. Town of Thunderbolt | |
| 8. Town of Vernonburg | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham Emergency Management Agency (CEMA) provides this specific Emergency Management service for all of Chatham County. Bloomingdale, Port Wentworth, Savannah, and Tybee Island have designated Emergency Management Coordinators that work closely with the Chatham Emergency Management Agency (CEMA) and perform emergency management functions. Services provided by these Emergency Management Coordinators supplement efforts provided at the County level.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,**
Chatham County-Savannah Metropolitan Planning Commission
Phone Number: **912-651-1440** Date completed: **April 22, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: EMERGENCY MEDICAL
AMBULANCE SERVICES (EMS)**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Public Safety - Emergency Medical Services (EMS) (Previously Emergency Medical Services) |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area: **Chatham County's Emergency Medical Service areas are broken into 4 Zones. Zones 1 and 2 are serviced by Chatham Emergency Services (CES) as directed by the Georgia Board of Public Health. Zones 3 and 4 are designated to Chatham County which has contracted with CES to provide this service. Therefore, CES provides EMS countywide. The Chatham County EMS service areas are shown on the enclosed map.**

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham Emergency Services | User fees; Service Fees; Stipend Collected for Designated Zones 3 and 4 |
| Chatham County | Operating Fund; Grants |
| City of Bloomingdale | General Fund; Grants |
| City of Garden City | General Fund; Grants |
| City of Pooler | General Fund; Grants |
| City of Port Wentworth | General Fund; Grants |
| City of Savannah | General Fund; Grants |
| Town of Thunderbolt | General Fund; Grants |
| City of Tybee Island | General Fund; Grants |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-------------------------------------|
| Region 9 Southeast Georgia Emergency Medical Services System Zoning Plan: Zones 1 and 2 | Regional EMS Council/ Georgia Board of Public Health and Chatham Emergency Services | August 26, 2014; Ongoing |
| Region 9 Southeast Georgia Emergency Medical Services System Zoning Plan: Zones 3 and 4 | Regional EMS Council/ Georgia Board of Public Health and Chatham County | August 26, 2014; Ongoing |
| Zones 3 and 4 Emergency Medical Services Contract | Chatham County and Chatham Emergency Services (CES) | September 1, 2016 – August 31, 2022 |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham Emergency Services (CES) (private) provides emergency medical service that covers all of Chatham County as shown on the attached map.
 Hunter Army Airfield (HAAF) provides its own Emergency Medical Services (Zone 5 on the map) within its boundaries as mandated by the Department of Defense.
 The City of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, and Tybee Island responds to medical calls and provides rapid lifesaving intervention for patients who require immediate medical attention, and to provide additional resources on an EMS scene as needed. Pooler Fire Department is licensed by the State of Georgia as a Medical First Responder in Region 9.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
 Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

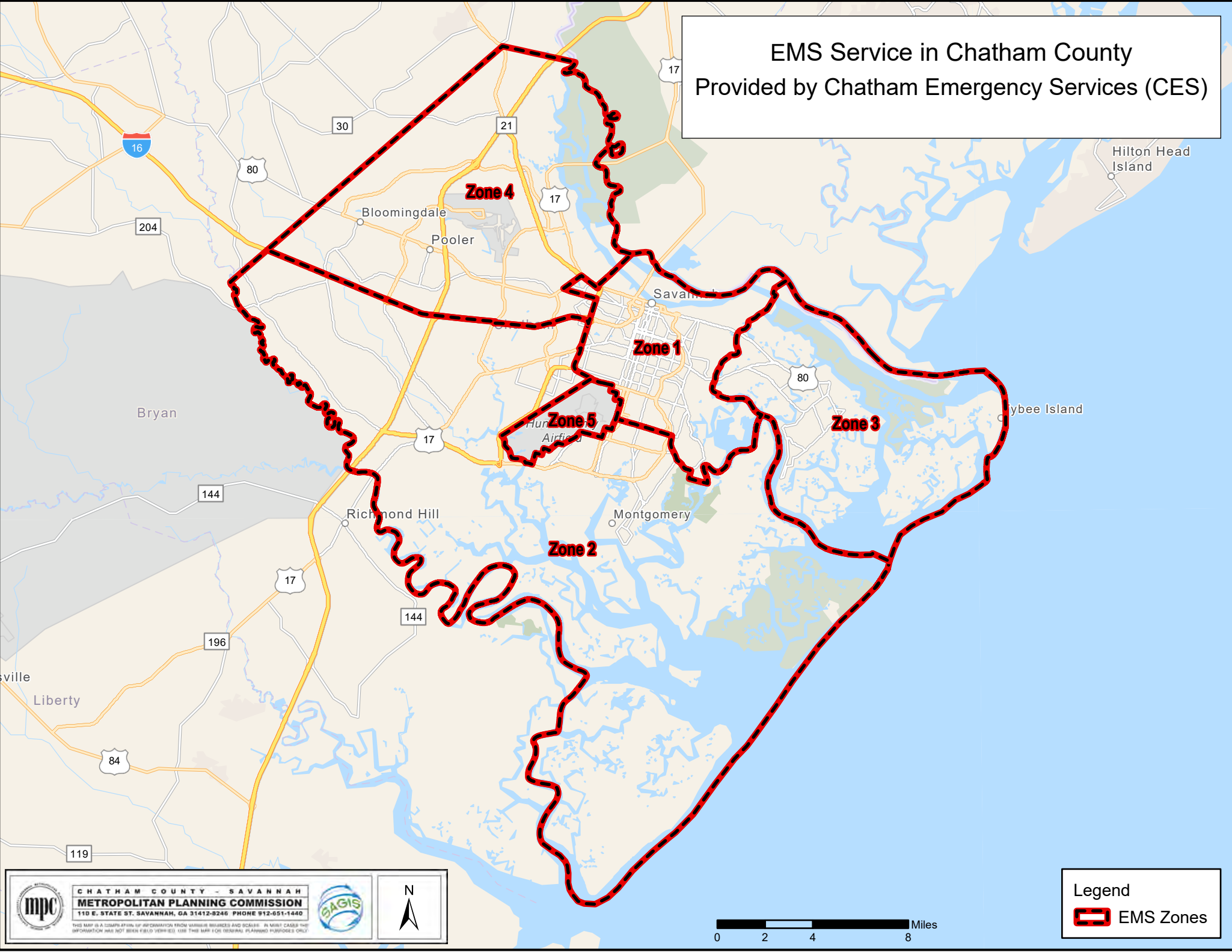
Date completed: **April 22, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

EMS Service in Chatham County Provided by Chatham Emergency Services (CES)




 **CHATHAM COUNTY - SAVANNAH**
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440





THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



Legend
 EMS Zones

**SERVICE: FIRE PROTECTION/
HAZARDOUS MATERIALS**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---------------------------------|
| County: Chatham | Service: Fire Protection |
|------------------------|---------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area: **See the corresponding map for specific delineations. The Cities of Savannah, Thunderbolt, Bloomingdale, Garden City, Port Wentworth, and Tybee Island provide fire service to their respective communities. Chatham Emergency Fire provides fire service in unincorporated Chatham County with the exception of Isle of Hope which is a volunteer fire provider. HAAF and the Airport (via the 165th) each provide their own fire response.**

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Chatham County | Enterprise Fund; Fire Fees |
| City of Savannah (County Seat) | General Fund |
| City of Pooler | General Fund; Service Contracts; Subscription Fees; Grants |
| City of Bloomingdale | General Fund; User Fees |
| City of Port Wentworth | General Fund; Fees; Service Contracts |
| City of Garden City | General Fund; Contributions |
| Town of Thunderbolt | General Fund; Subscription Fees |
| City of Tybee Island | General Fund; Subscription Fees |
| City of Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

There have been modifications to the boundaries of individual service providers to include Thunderbolt and unincorporated Chatham County, and those are represented in the attached Fire Service Area Map with details included in the Appendix.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Type I Hazardous Materials Response Mutual Aide Agreement | City of Savannah provides this service to Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, and Tybee Island, and the Towns of Thunderbolt and Vernonburg | Current; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The Cities of Savannah, Thunderbolt, Bloomingdale, Garden City, Port Wentworth, and Tybee Island provide service to some individual subscribers within unincorporated Chatham County. The City of Savannah provides extraterritorial fire protection to three unincorporated Constitutional Industrial Districts shown on the accompanying map. The majority of unincorporated Chatham County is served by a non-profit provider under contract with the County as shown on the attached Fire Service Area map.

Emergency Response:

Hazardous materials emergency response is conducted within each jurisdiction by the municipal fire service provider in accordance with Georgia Code (O.C.G.A.) Title 25, *Fire Protections and Safety*, Chapter 3, *Local Fire Departments*, Article 1 (O.C.G.A. 25-3-1). In addition, the City of Savannah's Type I Hazardous Materials Team can provide additional response capabilities to municipalities if requested in accordance with current Mutual Aid Agreements established under allowance of O.C.G.A. Title 25, *Fire Protections and Safety*, Chapter 6, *Mutual Aid Resource Pact* (O.C.G.A. 26-6), and O.C.G.A. Title 36, *Local Government*, Chapter 39, *Mutual Aid* (O.C.G.A. 36-69).

Facility Assessments:

Hazardous materials assessments are conducted countywide (i.e. including all cities and unincorporated areas) by the City of Savannah's Hazardous Materials Team for all facilities storing hazardous substances. This service is provided in accordance with *Hazardous Materials Team Intergovernmental Agreement* between Chatham County and the City of Savannah. Funding to support this service is provided through registration fees collected in accordance with the Chatham County Code Chapter 21, Article X, 21.1000, *Payment for Registration Fees by Facilities with Hazardous Substances*.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 25, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

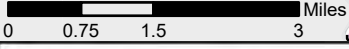
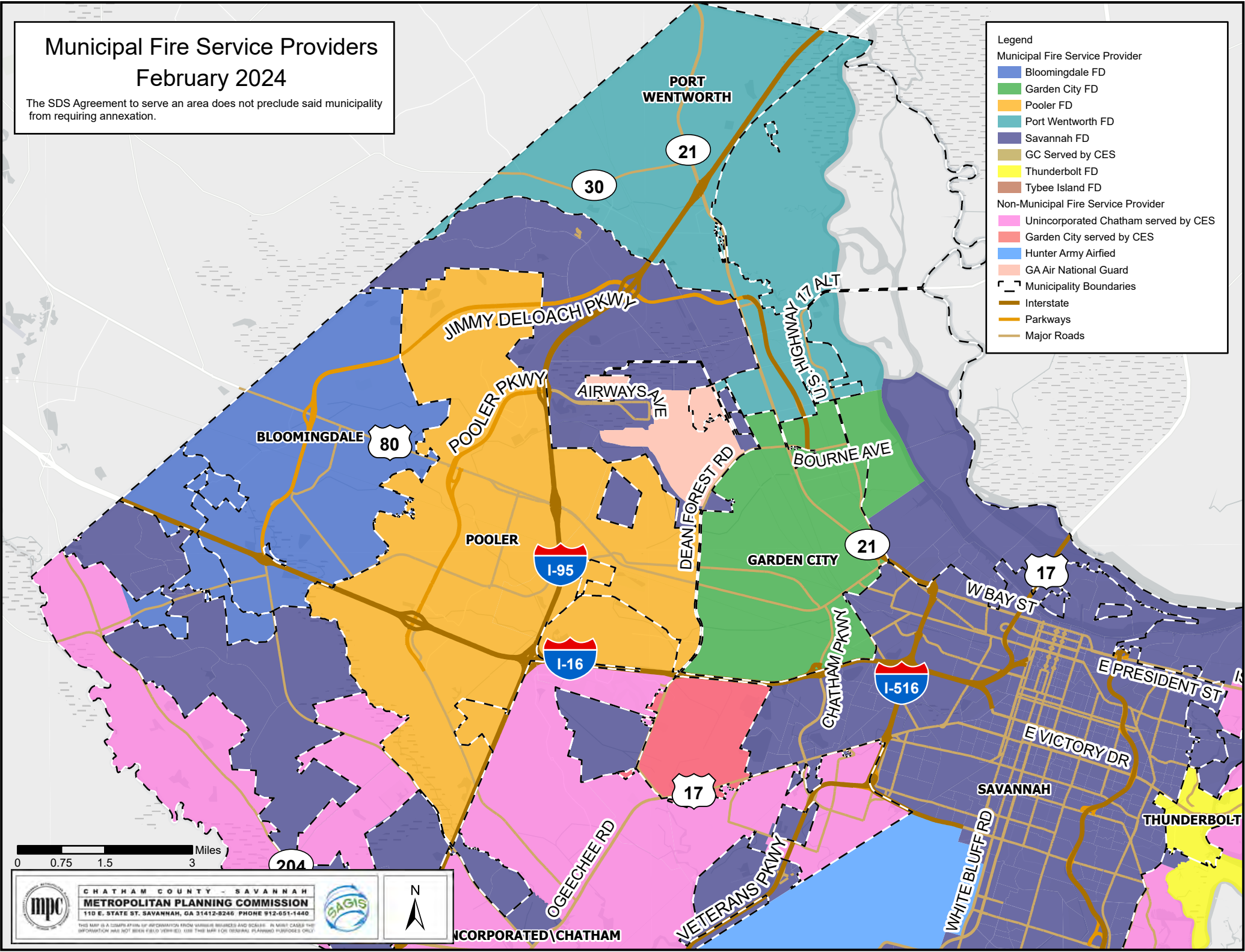
Melanie Wilson, Executive Director MPC, 912-651-1440

Municipal Fire Service Providers

February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

- Legend**
- Municipal Fire Service Provider**
- Bloomingdale FD
 - Garden City FD
 - Pooler FD
 - Port Wentworth FD
 - Savannah FD
 - GC Served by CES
 - Thunderbolt FD
 - Tybee Island FD
- Non-Municipal Fire Service Provider**
- Unincorporated Chatham served by CES
 - Garden City served by CES
 - Hunter Army Airfield
 - GA Air National Guard
- Other Symbols**
- Municipality Boundaries
 - Interstate
 - Parkways
 - Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

mpc **SAGIS**

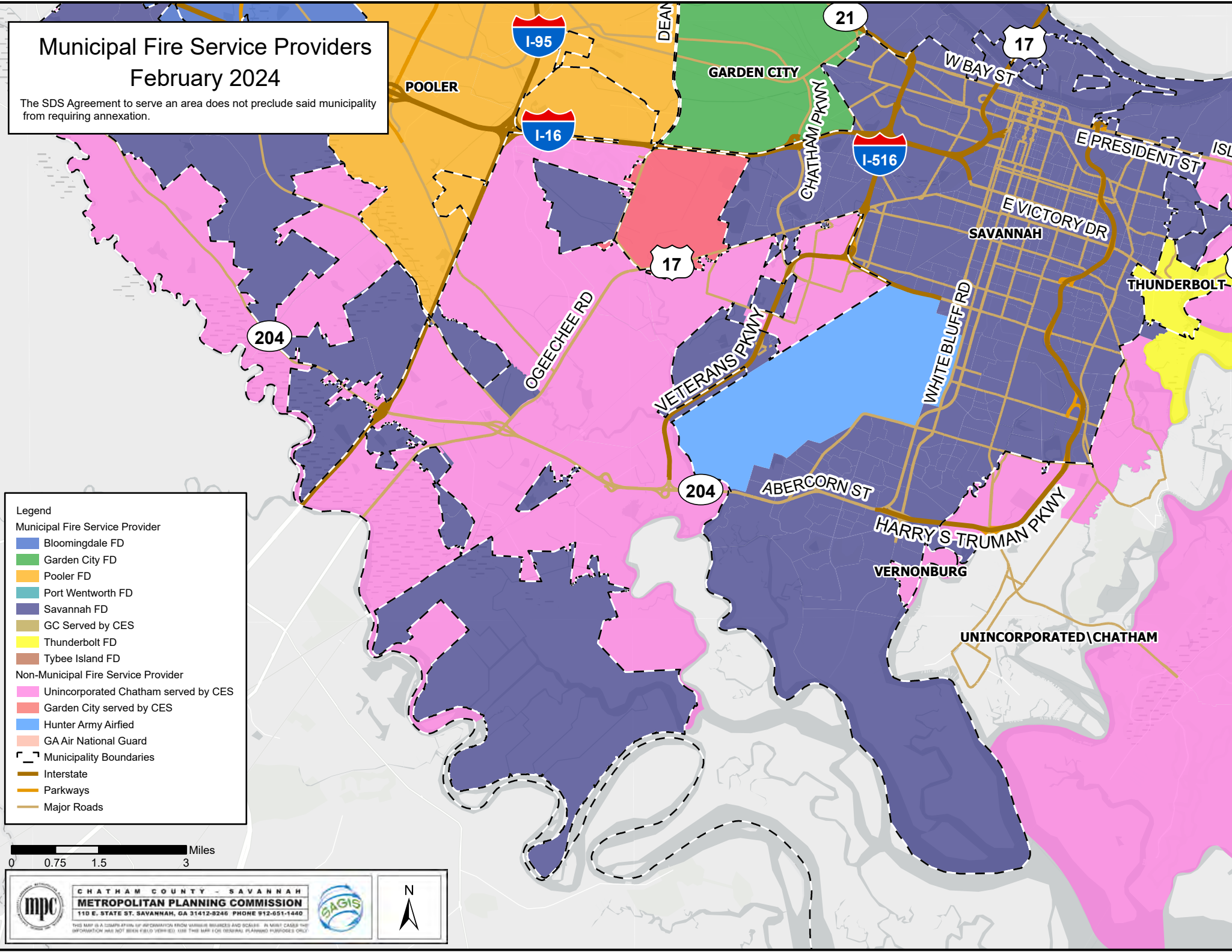
THIS MAP IS A SIMPLIFICATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

UNINCORPORATED CHATHAM



Municipal Fire Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Municipal Fire Service Provider

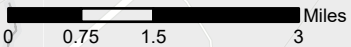
- Bloomingdale FD
- Garden City FD
- Pooler FD
- Port Wentworth FD
- Savannah FD
- GC Served by CES
- Thunderbolt FD
- Tybee Island FD

Non-Municipal Fire Service Provider

- Unincorporated Chatham served by CES
- Garden City served by CES
- Hunter Army Airfield
- GA Air National Guard

Municipality Boundaries

- Municipality Boundaries
- Interstate
- Parkways
- Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



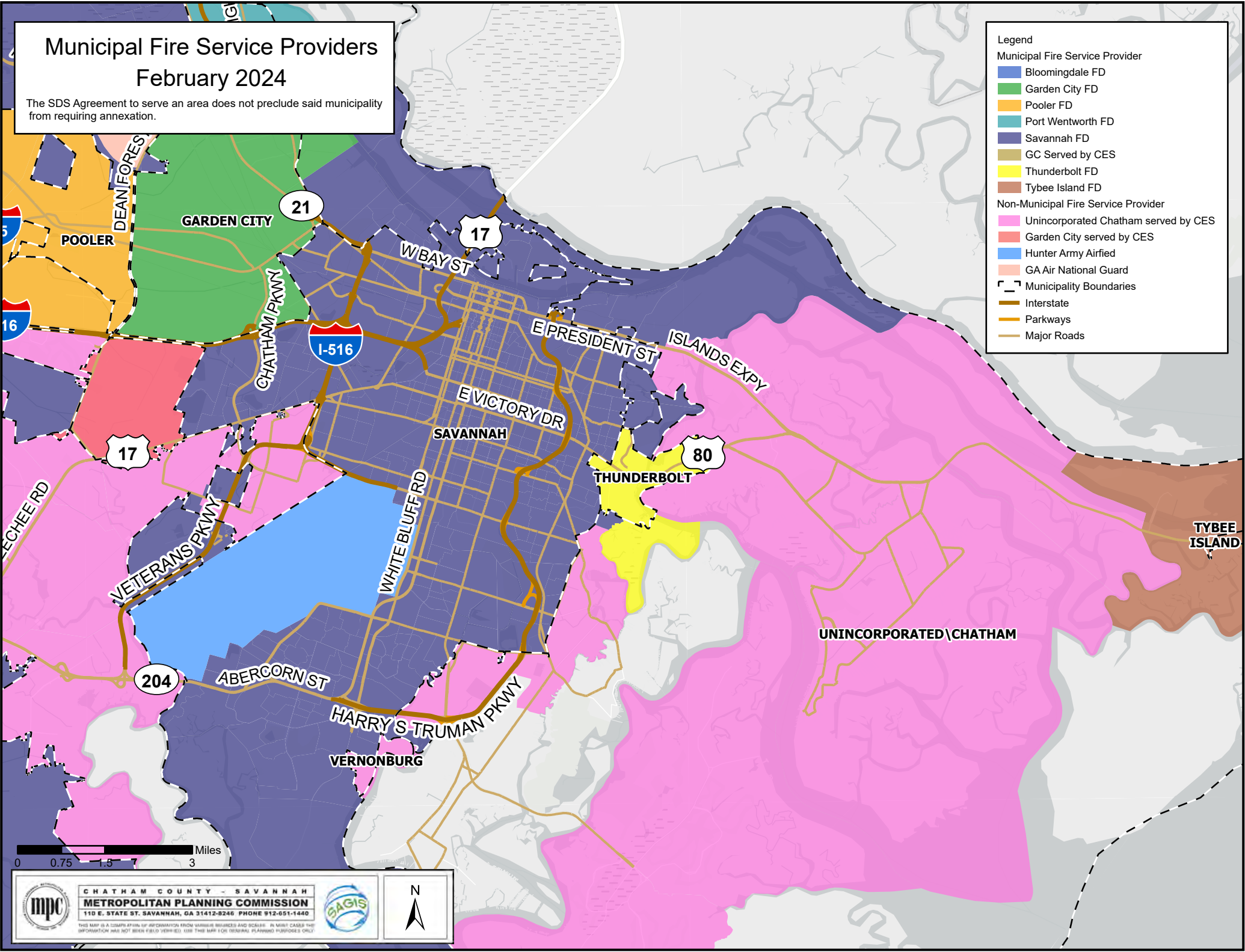
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Fire Service Providers

February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

- Legend**
- Municipal Fire Service Provider**
 - Bloomington FD
 - Garden City FD
 - Pooler FD
 - Port Wentworth FD
 - Savannah FD
 - GC Served by CES
 - Thunderbolt FD
 - Tybee Island FD
 - Non-Municipal Fire Service Provider**
 - Unincorporated Chatham served by CES
 - Garden City served by CES
 - Hunter Army Airfield
 - GA Air National Guard
 - Other**
 - Municipality Boundaries
 - Interstate
 - Parkways
 - Major Roads



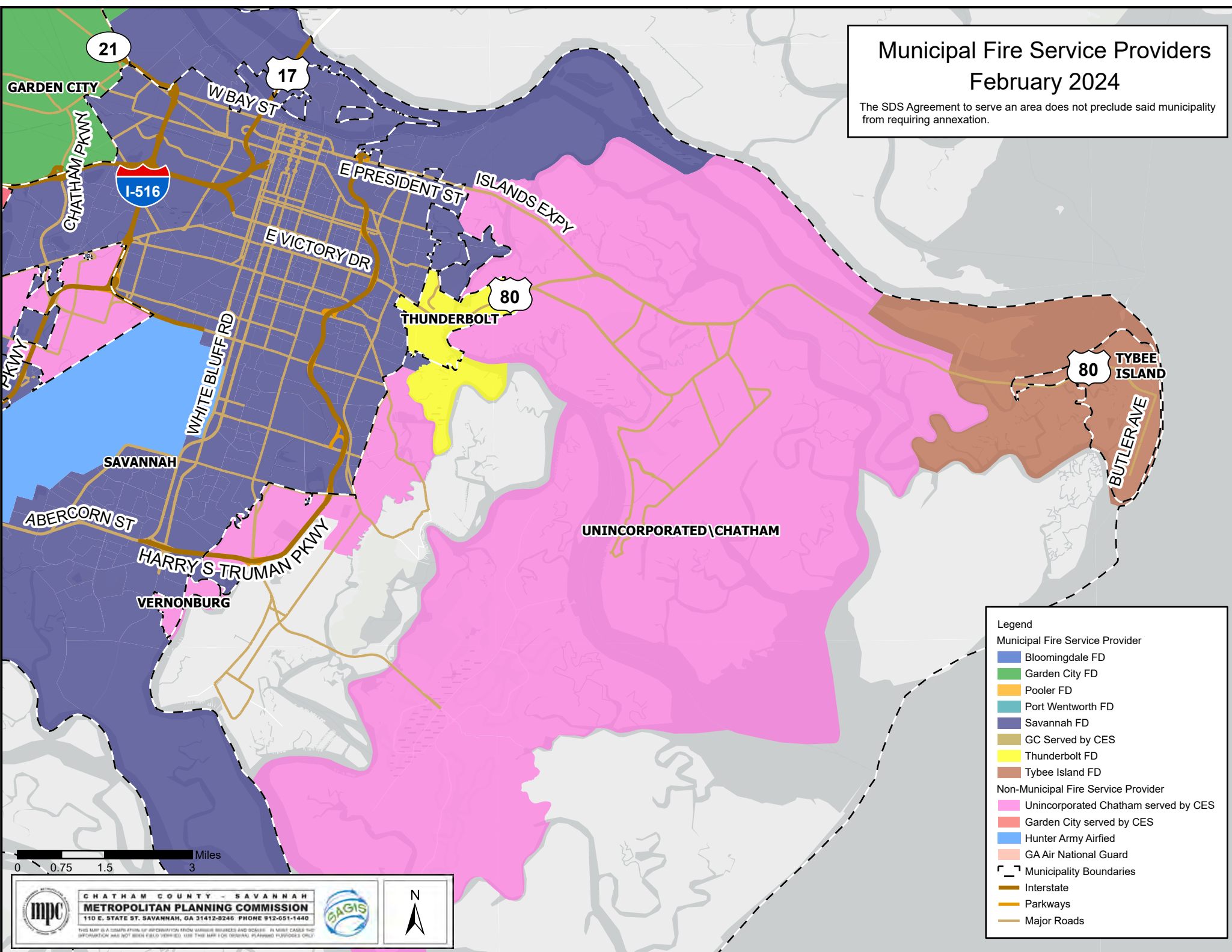
CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

mpc | SAGIS

THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THE MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Fire Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Municipal Fire Service Provider

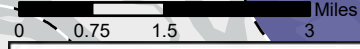
- Bloomingdale FD
- Garden City FD
- Pooler FD
- Port Wentworth FD
- Savannah FD
- GC Served by CES
- Thunderbolt FD
- Tybee Island FD

Non-Municipal Fire Service Provider

- Unincorporated Chatham served by CES
- Garden City served by CES
- Hunter Army Airfield
- GA Air National Guard

Other Features

- Municipality Boundaries
- Interstate
- Parkways
- Major Roads





CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALERS. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THE MAP FOR GENERAL PLANNING PURPOSES ONLY.





Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: **Chatham**

Service: **Hazardous Materials Assessment (Previously Hazardous Materials)**

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **City of Savannah**
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|-------------------------------|--|
| City of Savannah | General Fund; Special Hazardous Materials Fees |
| Chatham County | General Fund; Special Hazardous Materials Fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|-------------------------------------|----------------------------|
| Hazardous Materials Assessment Agreement | Chatham County and City of Savannah | Current; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Facility Assessments:

Hazardous materials assessments are conducted countywide (i.e. including all cities and unincorporated areas) by the City of Savannah's Hazardous Materials Team for all facilities storing hazardous substances. This service is provided in accordance with *Hazardous Materials Team Intergovernmental Agreement* between Chatham County and the City of Savannah. Funding to support this service is provided through registration fees collected in accordance with the Chatham County Code Chapter 21, Article X, 21.1000, *Payment for Registration Fees by Facilities with Hazardous Substances*.

1. Chatham County's ordinance for *Payment of Registration Fee by Facilities with Hazardous Substances Ordinance (Chatham County Code Chapter 21, Article X, 21.1000)* was adopted 2/23/1996 and is ongoing for facilities using over 10,000 pounds of hazardous substances.
2. Additionally, when applicable, each jurisdiction in Chatham County may perform additional hazardous materials inspections in addition to those listed above.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,**
Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: **April 25, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: **Chatham**

Service: **Hazardous Materials Response**

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **City of Savannah with City of Pooler providing backup services if needed.**
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|-------------------------------|--|
| City of Savannah | General Fund; Special Hazardous Materials Fees |
| Chatham County | General Fund; Special Hazardous Materials Fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. N/A

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|-------------------------------------|----------------------------|
| Hazardous Materials Agreement | Chatham County and City of Savannah | Current; Ongoing |
| On-call Hazardous Materials Cleanup Agreement | Pooler and EnviroVac | Annual; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Emergency Response:

Hazardous materials emergency response is conducted within each jurisdiction by the municipal fire service provider in accordance with Georgia Code (O.C.G.A.) Title 25, *Fire Protections and Safety*, Chapter 3, *Local Fire Departments*, Article 1 (O.C.G.A. 25-3-1). In addition, the City of Savannah's Type I Hazardous Materials Team can provide additional response capabilities to municipalities if requested in accordance with current Mutual Aid Agreements established under allowance of O.C.G.A. Title 25, *Fire Protections and Safety*, Chapter 6, *Mutual Aid Resource Pact* (O.C.G.A. 26-6), and O.C.G.A. Title 36, *Local Government*, Chapter 39, *Mutual Aid* (O.C.G.A. 36-69).

The Chatham County *Report of Spill or Release of Hazardous Substance or Oil Ordinance* effective June 24, 1995, requires prompt reporting of a reportable quantity of a spill or release of any hazardous substance or oil which is known to have or suspected to have left the boundaries of the facility where stored and used within Chatham County.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 25, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: HISTORIC
PRESERVATION**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---------------------------------------|
| County: Chatham | Service: Historic Preservation |
|------------------------|---------------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the cities of Savannah and Tybee Island provide this service within their respective communities.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|------------------------------|
| Chatham County | General Fund; Grants; SPLOST |
| Savannah | General Fund; Grants; SPLOST |
| Garden City | General Fund |
| Pooler | General Fund: Grants |
| Port Wentworth | General Fund |
| Tybee Island | General Fund; Grants |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The Chatham County – Savannah Metropolitan Planning Commission (MPC) is the agency that provides Historic Preservation services through programmatic agreements for the City of Savannah and to Chatham County upon request. The MPC also oversees Section 106 and Code of Federal Regulations Department of Transportation Title 23, Section 4(f) reviews for the City of Savannah coordinated with the State Historic Preservation Office (SHPO) to take into account the effects of their undertakings on historic properties.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 1, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: HOMELESSNESS

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|------------------------------|
| County: Chatham | Service: Homelessness |
|------------------------|------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **The Chatham Savannah Authority for the Homeless (CSAH) provides homeless support services throughout all of Chatham County.**
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|---|--|
| Chatham County | General Fund; Grants |
| Garden City | General Fund; Grants |
| Savannah | General Fund; Grants |
| Chatham Savannah Authority for the Homeless | <p>Grants; Donations; Government Contracts;</p> <p>HUD/Georgia Department of Community Affairs (DCA) funding as the Collaborative Applicant for the Chatham County Continuum of Care. Grant funding is as follows and supports the work of the CoC: Unified Case Management, CoC planning, Homeless Management Information Systems, Coordinated Entry</p> <p>Municipal Funding;</p> <ul style="list-style-type: none"> • City of Savannah (CPP, ESG- City 54, CDBG, ESG/CV) • Chatham County's current support is as follows: Previous Blueprint funding for programs and efforts. The County has also funded through ERA /ARPA funds for the Coordination of donated goods for the homeless (serves the entire CoC partnership) |
| | |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Homeless Services have not been included in previous versions of the SDS, therefore this service is being seen as an addition.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|--|--|
| Establishment of the Chatham Savannah Authority for the Homeless | Chatham County and the City of Savannah | 1989; Ongoing |
| Chatham County Continuum of Care (CoC) | A CoC Board oversees a group of key stakeholders who collaborate to create and implement policies, programs, and systems that are effective at preventing and ending homelessness. | The Chatham-Savannah Authority for the Homeless, which serves as the Collaborative Applicant, applies for Continuum of Care planning activities and funding on behalf of the community |
| CoC's HUD-designated Collaborative Applicant (Lead Agency) Agreement | The Chatham-Savannah Authority for the Homeless and the CoC | Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The Chatham Savannah Authority for the Homeless provides homeless support services to include permanent supportive housing, transitional housing, emergency bed spaces for the homeless throughout all of Chatham County. The Chatham Savannah Authority for the Homeless (CSAH) provides homeless support services throughout all of Chatham County with the support of its Continuum of Care (CoC) partners. Although there are a multitude of agencies and programs throughout the community actively working towards addressing homelessness, only a small group are mentioned here.

CSAH acts as a coordinating and leadership body for homeless services in Chatham County. With its Continuum of Care (CoC) partners, CSAH works in partnership with nonprofit service providers, government officials, business leaders, and the faith community to reduce and eliminate homelessness.

There are many programs funded by and through the CoC that aid in this effort including but not limited to, programs allowing for; State funded Rapid Reentry programs for incarcerated individuals; and more recently, the Emergency Rental Assistance and temporary nationwide Federal Eviction Moratorium put in place as part of the Coronavirus Aid, Relief, and Economic Security Act of 2020. CSAH also provides rental assistance, self-sufficiency planning, and resource referrals for education, employment, food, shelter, and healthcare. Through Coordinated Entry, assessments with the potential clients are made and referrals for various diversion services like the previously noted rental assistance program, temporary housing for those experiencing episodic homelessness, transportation (Grey Hound bus tickets when appropriate), emergency food, medical assistance, mental health, and substance abuse.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 19, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: HOUSING

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|-------------------------|
| County: Chatham | Service: Housing |
|------------------------|-------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **The Housing Authority of Savannah provides housing services throughout Chatham County.**

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, attach and implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|---|--|
| City of Savannah | General Fund; Grants; Fines (Code Enforcement); Savannah Affordable Housing Fund; SPLOST; Water/Sewer Tap Fees; Community Development Block Grants |
| Chatham County | General Fund; Grants; Fines (Code Enforcement) |
| Chatham County/Savannah Land Bank Authority | Property Sale Proceeds; Contributions; Land Bank Fund; Funds from the City of Savannah and Chatham County |
| Housing Authority of Savannah | Housing and Urban Development (HUD) Grants; Bond Issuance |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Although not a new service, Housing Services has not been included in previous versions of the SDS, therefore this is being seen as a new addition to the SDS. Chatham County and the City of Savannah fund additional housing wraparound support services that are NOT the same as what the HAS provides.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **Chatham County and the City of Savannah fund additional housing wraparound support services that are NOT the same as what the HAS provides.**

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|--|--|
| Interlocal Cooperation Agreement Establishing the Chatham County/Savannah Land Bank Authority, Inc. | City of Savannah and Chatham County | 7/24/1993; Preamble 9/21/2001; 3 rd Amendment: 5/22/2020/ Ongoing |
| Emergency Housing Rental Assistance Program | Federal Government (CARES Act Grant Funding) and the City of Savannah | 2020/ April 2021 |
| Emergency Housing Rental Assistance Program | Federal Government (CARES Act Grant Funding) and Chatham County | 2020/ December 2023 |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The Housing Authority of Savannah (HAS), as the largest provider of affordable housing in Savannah, has continued to focus its efforts and resources on improving the quality of its housing stock, not only increasing the pride of existing residents, but also increasing the marketability of units to higher income residents. In addition to improving the condition and availability of housing, the Housing Authority of Savannah continues to provide services to enable residents to improve their quality of life.

Incorporated in 1937 by the City of Savannah, HAS is federally funded by the U.S. Department of Housing and Urban Development. HAS is governed by a five-member Board of Commissioners that, in accordance with Georgia Code Ch. 3, Art. 1, Pt. 3, are appointed by the Mayor of the City of Savannah to serve five-year terms.

HAS currently has 898 public housing units in five traditional public housing neighborhoods and administers a large Housing Choice Voucher (Section 8) Program, which assists families to obtain rental housing from private property owners.

Within the Housing Choice Voucher Program, are several specially designated voucher iterations to serve specific populations. HAS Real Estate and Service Areas are provided below:

REAL ESTATE PORTFOLIO

- 5 Traditional Public Housing Developments (897 units)
- 1 Rental Assistance Demonstration Developments (164 units)
- 5 Mixed-Finance/Mixed Income Developments* (1,078 units)
**some are privately managed*

HOUSING CHOICE VOUCHER PROGRAM 3,588 allocations

1. Shelter Plus Care Program (vouchers to people who are homeless and meet at least one of three other criteria: HIV/AIDS, chronic mental disability, and/or substance abuse)
2. Moderate Rehabilitation Program (housing to homeless men at Duffy Street *Single Room Occupancy*)
3. Portables (vouchers in which the participant has moved from our jurisdiction to another area within the US and HAS is paying their assistance to another housing authority)
4. Veterans Affairs Supportive Housing (VASH) vouchers (combine HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs at its medical centers. The local VA refers eligible VASH families to HAS.)
5. Project Based Vouchers (allocations are to assist elderly participants in specific developments throughout Savannah)

HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

During 2021, ten families purchased homes. The program's success is due to the homeownership specialist who works closely with the prospective homebuyer through every step of the process and provides post-counseling to ensure the homebuyer remains in good standards with their mortgage lenders and maintains their homes. This program will continue to guide prospective homebuyers towards homeownership.

HOUSING FINANCE AGENCY

HAS is a housing finance agency which issues 4% tax-exempt bonds to developers for the rehabilitation or development of affordable housing units in Savannah.

Chatham County and the City of Savannah fund additional housing wraparound support services that are NOT the same as what the HAS provides. Although there are a multitude of agencies and programs throughout the community actively working towards addressing housing issues, only a small group of additional community wraparound programs are mentioned here.

Chatham County's "Blueprint" is the long-range planning program that also allows for annual funding to be awarded to applicants throughout Chatham County that work towards implementing Goals and Strategies outlined in the County's Blueprint. Blueprint grants are intended to support non-mandated programming and initiatives that directly align with the Chatham Community Blueprint and the priorities of the Chatham County Board of Commissioners.

The Chatham County/Savannah Land Bank Authority was established to facilitate the distribution of property and/or land for low-income housing and the production of low-income or moderate-income housing.

As a housing initiative to support affordable housing development, **Garden City** allows for water/sewer tap-in fee abatement to applicable entities to promote the development of low-income or moderate-income housing.

The City of Savannah operates the Savannah Affordable Housing Fund (SAHF) that is funded by the City of Savannah and private investments to accomplish housing initiatives. Community Housing Services Agency, Inc. (CHSA). CHSA, established by the City of Savannah, business, and community leaders in 1989, is a local non-profit housing organization that, among other activities, administers the SAHF for the City and private donors.

Savannah also Issues Bonds, facilitates Enterprise Zones that permit property tax relief for the development of housing, and operates the “Dream Maker” Program in addition to numerous other City-funded housing programs and projects. Additionally, the City of Savannah allows for water/sewer tap-in fee abatements to applicable entities to promote the development of low-income or moderate-income housing.

The Housing Savannah Action Plan was adopted by City Council on October 14, 2021. The Housing Savannah Task Force developed this community plan to provide housing recommendations for all facets of housing both now and in the future.

There are many programs operated by the **Continuum of Care (CoC) partners** that aid in housing services. These programs are funded through numerous resources that include but are not limited to: Housing and Urban Development (HUD) Grants ; Housing Opportunities for Persons Living with Aids (HOWPA); Emergency Solutions Grants (ESG); Community Development Block Grants (CDBG); Home American Rescue Plan (ARP); HOME Investment Partnership Program; Rapid Rehousing/ Reentry Programs, CDBG Coronavirus Funds and more recently, the Emergency Rental Assistance and temporary nationwide Federal Eviction Moratorium put in place as part of the Coronavirus Aid, Relief, and Economic Security Act of 2020.

The Chatham Savannah Authority for the Homeless (CSAH) and its CoC partners also provide rental assistance, self-sufficiency planning, and resource referrals for education, employment, food, shelter, and healthcare. Through Coordinated Entry, assessments with the potential clients are made and referrals for various diversion services like the previously noted rental assistance program, temporary housing for those experiencing episodic homelessness, transportation (Grey Hound bus tickets when appropriate), emergency food, medical assistance, mental health, and substance abuse.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 19, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: JAIL

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|----------------------|
| County: Chatham | Service: Jail |
|------------------------|----------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County**

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|--|
| Chatham County | General Fund M & O revenues; User fees |
| City of Bloomingdale | Jail Surcharges and Fees; General Fund |
| City of Garden City | Jail Surcharges and Fees: General Fund |
| City of Pooler | Jail Surcharges and Fees; General Fund |
| City of Port Wentworth | Jail Surcharges and Fees; General Fund |
| City of Savannah | Jail Surcharges and Fees; General Fund |
| Town of Thunderbolt | Jail Surcharges and Fees; General Fund |
| City of Tybee Island | Jail Surcharges and Fees; General Fund |
| Town of Vernonburg | Jail Surcharges and Fees; General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **N/A**

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham County operates the Chatham County Detention Center and the Chatham County Juvenile Court Facility for all of the municipalities in Chatham County.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 26, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: LIBRARIES

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: **Chatham**

Service: **Libraries**

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Live Oak Public Libraries**
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|------------------------------------|
| Chatham County | General Fund M & O; SPLOST; Grants |
| Live Oak Public Libraries (LOPL) | Operating Budget; Grants |
| City of Pooler | SPLOST; General Fund; Grants |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

Chatham County allocates funding towards the Live Oak Public Libraries (LOPL) system to provide library services for Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg. Copies of the Memorandum of Understanding (MOU) /Intergovernmental Agreement with the LOPL and Chatham, Effingham and Liberty counties are included in the Appendix.

The City of Pooler is working with the LOPL to provide a new library building site and building on behalf of the city to locate a new library within the City of Pooler.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Memorandum of Understanding (MOU) /Intergovernmental Agreement Between Chatham, Effingham, and Liberty counties | Chatham County and the Live Oak Public Libraries | 10/17/1989; Ongoing |
| E-Rate for Telecommunications and Information Services | Federal Communications Commission (FCC) and the Live Oak Public Libraries | 1999; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 20, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: MOSQUITO CONTROL

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|----------------------------------|
| County: Chatham | Service: Mosquito Control |
|------------------------|----------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County**

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|----------------------------|
| Chatham County | General Fund M & O; Grants |
| | |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|---|---|-----------------------------------|
| Chatham County Constitutional Amendment Authorizing Chatham County Funds to be Spent for Mosquito Control Services Countywide | Local Chatham County Constitutional Amendment | November 6, 1956; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham County provides this service countywide for Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 1, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICES: NEW ROAD
CONSTRUCTION / ROAD
MAINTENANCE / ROAD
PAVING / STREET SWEEPING**

Georgia Department of Community Affairs
 SERVICE DELIVERY STRATEGY
 FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Public Works - New Road Construction (Previously New Road Construction) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service. **Each jurisdiction within Chatham County provides its own New Road Construction services. This includes Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.**

- Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If “yes”, attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham County | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund; GDOT |
| City of Bloomingdale | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund |
| City of Garden City | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund |
| City of Pooler | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund |
| City of Port Wentworth | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund |
| City of Savannah | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund |
| Town of Thunderbolt | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund |
| Town of Vernonburg | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund |
| City of Tybee Island | Special Purpose Local Option Sales Tax (SPLOST), Coastal Region Metropolitan Planning Organization (CORE MPO); General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------|-----------------------------------|-----------------------------------|
| SPLOST Agreement | Chatham County and Municipalities | Current/Continuing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Each jurisdiction within Chatham County provides its own New Road Construction services. This includes Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg. However, if requested, Chatham County can assist should a road construction project cover multiple jurisdictions.
Federal Transportation funding via the CORE MPO. Each municipality within Chatham County also has the opportunity to apply for funding from the CORE MPO for transportation related projects.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects;**
Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: **March 22, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Public Works - Road Maintenance (Previously Road Maintenance) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, and Tybee Island and the Towns of Thunderbolt and Vernonburg each provide its own Road Maintenance services within Chatham County.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|--|
| Chatham County | Special Service District Fund revenues |
| City of Savannah | General Fund |
| Town of Thunderbolt | General Fund |
| City of Bloomingdale | General Fund |
| City of Port Wentworth | General Fund |
| City of Tybee Island | General Fund |
| City of Garden City | General Fund |
| City of Pooler | General Fund |
| Town of Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **N/A**

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **March 22, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Public Works - Road Paving (Previously Road Paving) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.**
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|--|
| Chatham County | Special Purpose Local Option Sales Tax (SPLOST); Special Service District Funds; GDOT Local Maintenance and Improvement Grant (LMIG) |
| Savannah | General Obligation Bonds; General Fund; GDOT LMIG; SPLOST |
| Thunderbolt | GDOT City contracts; GDOT LMIG; General Fund revenues |
| Bloomingtondale | SPLOST; GDOT LMIG |
| Port Wentworth | SPLOST; General Fund; GDOT LMIG |
| Tybee Island | SPLOST; General Fund, GDOT LMIG |
| Garden City | SPLOST; General Fund; GDOT LMIG |
| Pooler | SPLOST; General Fund; GDOT LMIG |
| Vernonburg | SPLOST; General Fund; GDOT LMIG |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **N/A**

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **March 22, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Public Works - Street Sweeping (Previously Street Sweeping) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|--|
| Chatham County | Special Service District Fund revenues |
| Savannah | General Fund |
| Bloomingtondale | General Fund |
| Port Wentworth | General Fund |
| Thunderbolt | General Fund |
| Tybee Island | General Fund |
| Garden City | General Fund; Stormwater Utility |
| Pooler | General Fund |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **N/A**

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **March 22, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: PARKS AND
RECREATION**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--------------------------------------|
| County: Chatham | Service: Parks and Recreation |
|------------------------|--------------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and Cities of Savannah, Thunderbolt, Bloomingdale, Pooler, Port Wentworth, Tybee Island, and Garden City.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|---|
| Chatham County | User Fees; General Fund M & O revenues; Sales Tax; Grants; Facility Rental Fees; SPLOST |
| City of Savannah | General Fund; Participant & User Fees; Grants; Facility Rental Fees; SPLOST |
| City of Pooler | General Fund; Participant & User Fees; Facility Rental Fees; Grants; SPLOST |
| Town of Thunderbolt | General Fund; Grants; Donations |
| City of Bloomingdale | General Fund; Grants; SPLOST; Donations; User Fees; Facility Rental Fees |
| City of Garden City | General Fund; User Fees; Grants; SPLOST; User Fees; Facility Rental Fees |
| City of Port Wentworth | General Fund; User Fees; Grants; SPLOST; User Fees; Facility Rental Fees |
| City of Tybee Island | General Fund; SPLOST; Grants; User Fees; Facility Rental Fees |
| | |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **N/A**

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate, or fee changes, etc.), and when will they take effect?

There are existing contracts between the Savannah Chatham County Public School System (SCCPSS) and Chatham County as well as the Cities of Pooler and Savannah that allow for Parks and Recreation services to be offered to students within the public school system in Chatham County.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 1, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: COMMUNITY PLANNING

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--------------------------|
| County: Chatham | Service: Planning |
|------------------------|--------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|--|
| Chatham County | Special Service District (SSD) revenues; General Fund; Grants; User Fees |
| Savannah | General Fund; Grants |
| Thunderbolt | General Fund; Grants; User Fees |
| Bloomingtondale | General Fund; User Fees |
| Port Wentworth | General Fund; User Fees |
| Tybee Island | General Fund; User Fees |
| Garden City | General Fund; User Fees |
| Pooler | General Fund; User Fees |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|---|---|-----------------------------------|
| Chatham County-Savannah Metropolitan Planning Commission (MPC) Programmatic Agreement for Planning Services | The City of Savannah and the MPC as required by State law | 1955; Ongoing |
| Chatham County-Savannah Metropolitan Planning Commission (MPC) Programmatic Agreement for Planning Services | Chatham County and the MPC as required by State law | 1957; Ongoing |
| Coastal Region Metropolitan Planning Organization (CORE MPO) Memorandum of Understanding | Between the State of Georgia Department of Transportation, Chatham County and the Cities of Bloomingtondale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg | Updated May 2015; Ongoing |
| Population Based Planning Services | Fee based fee contracts between the Georgia Coastal Regional Commission and Chatham County and the Cities of Bloomingtondale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg | Current; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect? **The City of Pooler has a Development Authority that facilitates the development of commercial businesses and affordable multifamily residential units within the City.**

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 1, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: POLICE PROTECTION

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|-----------------------------------|
| County: Chatham | Service: Police Protection |
|------------------------|-----------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area: **The City of Savannah provides Police Protection service to the Town of Vernonburg. Chatham County, the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, Tybee Island, and the Town of Thunderbolt each provide separate Police Protection services within their own boundaries. See the associated map delineating the service area for each municipality.**

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham County | Special Service District taxes/revenues; General Fund M & O taxes/revenues; Related Police Protection Fees; SPLOST, Grants |
| City of Savannah (County Seat) | General Fund; Related Police Protection Fees ; SPLOST, Grants |
| City of Pooler | General Fund; Related Police Protection Fees; SPLOST, Grants |
| City of Bloomingdale | General Fund; Related Police Protection Fees; SPLOST, Grants |
| City of Port Wentworth | General Fund; Related Police Protection Fees; SPLOST, Grants |
| City of Garden City | General Fund; Related Police Protection Fees; SPLOST, Grants |
| Town of Thunderbolt | General Fund; Related Police Protection Fees; SPLOST, Grants |
| City of Tybee Island | General Fund; Related Police Protection Fees; SPLOST, Grants |
| Town of Vernonburg | General Fund; SPLOST, Grants |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The strategy has changed since the last 2016 SDS. There has been a demerger of Police Protection services between Chatham County and the City of Savannah. Each jurisdiction within Chatham County now provides its own Police Protection services, with the exception of Vernonburg.
 Vernonburg has Police Protection provided by the City of Savannah.
 Chatham County operates the Chatham County Counter Narcotics Team under the terms of an agreement with all municipalities except the Town of Vernonburg.
 City of Savannah’s Police Department responds to any emergency outside of the Savannah Hilton Head International Airport’s runway boundaries.
 Unless directed otherwise, all Traffic Control is overseen by each of the applicable Municipal Police Response Districts.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|--|-----------------------------------|
| Agreement for operation of the Chatham County Counter Narcotics Team | Cities of Savannah, Pooler, Bloomingdale, Port Wentworth, Garden City, Tybee Island, the Town of Thunderbolt, and Chatham County | Current/Ongoing |
| Agreement for Task Force Officer Participation | Pooler and Federal Bureau of Investigation | Current/Ongoing |
| Agreement for Task Force Officer Participation | Pooler and Drug Enforcement Agency | Current/Ongoing |
| Agreement for Task Force Officer Participation | Savannah and DEA | Current/Ongoing |
| Police Protection Contract | Vernonburg and the City of Savannah | Current/Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects Chatham County-Savannah
Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 25, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend

Police Service Providers

AGENCY

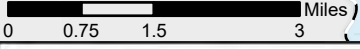
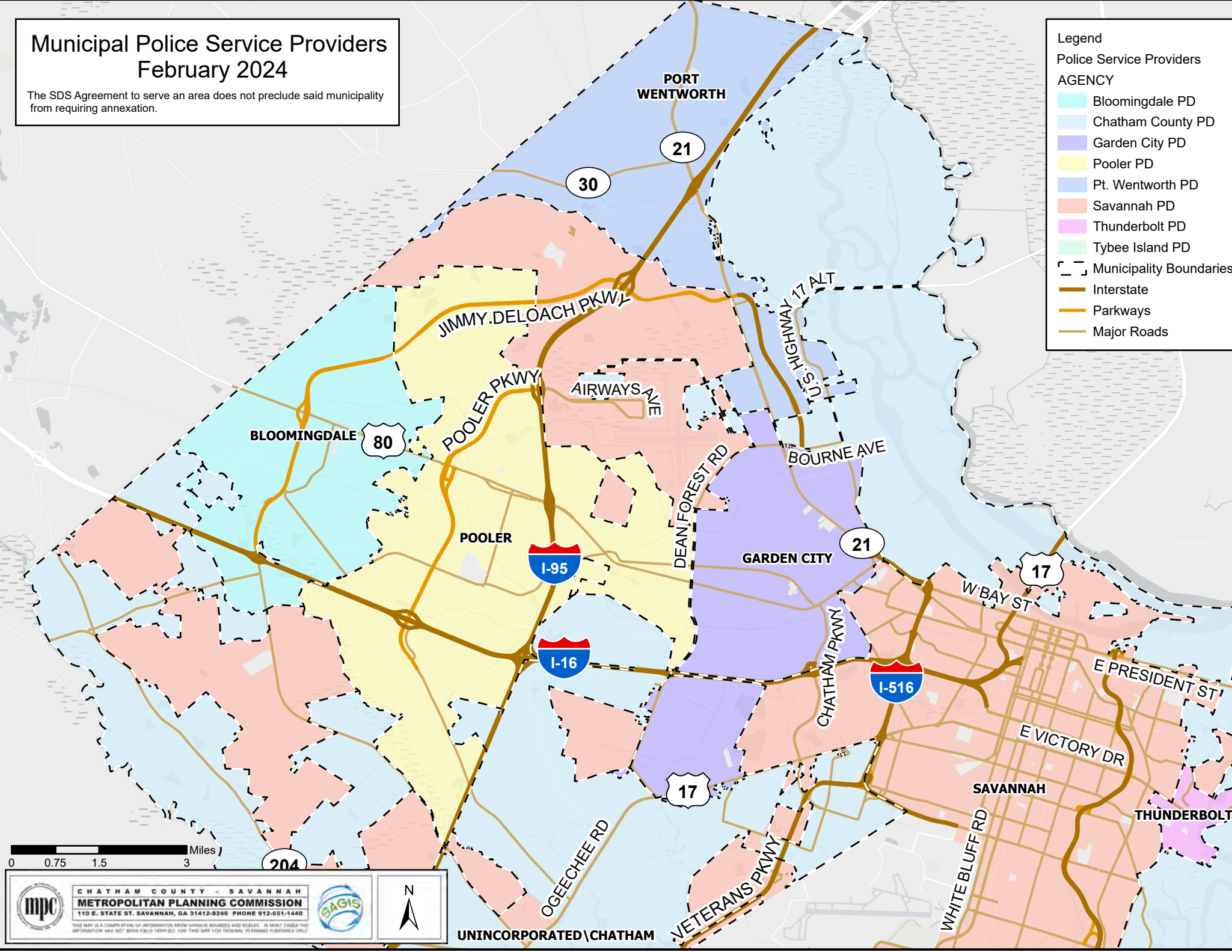
- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

Interstate

Parkways

Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

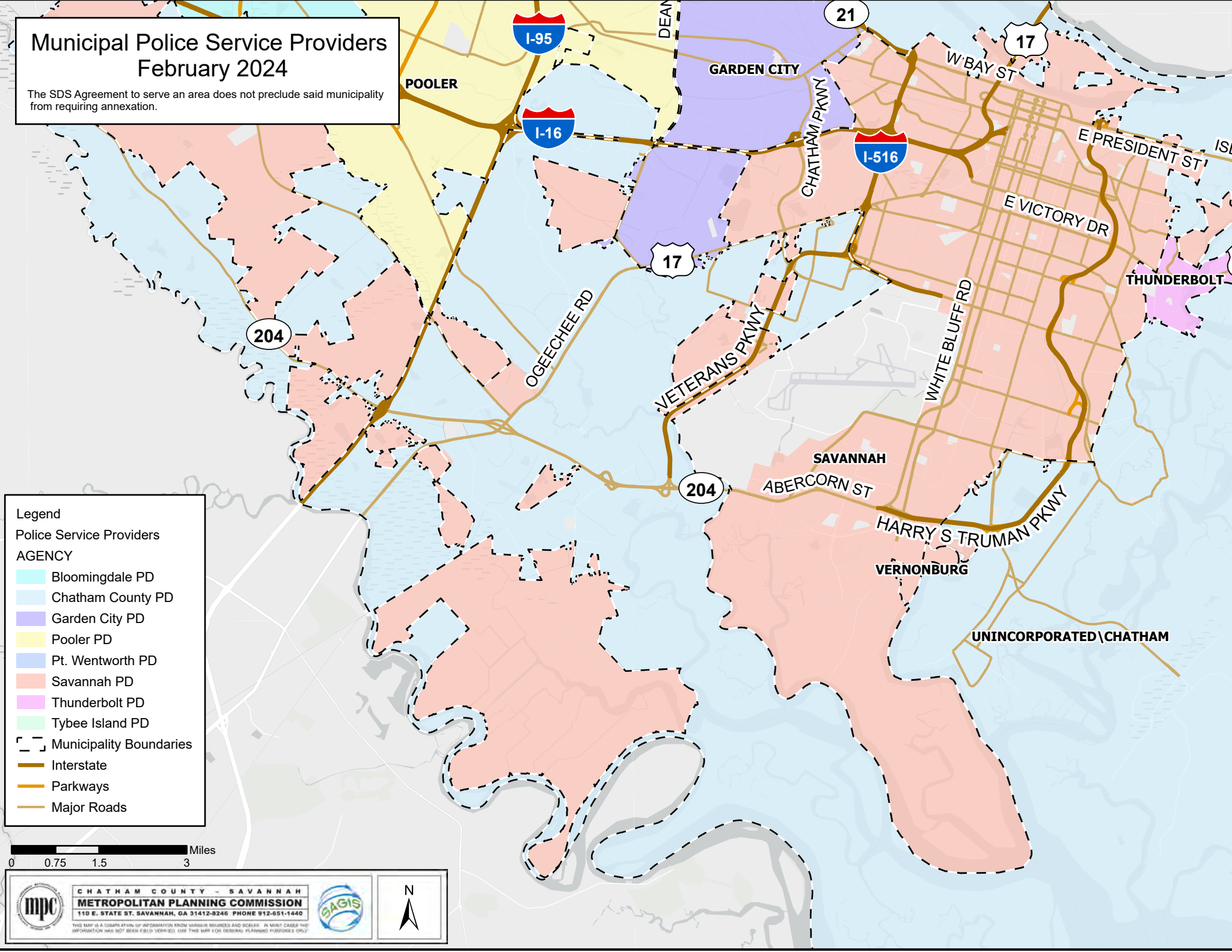
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

N

UNINCORPORATED \ CHATHAM

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Police Service Providers

AGENCY

- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

Interstate

Parkways

Major Roads

0 0.75 1.5 3 Miles



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend

Police Service Providers

AGENCY

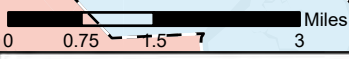
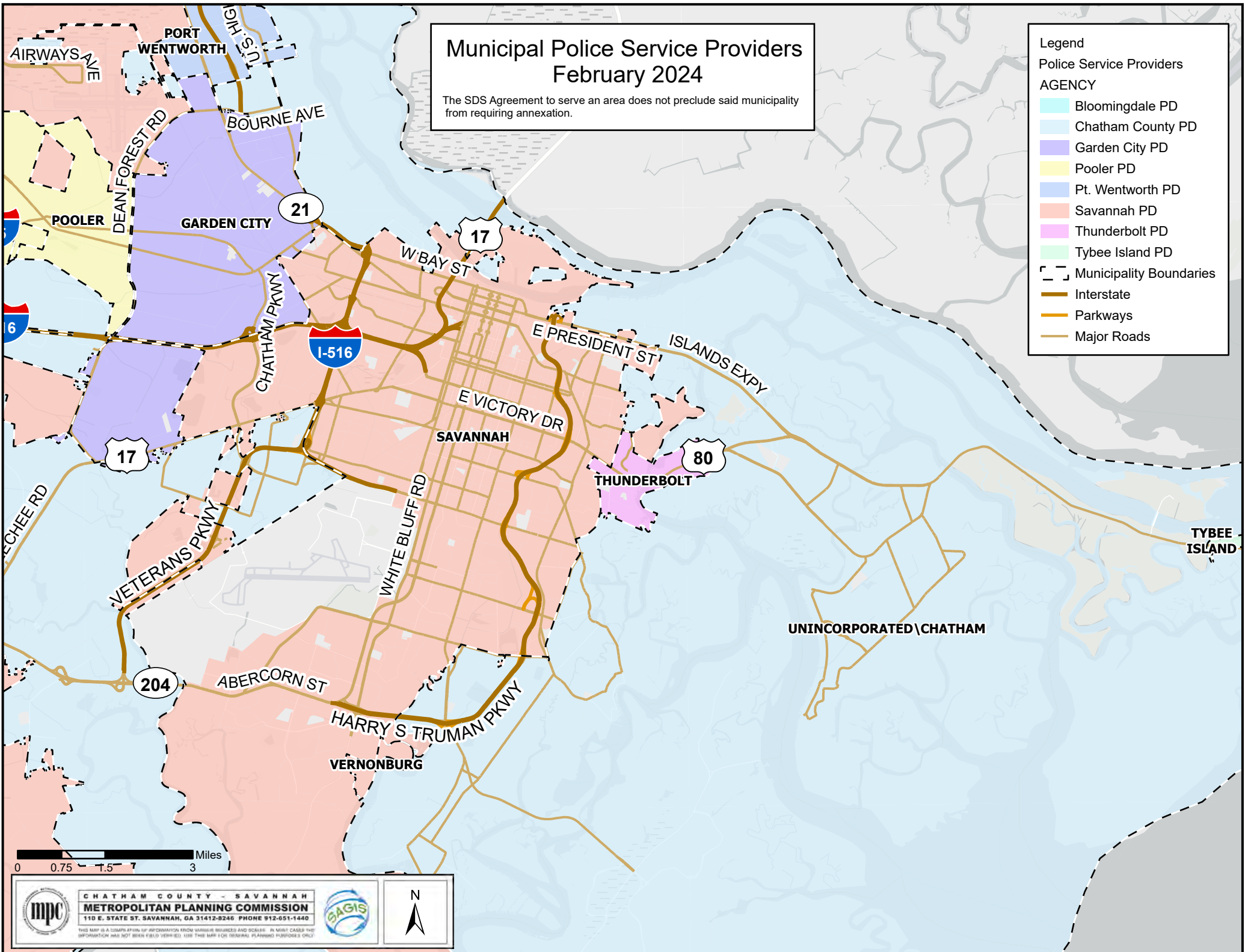
- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

Interstate

Parkways

Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

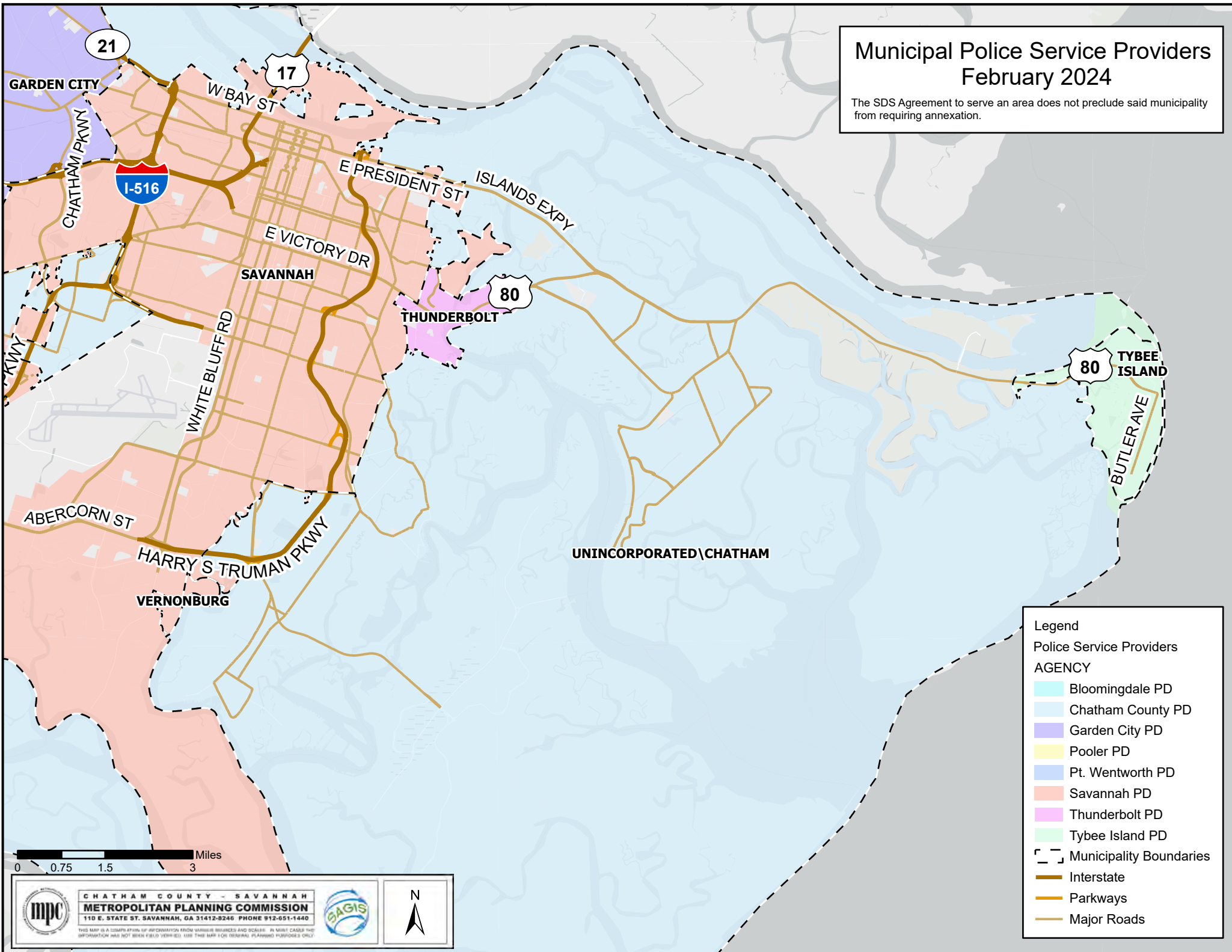
mpc **SAGIS**

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

N

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Police Service Providers

AGENCY

- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

- Municipality Boundaries
- Interstate
- Parkways
- Major Roads





CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.





SERVICE: 911 CENTER OPERATIONS

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: **Chatham**

Service: **911 Center Operations**

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:
911 response is universal for all of the jurisdictions within Chatham County with the exception of Hunter Army Airfield (HAAF) and Tybee Island where each funds and operates their own system.

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham County | Special Service District taxes/revenues; General Fund M & O taxes/revenues; Related Police Protection Fees; SPLOST: Grants; 911 Fees |
| City of Tybee Island | General Fund; Related Police Protection Fees; SPLOST, Grants: 911 Fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The strategy has changed since the last 2016 SDS.
911 response is universal for all of the jurisdictions within Chatham County with the exception of Hunter Army Airfield (HAAF) and Tybee Island who each fund and operate their own separate system. Chatham County funds the multi-jurisdictional 911 system.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------------------|---|-----------------------------------|
| 911 Call Center Services | There is a state collected 911 fee that is applied to all phones (landline and wireless) across the State. Fees collected from Chatham County phones are sent to Chatham County monthly for 911 services. Other than this fee, Chatham County funds this department in its entirety. Currently, the other municipalities do not contribute. Tybee Island funds and operates a separate local 911 system/center aside from the multi-jurisdictional 911 system funded by Chatham County. | Current/Ongoing |
| Record Management System Contract | Chatham County has a separate contract with the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, and the Town of Thunderbolt for 911 – Community Assisted Dispatch (CAD) emergency response services. | Current/Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

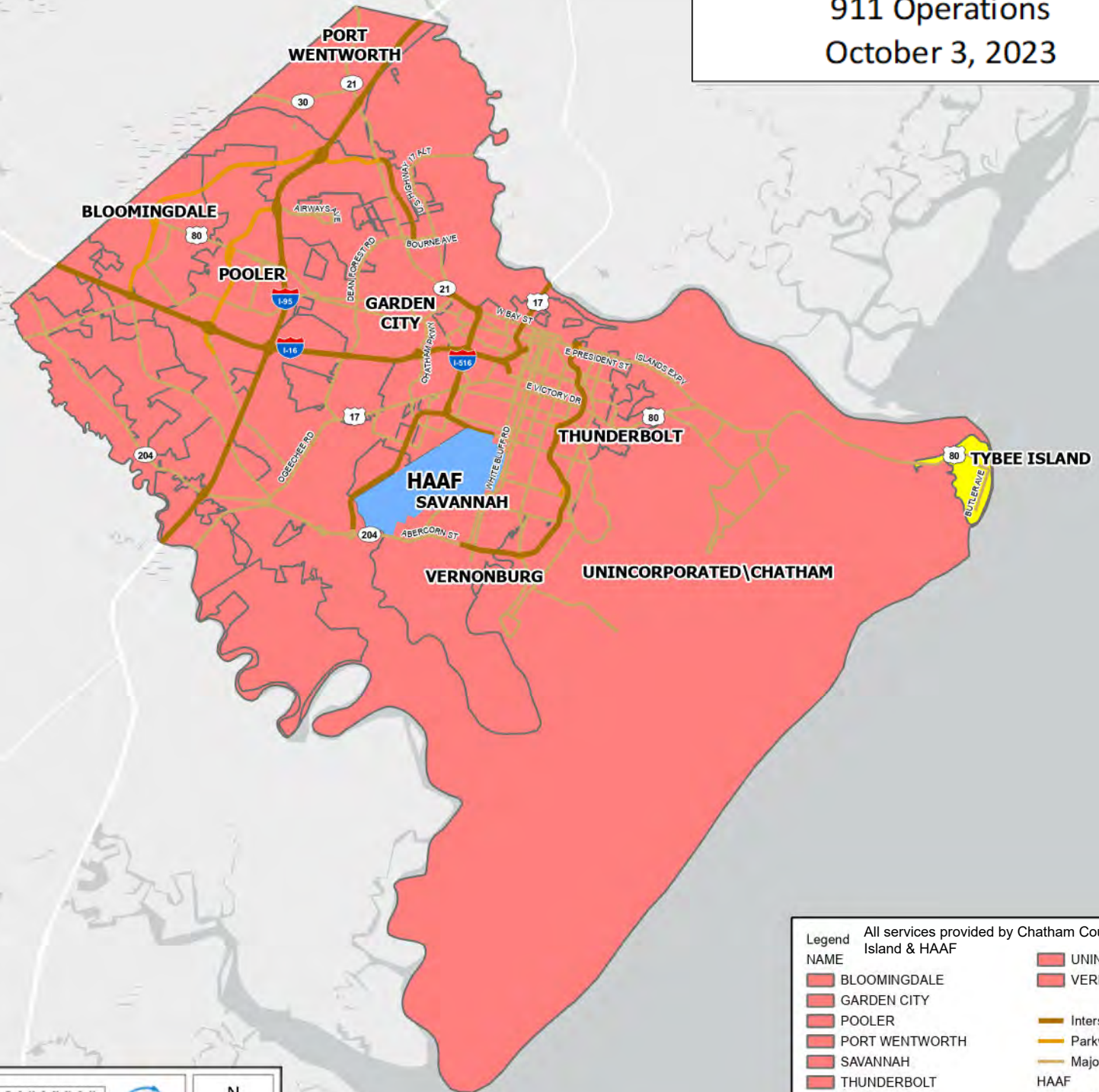
Date completed: **April 25, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

911 Operations October 3, 2023



| Legend | | All services provided by Chatham County except for on Tybee Island & HAAF | |
|----------------|--|---|--|
| NAME | | UNINCORPORATED\CHATHAM | |
| BLOOMINGDALE | | VERNONBURG | |
| GARDEN CITY | | | |
| POOLER | | Interstate | |
| PORT WENTWORTH | | Parkways | |
| SAVANNAH | | Major Roads | |
| THUNDERBOLT | | HAAF | |
| TYBEE ISLAND | | HAAF | |

THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

**SERVICE: PUBLIC
TRANSPORTATION/BUS SERVICE**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Public Transportation/Bus Service (Previously Bus Service) |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area: **Chatham Area Transit (CAT) supplies public transportation services within Chatham County, the City of Garden City, and the City of Savannah.**

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Chatham Area Transit Authority | Chatham County General Fund, SPLOST, Chatham Area Transit Millage (Special Service District), State Road and Toll Authority (Georgia) SRTA, Per Occupied Room POR Fees (Ferry) |
| Chatham County | General Fund, Chatham Area Transit Millage (Special Service District), SPLOST |
| City of Savannah | General Fund, SPLOST |
| Garden City | Chatham Area Transit Millage (Special Service District) |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

There have been additions to the type of public transportation being provided by CAT since the last 2016 SDS update. CAT now provides a Public Fixed Route Bus System, Water Ferry, the Downtown "DOT" Shuttle, and Para Transit services for those subscribers in Chatham County. Since the last 2016 SDS, Garden City has begun participation in the program.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Chatham County Paratransit Public Transportation | Chatham Area Transit Providing Services on Behalf of Chatham County | Ongoing |
| DOT Shuttle Services | City of Savannah and Chatham Area Transit | Ongoing |
| Garden City Public Transportation Service (Service Included with SSD Participation) | Garden City and Chatham Area Transit | Ongoing |
| Convention Transportation, Water Ferry System, & Other Costs | Savannah Mobility Management, Inc; City of Savannah; Chatham Area Transit; Savannah Chamber of Commerce | Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 19, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend

BUS ROUTE

- LIBERTY SHUTTLE
- AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL
- WEST CHATHAM
- BARNARD
- DOT EXPRESS SHUTTLE
- CROSS TOWN
- EAST SAVANNAH
- CANDLER
- HENRY
- ABERCORN LOCAL
- SILK HOPE
- SKIDAWAY ISLAND/ COFFEE BLUFF
- MLK JR/ WESTLAKE APTS
- WATERS 27
- WATERS 28
- W GWINNETT/ CLOVERDALE
- SKIDAWAY/ SANDFLY

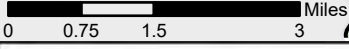
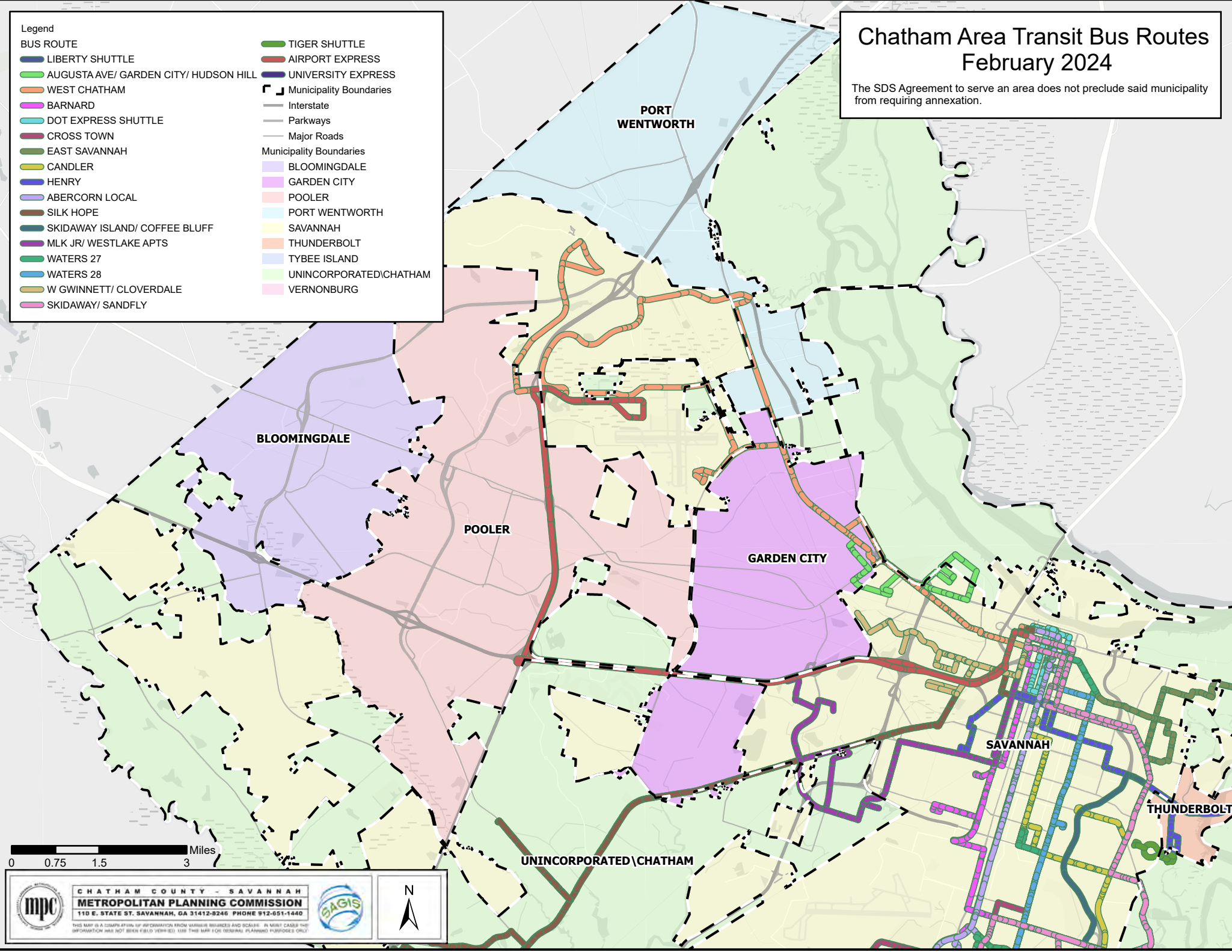
- TIGER SHUTTLE
- AIRPORT EXPRESS
- UNIVERSITY EXPRESS

Municipality Boundaries

- Municipality Boundaries
- Interstate
- Parkways
- Major Roads

Municipality Boundaries

- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- UNINCORPORATED\CHATHAM
- VERNONBURG



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

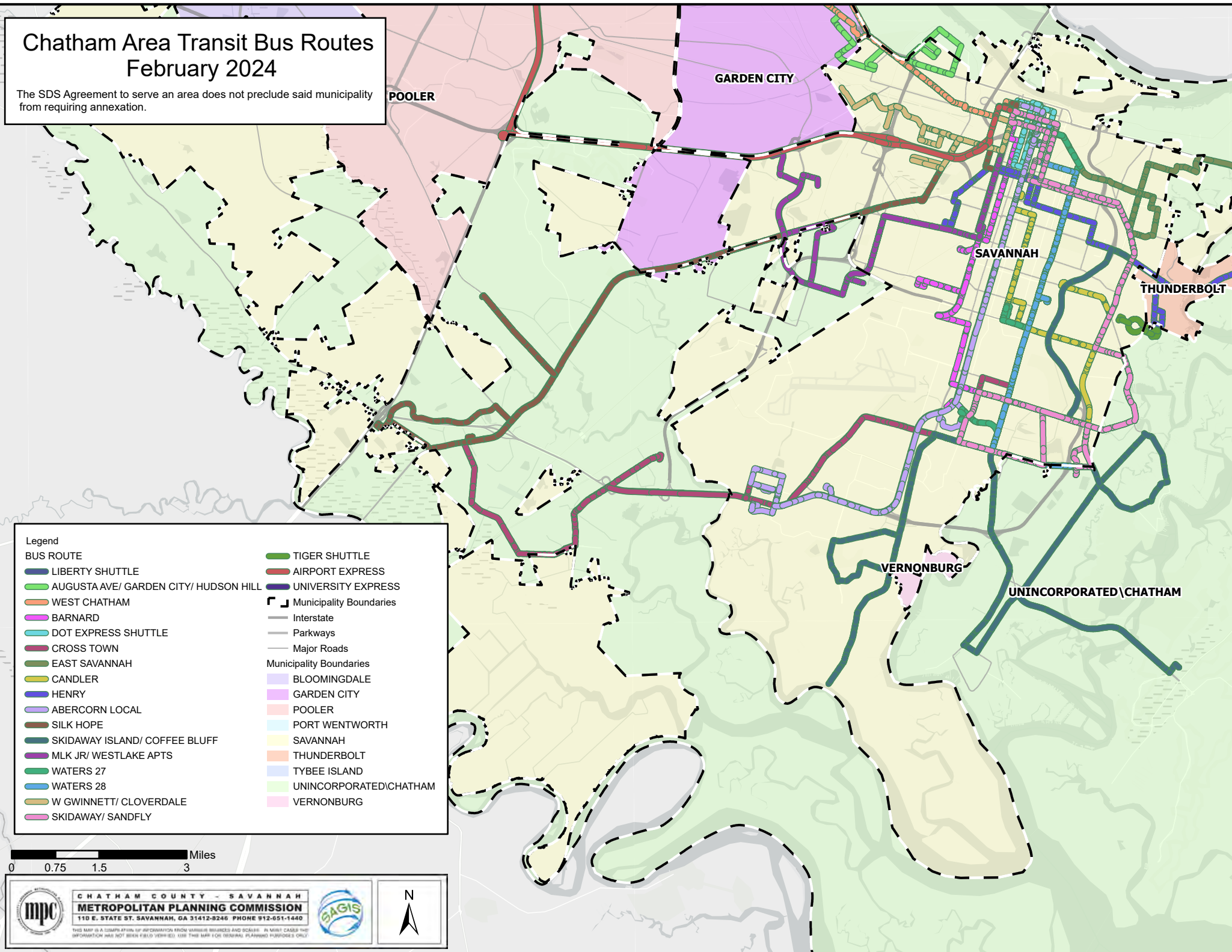




THIS MAP IS A SIMPLIFICATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

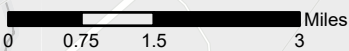
Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| MLK JR/ WESTLAKE APTS | THUNDERBOLT |
| WATERS 27 | TYBEE ISLAND |
| WATERS 28 | UNINCORPORATED\CHATHAM |
| W GWINNETT/ CLOVERDALE | VERNONBURG |
| SKIDAWAY/ SANDFLY | |

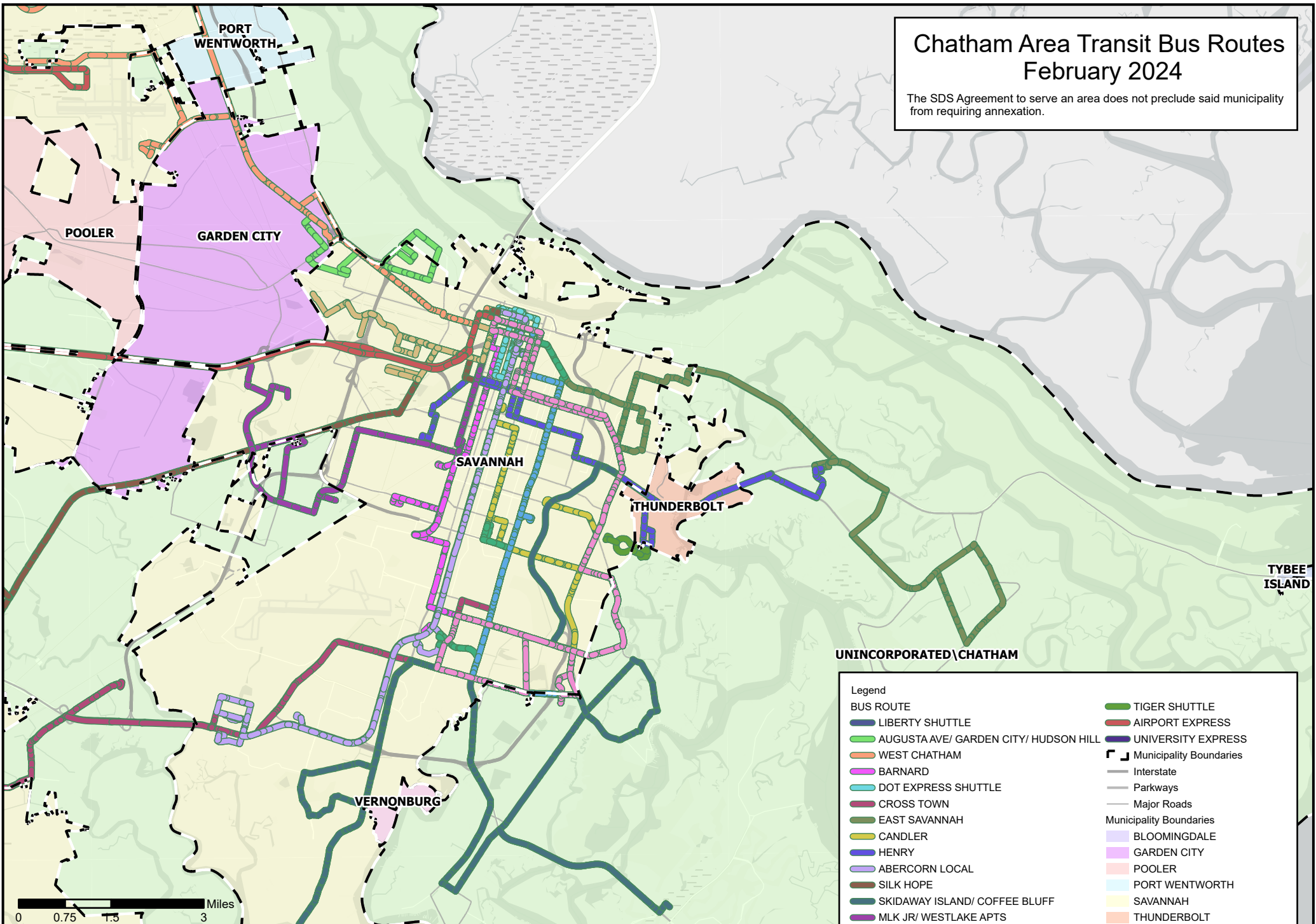


CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Chatham Area Transit Bus Routes February 2024

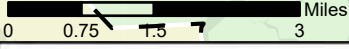
The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



UNINCORPORATED\CHATHAM

Legend

| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| WATERS 27 | THUNDERBOLT |
| WATERS 28 | TYBEE ISLAND |
| W WINNETT/ CLOVERDALE | UNINCORPORATED\CHATHAM |
| SKIDAWAY/ SANDFLY | VERNONBURG |



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

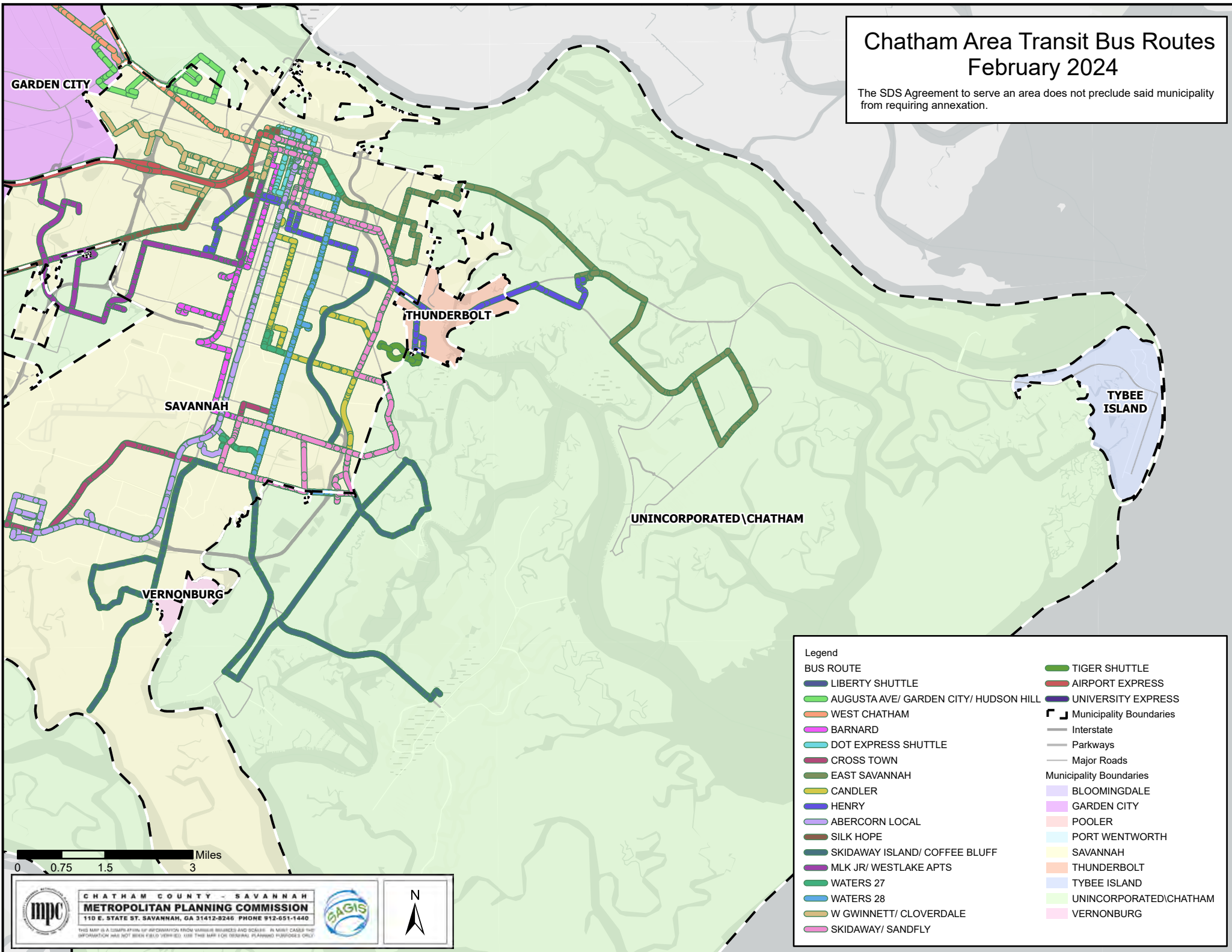




THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| MLK JR/ WESTLAKE APTS | THUNDERBOLT |
| WATERS 27 | TYBEE ISLAND |
| WATERS 28 | UNINCORPORATED\CHATHAM |
| W WINNETT/ CLOVERDALE | VERNONBURG |
| SKIDAWAY/ SANDFLY | |



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

SERVICE: PURCHASING

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|----------------------------|
| County: Chatham | Service: Purchasing |
|------------------------|----------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **These services will be provided separately by Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg within each community.**

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|---|
| Chatham County | General Fund M & O revenue; Special Service District revenues |
| Savannah | Chargebacks to user departments |
| Thunderbolt | General Fund |
| Bloomingtondale | General Fund |
| Port Wentworth | General Fund |
| Tybee Island | General Fund; Water/Sewer Fund |
| Garden City | General Fund |
| Pooler | General Fund; Water and Sewer Fund |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The previous purchasing program agreement between the School Board, Chatham County, and the City of Savannah is no longer in place.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **There are no additional formal agreements or contracts used to implement this strategy.**

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

All of the jurisdictions in Chatham County are permitted by State law and ordinances to enter into “Cooperative Purchasing Agreements” for joint projects or bidding contracts to allow for cost savings and buying efficiency with other cities, counties, states, and cooperative entities.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 21, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: REFUSE COLLECTION &
DISPOSAL**

**Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements**

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Refuse Collection and Disposal |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **These services will be overseen as applicable by Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg. Specific provisions are detailed in #6 below.**

- Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham County | Special Service District revenues; Solid Waste Management Fund; Solid Waste Fee |
| Savannah | Solid Waste Fees; Commercial Refuse Fees |
| Thunderbolt | Enterprise/User Fees |
| Bloomingtondale | General Fund |
| Port Wentworth | General Fund; User Fees |
| Tybee Island | General Fund; User Fees |
| Garden City | General Fund; User Fees |
| Pooler | General Fund; User Fees |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|--|-----------------------------------|
| Solid Waste Collection and Disposal Service Agreement | Atlantic Waste Services and the City of Pooler | 2/7/2022; 12/31/2025. |
| Disposal Services Agreement | Waste Pro of South Carolina and the City of Port Wentworth | 1/2/2020; 1/31/2025 |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham County: Chatham County provides yard waste and bulky materials pickup and disposal only. Household waste pickup and disposal is provided by private haulers.
City of Bloomingtondale: Bloomingtondale contracts with an outside provider to oversee Solid Waste Collection and Disposal services.
City of Garden City: Garden City contracts with an outside provider to oversee Solid Waste Collection and Disposal services.
City of Port Wentworth: Port Wentworth contracts with an outside provider to oversee Solid Waste Collection and Disposal services.
City of Savannah: Residential, yard waste, and bulky items picked is done internally. The City of Savannah provide extraterritorial service to individual subscribers upon request and approval.
Town of Thunderbolt: Thunderbolt contracts with an outside provider to oversee Solid Waste Collection and Disposal services.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 21, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: SENIORS PROGRAMS

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: **Chatham**

Service: **Seniors' Programs (Previously Seniors Programs)**

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah, and the Town of Thunderbolt.**
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|---|
| Chatham County | General Fund M & O revenues; Grants; User Fees; SPLOST; Capital Improvement Project Funding |
| City of Savannah | General Fund; Program Fees; Grants |
| City of Tybee Island | General Fund |
| City of Pooler | General Fund; User Fees |
| Town of Thunderbolt | General Fund; Grants |
| City of Bloomingdale | General Fund |
| City of Garden City | General Fund; User Fees; SPLOST |
| City of Port Wentworth | General Fund; User Fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **N/A**

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Thunderbolt contracts with Senior Citizens, Inc. to oversee Senior Program effort for the Town.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 1, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: STORMWATER
MANAGEMENT / RIGHT-OF-
WAY MOWING**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Public Works - Stormwater Management (Previously Stormwater Management) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **These services are separately overseen by Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Town of Thunderbolt.**

- Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, attach and implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Chatham County | Special Service District revenues; SPLOST; Grants |
| Savannah | General Fund; SPLOST; Grants |
| Thunderbolt | General Fund; SPLOST; Grants |
| Bloomingdale | General Fund; SPLOST; Grants |
| Port Wentworth | General Fund; SPLOST; Grants |
| Tybee Island | General Fund; SPLOST; Grants |
| Garden City | Stormwater Utility Fee; SPLOST; General Fund; Grants |
| Pooler | General Fund; SPLOST |
| Vernonburg | General Fund; SPLOST |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

A new Canal Maintenance Agreement has been established with Chatham County for the following jurisdictions: City of Savannah, City of Bloomingdale, City of Port Wentworth, City of Tybee Island, City of Garden City, the City of Pooler and the Town of Thunderbolt.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|--|---|
| Intergovernmental Agreement for Canal Maintenance | Chatham County has separate agreements with the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Town of Thunderbolt. | October 2020; Ongoing with a 5-year cycle for renewal |
| Stormwater Testing | Garden City and the City of Savannah work with Chatham County to share Stormwater Sampling Results Data | Ongoing |
| Fell Street Pump Station Agreement | Chatham County and the City of Savannah | 5/11/2001; Annual Renewal |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Attached are the applicable Chatham County Drainage Canal Maintenance Memorandum of Agreements for the following jurisdictions: City of Savannah, City of Bloomingdale, City of Port Wentworth, City of Tybee Island, City of Garden City, the City of Pooler and the Town of Thunderbolt. Vernonburg has no drainage infrastructure or municipal rights-of-way within its jurisdiction. Each jurisdiction with the exception of Vernonburg has a dedicated stormwater/drainage staff that oversee day-to-day operations as well as canal maintenance for their individual jurisdictions.

1. Chatham County has a 5-year contract with a private entity to provide additional canal mowing services as needed.
2. Chatham County has an “on call” repair and ditch maintenance contract to be used as needed.
3. The City of Savannah has an “on call” repair and ditch maintenance contract to be used as needed.
4. The City of Savannah has a 5-year contract with a private entity to provide additional canal mowing services as needed

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 13, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Public Works - Right-of-Way Mowing (Previously Road Right-of-Way Mowing) |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.**
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If “yes”, attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|--|
| Chatham County | Special Service District Fund revenues |
| Savannah | General Fund |
| Thunderbolt | General Fund |
| Bloomingtondale | General Fund |
| Port Wentworth | General Fund |
| Tybee Island | General Fund |
| Garden City | General Fund |
| Pooler | General Fund |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Since the last SDS completed in 2016, the Town of Thunderbolt has taken on ROW mowing in-house as a Town function.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. **N/A**

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------|----------------------------|-----------------------------------|
| | | |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,
Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **March 22, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

SERVICE: STREET LIGHTING

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---------------------------------|
| County: Chatham | Service: Street Lighting |
|------------------------|---------------------------------|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **This service is separately overseen by Chatham County and the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg within their applicable boundaries.**

- Other. If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, attach and implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|-----------------------|
| Chatham County | User fees |
| City of Savannah | General Fund |
| City of Pooler | General Fund |
| Town of Thunderbolt | General Fund |
| City of Bloomingdale | General Fund |
| City of Garden City | General Fund |
| City of Port Wentworth | General Fund |
| City of Tybee Island | General Fund |
| City of Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|--|-----------------------------------|
| Lighting Maintenance and Operations Agreement | Georgia Department of Transportation and Chatham County | Current / Ongoing |
| Georgia Power Streetlight Maintenance | Separately between Georgia Power, Chatham County, and the cities of Pooler, Bloomingdale, and Port Wentworth | Current / Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Street light service by Chatham County is for portions of the unincorporated area only to include areas with high-mast lighting.

The City of Savannah pays for and maintains lighting within the City limits on 1-16, 1-516, and high-level bridge approaches. The Cities of Bloomingdale, Pooler, and Port Wentworth pay for street lighting within their city's limits.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 18, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: TAX BILLING &
COLLECTING**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Tax Billing and Collecting |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:

- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:

- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:
These services will be provided as applicable by Chatham County and the cities of Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Town of Thunderbolt.

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)

- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|-----------------------|
| Chatham County | General Fund |
| Savannah | General Fund |
| Thunderbolt | General Fund |
| Tybee Island | General Fund |
| Pooler | General Fund |
| Port Wentworth | General Fund |
| Garden City | General Fund |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|--|---|-----------------------------------|
| Intergovernmental Agreement for Tax Billing and Collection | Chatham County Tax Commissioner contracts with Chatham County and the cities of Garden City, Pooler, Port Wentworth and Tybee Island to provide this service. | Current/Continuing |
| Intergovernmental Special Purpose Local Option Sales Tax Agreement | Chatham County and the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg | Current/Continuing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Chatham County and the cities of Garden City, Pooler, Port Wentworth, and Tybee Island all use the Chatham County Tax Commissioner for Tax Billing and Collection Services; while the City of Savannah and the Town of Thunderbolt oversees their own Billing and Collection Services. The City of Bloomingdale and the Town of Vernonburg do not currently have property taxes.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,**
Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

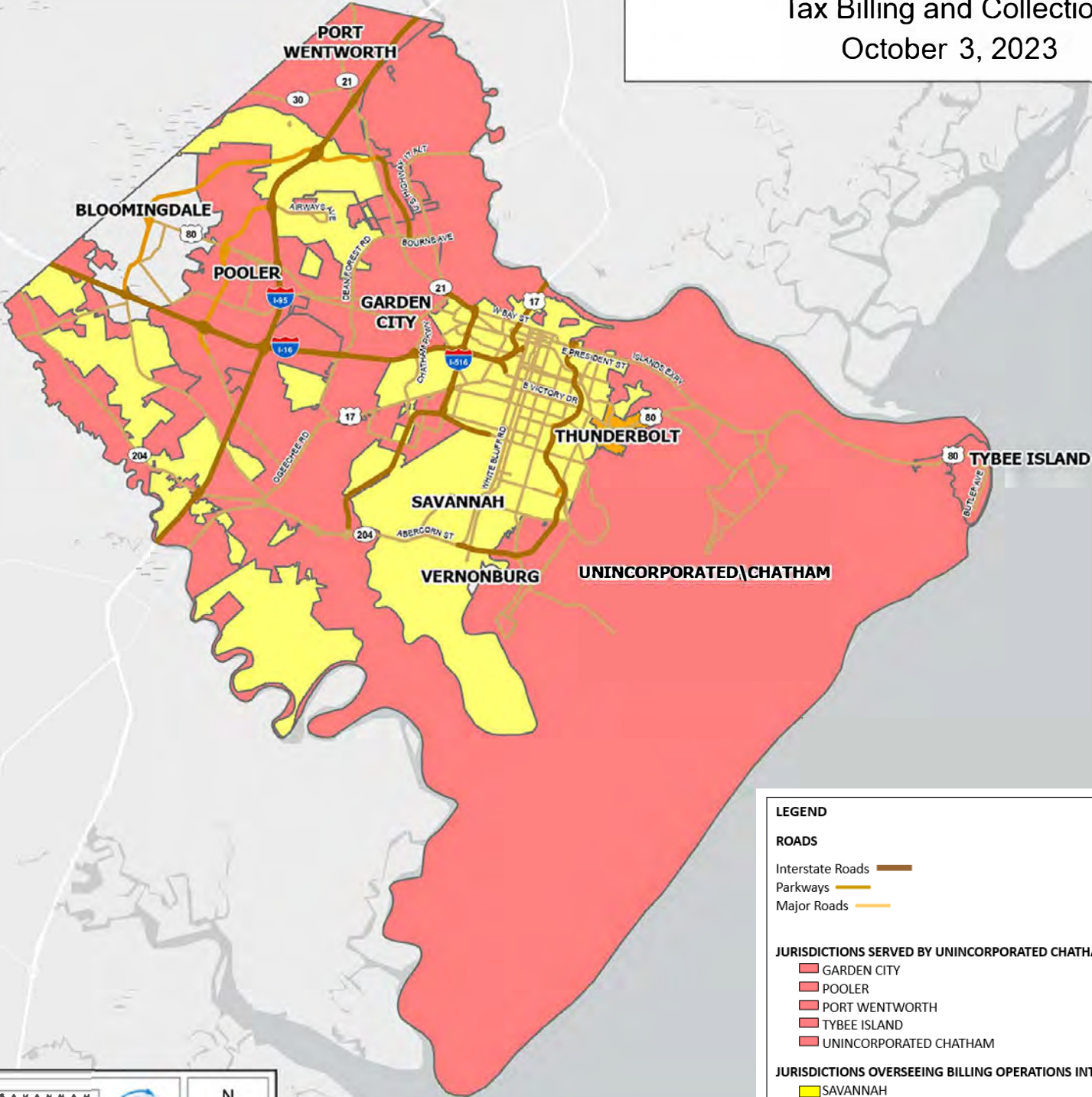
Date completed: **April 21, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Tax Billing and Collection October 3, 2023



SERVICE: TRAFFIC CONTROL

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|--|
| County: Chatham | Service: Traffic Control / Signals (Previously Traffic Control) |
|------------------------|--|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service: **Chatham County and the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg each provide their own Traffic Control program.**
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area:

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| <i>Local Government or Authority</i> | <i>Funding Method</i> |
|--------------------------------------|---|
| Chatham County | Special Service District Fund revenues |
| Savannah | General Fund; SPLOST |
| Bloomingtondale | General Fund |
| Thunderbolt | General Fund |
| Port Wentworth | General Fund; GA DOT funds (State highways) |
| Tybee Island | General Fund; GA DOT funds (State highways); SPLOST |
| Garden City | General Fund; GA DOT funds (State highways); SPLOST |
| Pooler | General Fund |
| Vernonburg | General Fund |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This strategy will not change the current arrangement for providing or funding this service, however, language was added to FORM 2 for clarification.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|--|-------------------------------------|-----------------------------------|
| Intergovernmental Agreement for Traffic Signal Maintenance | Chatham County and City of Savannah | Current/Continuing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The GDOT SigOps program is a State of Georgia and federally funded program focusing on State routes, however, GDOT will assist local municipalities with their signal operations if warranted. GDOT SigOps covers all jurisdictions in GDOT's District 5 including Bloomingtondale, Garden City, Pooler, Port Wentworth, Savannah, Thunderbolt, Vernonburg, Tybee Island, and Chatham County.

The City of Savannah provides service to Chatham County for traffic signal maintenance on a contractual basis.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **March 22, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

**SERVICE: WASTEWATER /
SEWAGE COLLECTION &
TREATMENT**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

| | |
|------------------------|---|
| County: Chatham | Service: Wastewater Sewage Collection/ Treatment (Previously Sewage Collection/ Treatment) |
|------------------------|---|

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area: **Each of the jurisdictions facilitates the treatment of wastewater/sewage within their boundaries, although the sewage may be managed and/or treated by another entity. This includes Chatham County, the Cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Town of Thunderbolt. Vernonburg only has septic systems within its boundaries, therefore, the property owner manages all wastewater. See the Attachments section for the map identifying sewage collection and treatment service areas.**

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

Yes. (If "yes", attach additional documentation as described below.)

No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Chatham County | User Fees; Grants |
| City of Savannah (County Seat) | User Fees; Surcharges; Interfund Fees |
| City of Pooler | User Fees; Tap-In Fees; Grants; Enterprise Funds |
| City of Bloomingdale | User Fees; Tap-In Fees |
| City of Port Wentworth | User Fees; Tap-In Fees; Impact Fees; Grants; SPLOST |
| City of Garden City | User Fees; Tap-In Fees; Grants; SPLOST |
| Town of Thunderbolt | User Fees; Tap-In Fees |
| City of Tybee Island | User Fees; Tap-In Fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The map has changed to reflect the more recent changes in sewer coverage areas. Chatham County now provides wastewater handling and treatment services to the Isle of Hope and Runaway Point areas within the County. Vernonburg only has septic systems within its boundaries, therefore, the property owner manages all wastewater.

Since the last SDS, the City of Pooler provides additional sewage treatment to the City of Bloomingdale under the terms of an intergovernmental agreement that allows an additional capacity of 250,000 gallons/day for areas north of I-16 within the City of Bloomingdale. Additionally, the City of Savannah provides sewage treatment to the City of Bloomingdale under the terms of an intergovernmental agreement for areas south of I-16 in the City of Bloomingdale.

The City of Savannah provides sewage treatment to the City of Bloomingdale, Garden City, and Port Wentworth, Town of Thunderbolt, and Chatham County under the terms of separate agreements with each governmental entity. There are areas within each municipality that are not served by municipal sewer, but there is general agreement on who will provide this service if and when sewer lines are extended.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--------------------------------|--|--|
| Sewage Treatment Agreement | City of Bloomingdale and Pooler | Current/Continuing |
| Sewage Treatment Agreement | Chatham County and City of Savannah | Current/Continuing |
| Sewage Lift Station Inspection | City of Port Wentworth and Go Forth Williams | 4/1/2022/ Ongoing until no longer needed |

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|----------------------------|
| Sewage Treatment Plant Operations Agreement | City of Port Wentworth and Clearwater Solutions | 12/21/21; 12/21/2024 |
| Sewage Maintenance Agreement | City of Pooler and EOM | 2017; Ongoing |
| Sewage Treatment Agreement | Chatham County and Clearwater Solutions | 10/5/2018; 10/5/2023 |
| On-call Emergency Operations and Associated Services | Chatham County and EOM | 3/12/21; 2/13/2026 |
| Sewage Treatment Plant and Field Operations Agreement | Pooler and EOM | Current/Continuing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Each of the jurisdictions facilitates the treatment of wastewater/sewage within their boundaries, although the sewage may be managed and/or treated by another entity. Vernonburg only has septic systems within its boundaries, therefore, each property owner manages all wastewater.

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects,**
Chatham County-Savannah Metropolitan Planning Commission

Phone Number: **912-651-1440**

Date completed: **April 29, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

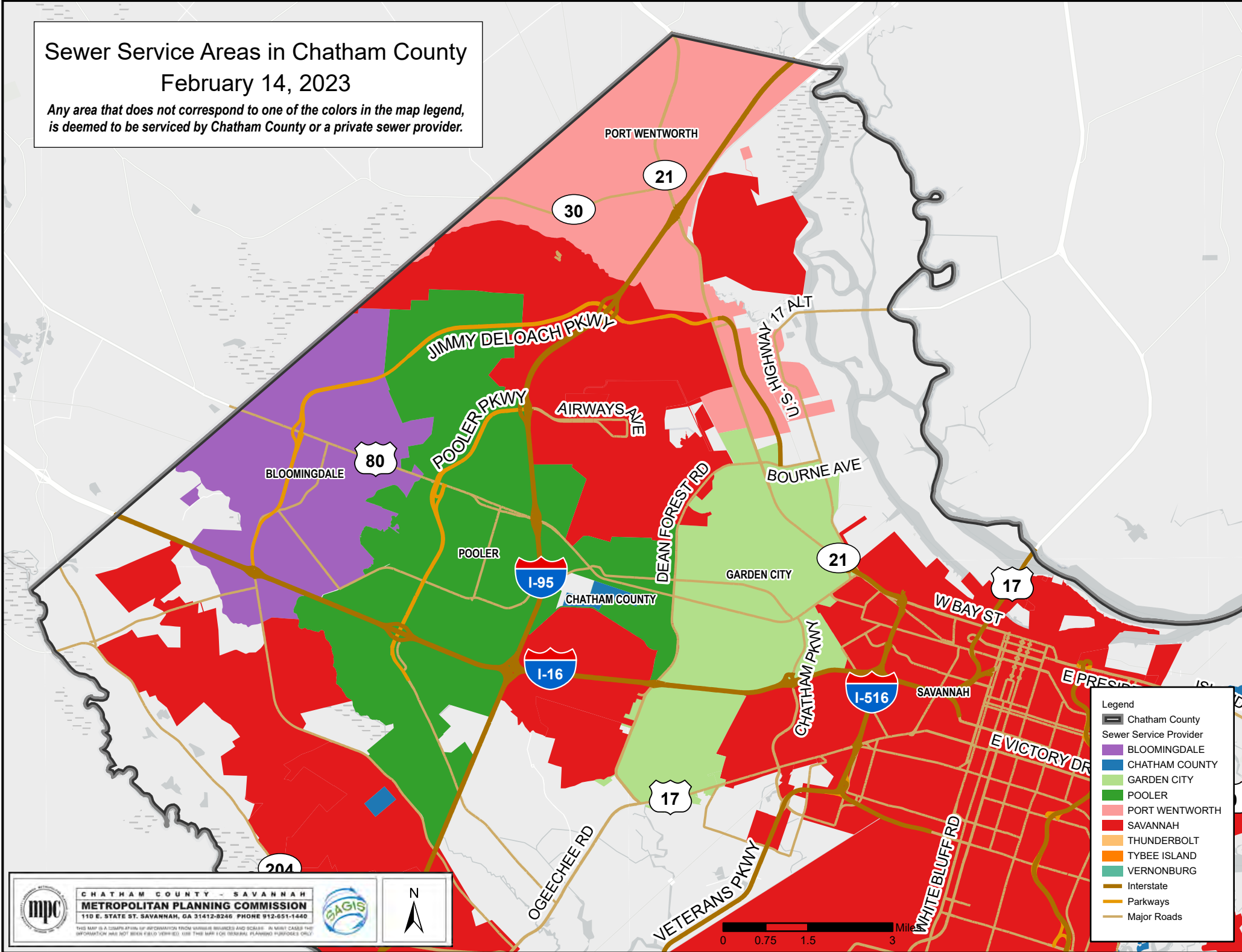
If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



- Legend**
- Chatham County
 - Sewer Service Provider
 - BLOOMINGDALE
 - CHATHAM COUNTY
 - GARDEN CITY
 - POOLER
 - PORT WENTWORTH
 - SAVANNAH
 - THUNDERBOLT
 - TYBEE ISLAND
 - VERNONBURG
 - Interstate
 - Parkways
 - Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

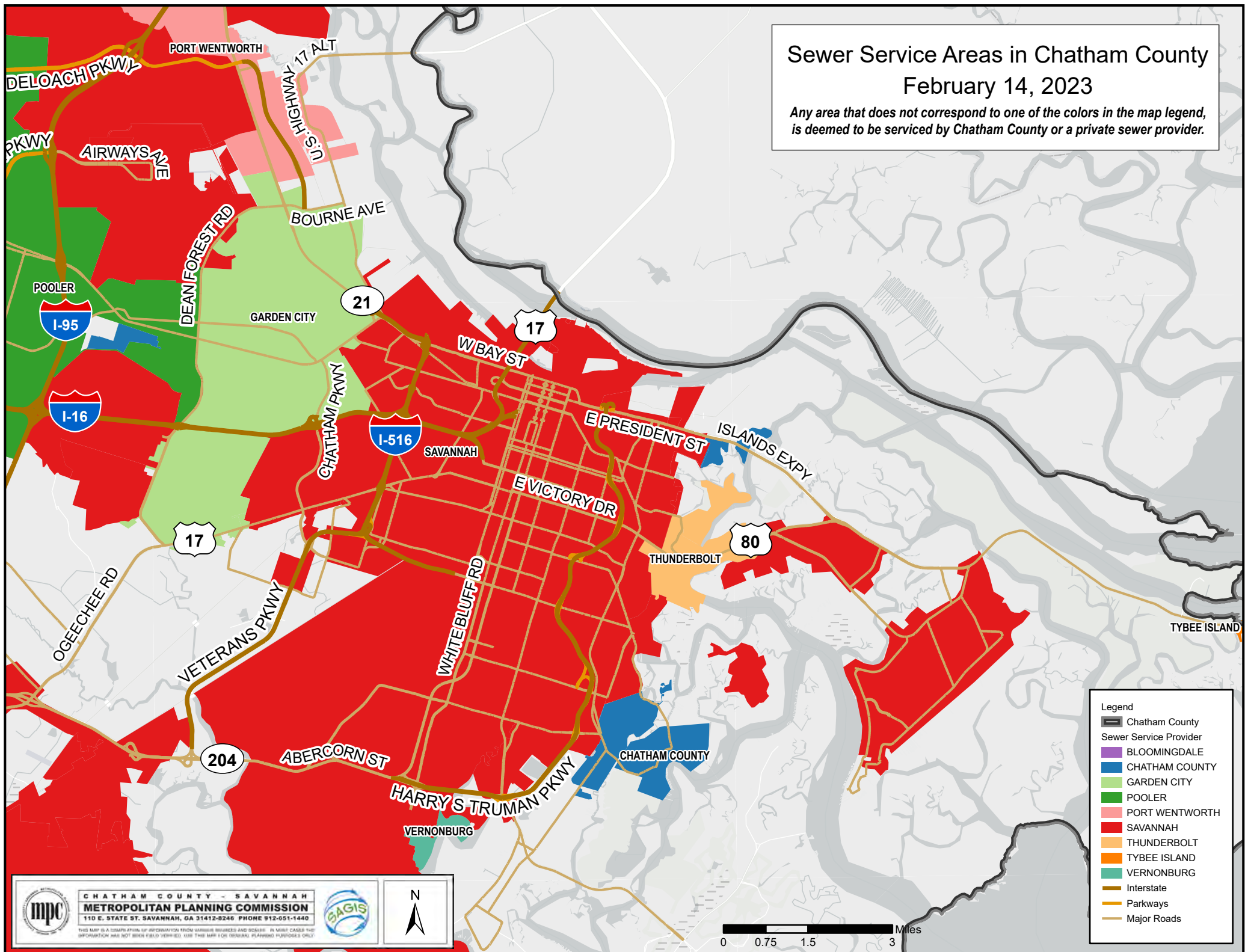


0 0.75 1.5 3 Miles

Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



- Legend**
- Chatham County
 - Sewer Service Provider**
 - BLOOMINGDALE
 - CHATHAM COUNTY
 - GARDEN CITY
 - POOLER
 - PORT WENTWORTH
 - SAVANNAH
 - THUNDERBOLT
 - TYBEE ISLAND
 - VERNONBURG
 - Interstate
 - Parkways
 - Major Roads

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

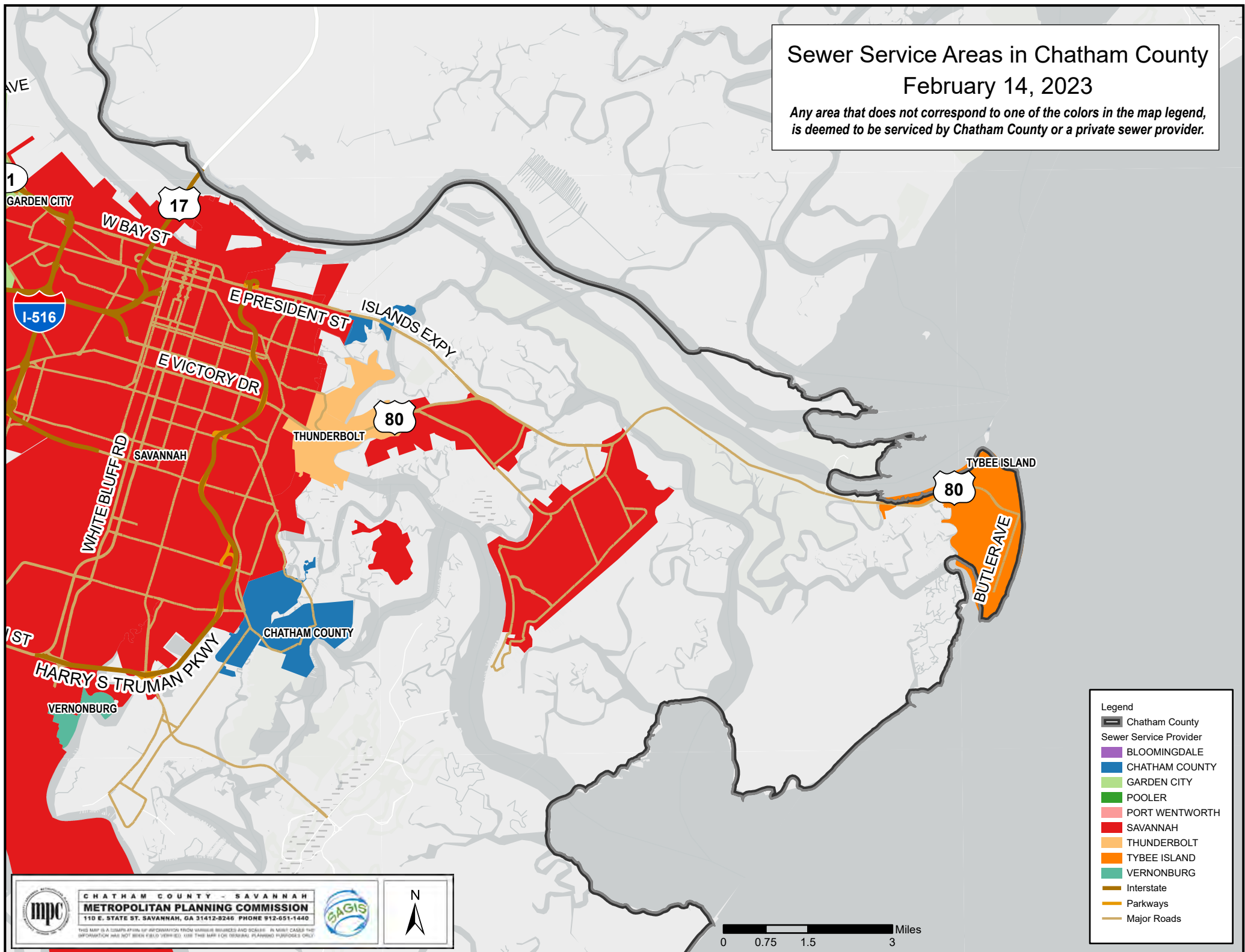
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



Sewer Service Areas in Chatham County

February 14, 2023

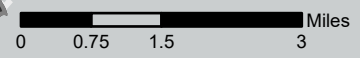
Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



- Legend**
- Chatham County
 - Sewer Service Provider**
 - BLOOMINGDALE
 - CHATHAM COUNTY
 - GARDEN CITY
 - POOLER
 - PORT WENTWORTH
 - SAVANNAH
 - THUNDERBOLT
 - TYBEE ISLAND
 - VERNONBURG
 - BLOOMINGDALE
 - Interstate
 - Parkways
 - Major Roads

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



**SERVICE: WATER SUPPLY /
DISTRIBUTION**

Georgia Department of Community Affairs
SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on Form 1, Section III. Use exactly the same names listed on Form 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: **Chatham**

Service: **Water Supply/Distribution**

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- Service will be provided only in the unincorporated portion of the county by a single service provider. If this box is checked, identify the government, authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. If this box is checked, identify the government(s), authority, or organization providing this service:
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. If this box is checked, identify the government, authority, or organization providing this service:
- Other. If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide this service within each service area: **Each of the jurisdictions, with the exception of Chatham County, facilitates the supply and distribution of drinking water within their boundaries, although the water may be supplied by another entity. This includes the cities of Bloomingdale, Garden City, Pooler, Port Wentworth, Savannah and Tybee Island, and the Towns of Thunderbolt and Vernonburg.**

2. In developing this strategy, were overlapping service areas, unnecessary competition, and/or duplication of this service identified?

- Yes. (If "yes", attach additional documentation as described below.)
- No.

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (e.g. overlapping but high levels of service (See O.C.G.A. 36-70-24(1), overriding benefits of duplication, or reasons that overlapping service areas or competition cannot be eliminated.)

If these conditions will be eliminated under this strategy, **attach and implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2 (continued)

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| City of Savannah (County Seat) | User Fees; Surcharges; Interfund Fees; Grants; Tap-In Fees |
| City of Pooler | User Fees; Tap-In Fees; Grants; Enterprise Fund |
| City of Bloomingdale | User Fees; Tap-In Fees; Grants |
| City of Port Wentworth | User Fees; Tap-In Fees; Impact Fees; Grants |
| City of Garden City | User Fees; Tap-In Fees |
| Town of Thunderbolt | User Fees |
| City of Tybee Island | User Fees; Tap-In Fees |
| City of Vernonburg | User Fees |

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The map has changed to reflect updated water coverage areas. Chatham County has sold all of its community water systems, all of which are now being served by a private, non-governmental entity. The City of Savannah provides water to areas in unincorporated Chatham County, Port Wentworth, Pooler, Bloomingdale, Thunderbolt, Vernonburg and to the City of Garden City under the terms of water supply agreements. Additionally, a contract has been put into place where the City of Savannah provides drinking water to a portion of Bloomingdale via Pooler’s conveyance system.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service.

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|---|-----------------------------------|
| Potable Water Supply Agreement | City of Pooler and City of Savannah | 2/17/2000 ; 12/21/2030/ |
| Potable Water Supply Agreement | Garden City and City of Savannah | Current/Ongoing |
| Potable Water Supply Agreement | Vernonburg and City of Savannah | Current/Ongoing |
| Potable Water Supply Agreement | Thunderbolt and the City of Savannah | Current/Ongoing |
| Potable Water Supply Agreement | Bloomingdale and the City of Savannah | Current/Ongoing |
| Privatization Contract for Water Operations, Routine sampling, and Testing | Port Wentworth and Clearwater Solutions | 12/21/21; 12/21/2024 |
| Potable Water Supply Agreement | Port Wentworth and the City of Savannah | Current; Ongoing |

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g. ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Jackie Jackson, Director of Advance Planning & Special Projects, Chatham County-Savannah Metropolitan Planning Commission**

Phone Number: **912-651-1440**

Date completed: **April 25, 2022**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

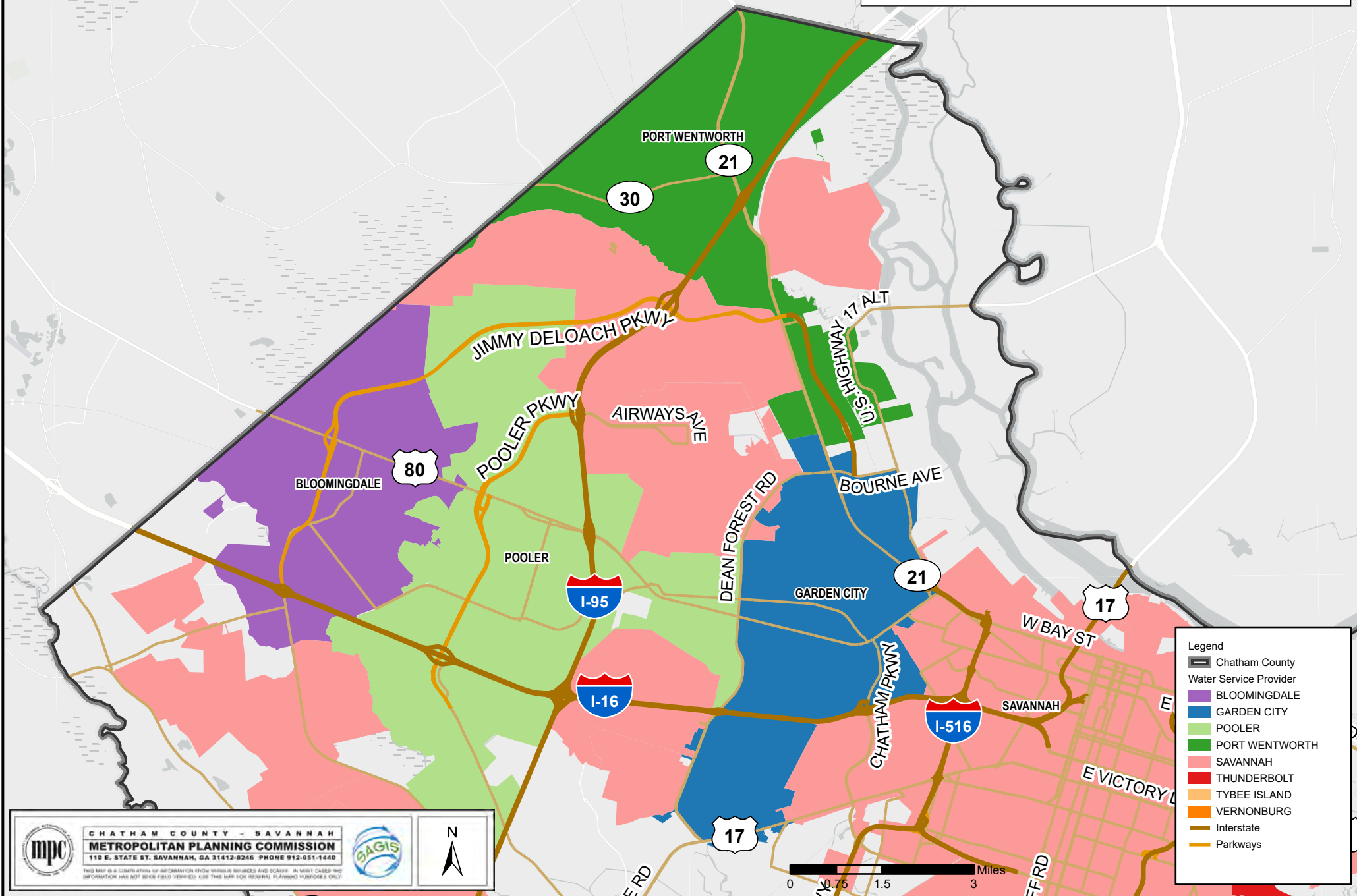
If not, provide designated contact person(s) and phone number(s) below:

Melanie Wilson, Executive Director MPC, 912-651-1440

Water Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private water provider.



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



0 0.75 1.5 3 Miles

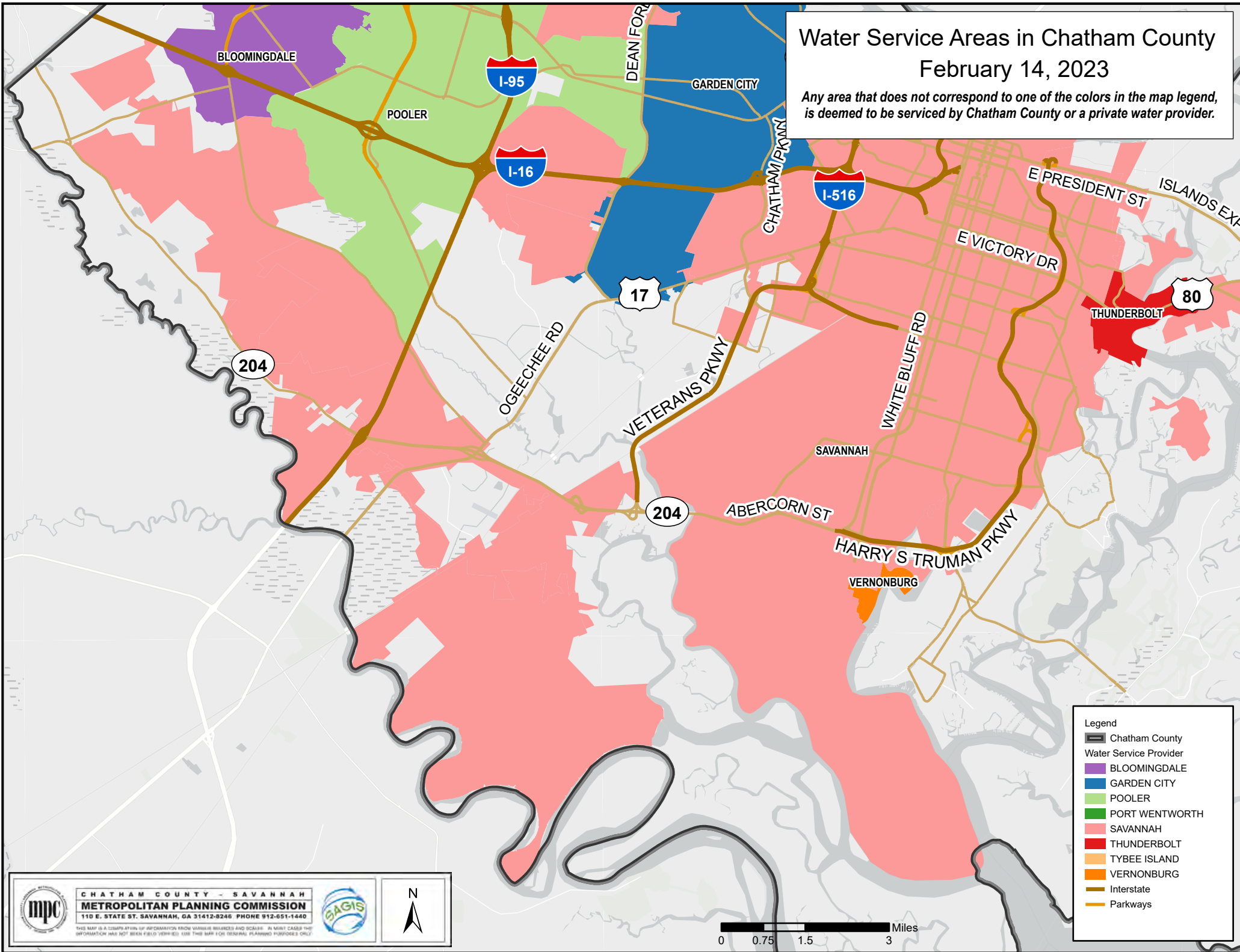
Legend

- Chatham County
- Water Service Provider
- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways

Water Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private water provider.



Legend

- Chatham County
- Water Service Provider
- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways

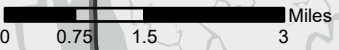
CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

SAGIS

mpc

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

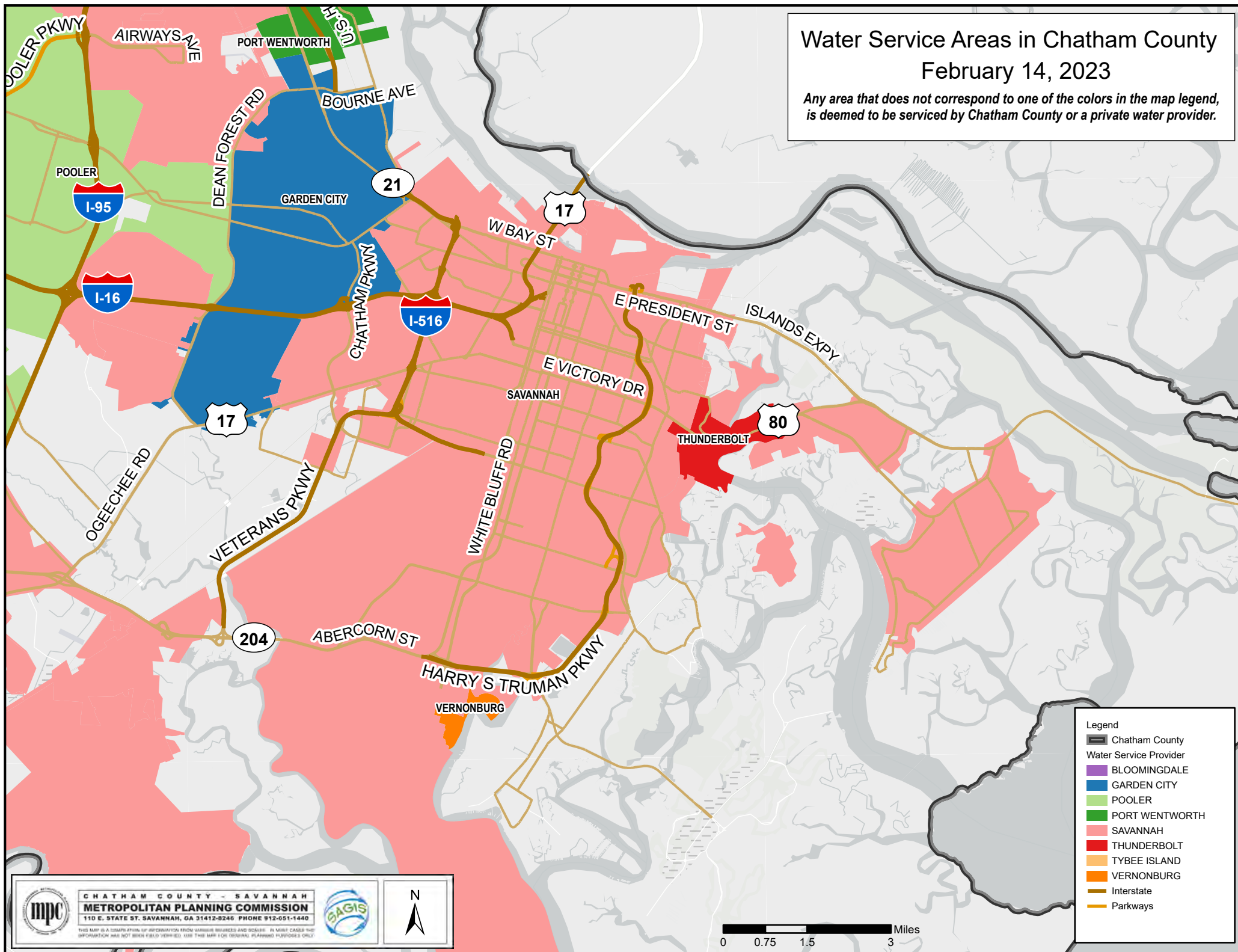
N



Water Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private water provider.



Legend

- Chatham County
- Water Service Provider
- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

mpc **SAGIS**

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

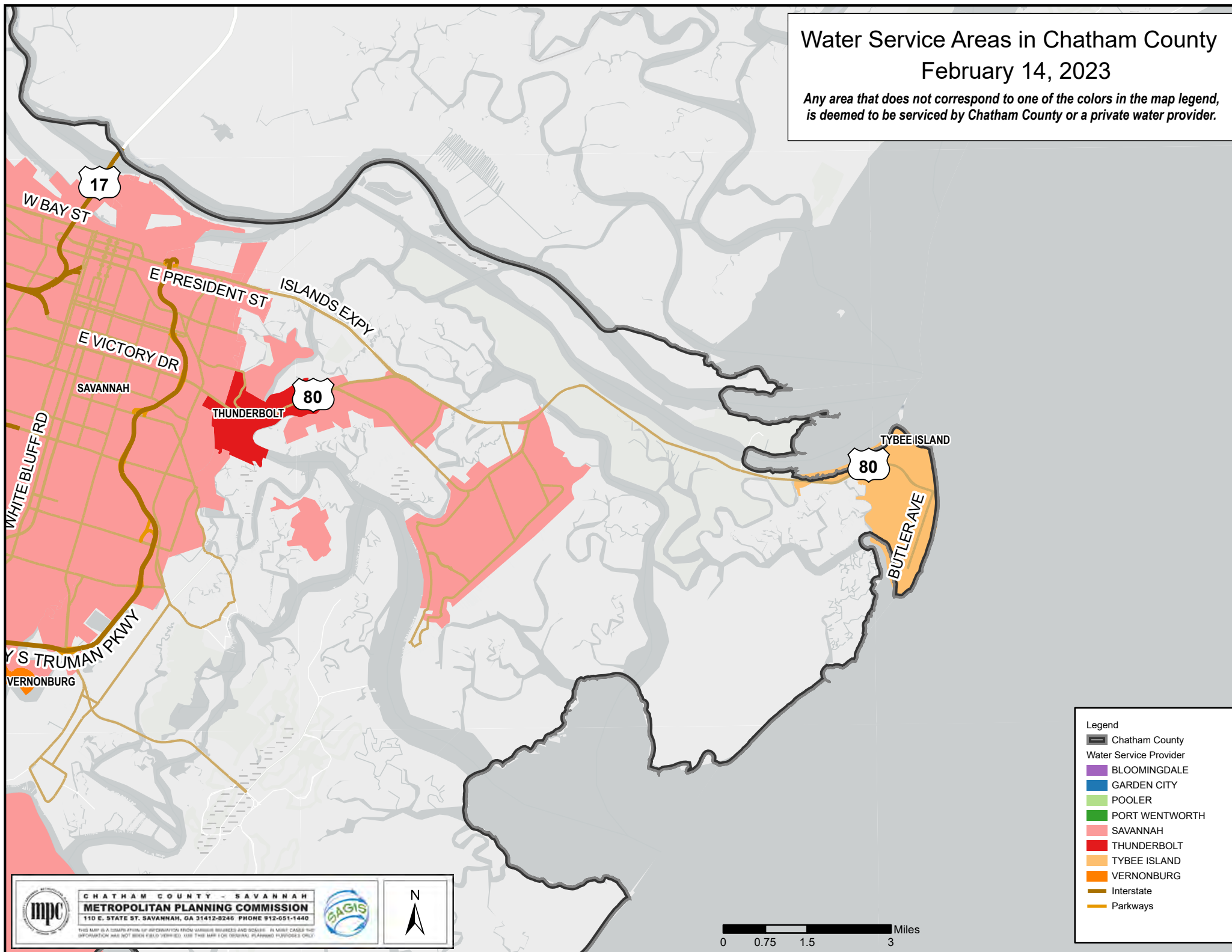
N

0 0.75 1.5 3 Miles

Water Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private water provider.



Legend

- Chatham County
- Water Service Provider
 - BLOOMINGDALE
 - GARDEN CITY
 - POOLER
 - PORT WENTWORTH
 - SAVANNAH
 - THUNDERBOLT
 - TYBEE ISLAND
 - VERNONBURG
- Interstate
- Parkways

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

SAGIS

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

0 0.75 1.5 3 Miles

FORM 3: SUMMARY OF LAND USE AGREEMENT



SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: CHATHAM COUNTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

There were no incompatibilities or conflicts identified during the development of the Service Delivery Strategy process.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:

There were no incompatibilities or conflicts identified during the development of the Service Delivery Strategy process.

| |
|--|
| NOTE: |
| <p>If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.</p> |

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?

In addition to the Development of Regional Impact (DRI) process, the local jurisdictions within Chatham County ensure that any new projects and /or planned larger development projects are communicated to the neighboring communities for input and feedback. This also allows opportunity for the jurisdictions to provide input on applicable land use plans and ordinances.

4. Person completing form: **Jackie L. Jackson; Director of Advance Planning & Special Projects**

Phone number: **912-651-1440** Date completed: 05/052022

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

MELANIE WILSON, EXECUTIVE DIRECTOR MPC, 912-651-1440

FORM 4: MUNICIPAL CERTIFICATIONS



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|----------|--------------------|-----------|---------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis | | 6/30/22 |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | | |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Bentron | | |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | | |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN ON THUNDERBOLT</u> | Mayor | Dana Williams | | |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | | |
| <u>TOWN OF VERNONBURG</u> | Mayor | Jimmy Hungerpillar | | |



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|----------|--------------------|----------------------|---------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis | | |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | X <i>Don Bethune</i> | 6/18/22 |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Benton | | |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | | |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN ON THUNDERBOLT</u> | Mayor | Dana Williams | | |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | | |
| <u>TOWN OF VERNONBURG</u> | Mayor | Jimmy Hungerpillar | | |



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|----------|--------------------|-----------------------|---------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis | | |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | | |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Benton | <i>Rebecca Benton</i> | 6/21/22 |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | | |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN ON THUNDERBOLT</u> | Mayor | Dana Williams | | |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | | |
| <u>TOWN OF VERNONBURG</u> | Mayor | Jimmy Hungerpillar | | |



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|----------|--------------------|--------------------|---------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis | | |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | | |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Bentron | | |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | <i>Gary Norton</i> | 6-23-22 |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN ON THUNDERBOLT</u> | Mayor | Dana Williams | | |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | | |
| <u>TOWN OF VERNONBURG</u> | Mayor | Jimmy Hungerpillar | | |



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:


This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.


COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:


1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|----------|--------------------|---|---------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis |  | 7/19/22 |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | | |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Benton | | |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | | |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN ON THUNDERBOLT</u> | Mayor | Dana Williams | | |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | | |
| <u>TOWN OF VERNONBURG</u> | Mayor | Jimmy Hungerpillar | | |





Georgia Department of
Community Affairs



SERVICE DELIVERY STRATEGY
FORM 4: Certifications


Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|-----------|--------------------|--|---------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis | | |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | | |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Benton | | |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | | |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN OF THUNDERBOLT</u> | Mayor | Dana Williams |  | 6/13/22 |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | | |
| <u>TOWN OF VERNONBURG</u> | Intendant | Jimmy Hungerpillar | | |



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|----------|--------------------|-------------------------|----------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis | | |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | | |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Bentron | | |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | | |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN ON THUNDERBOLT</u> | Mayor | Dana Williams | | |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | <i>Shirley Sessions</i> | 07.14.22 |
| <u>TOWN OF VERNONBURG</u> | Mayor | Jimmy Hungerpillar | | |



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|-----------|--------------------|---|--------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis | | |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | | |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Benton | | |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | | |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN ON THUNDERBOLT</u> | Mayor | Dana Williams | | |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | | |
| <u>TOWN OF VERNONBURG</u> | Intendant | Jimmy Hungerpillar |  | 6/9/22 |



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: CHATHAM COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

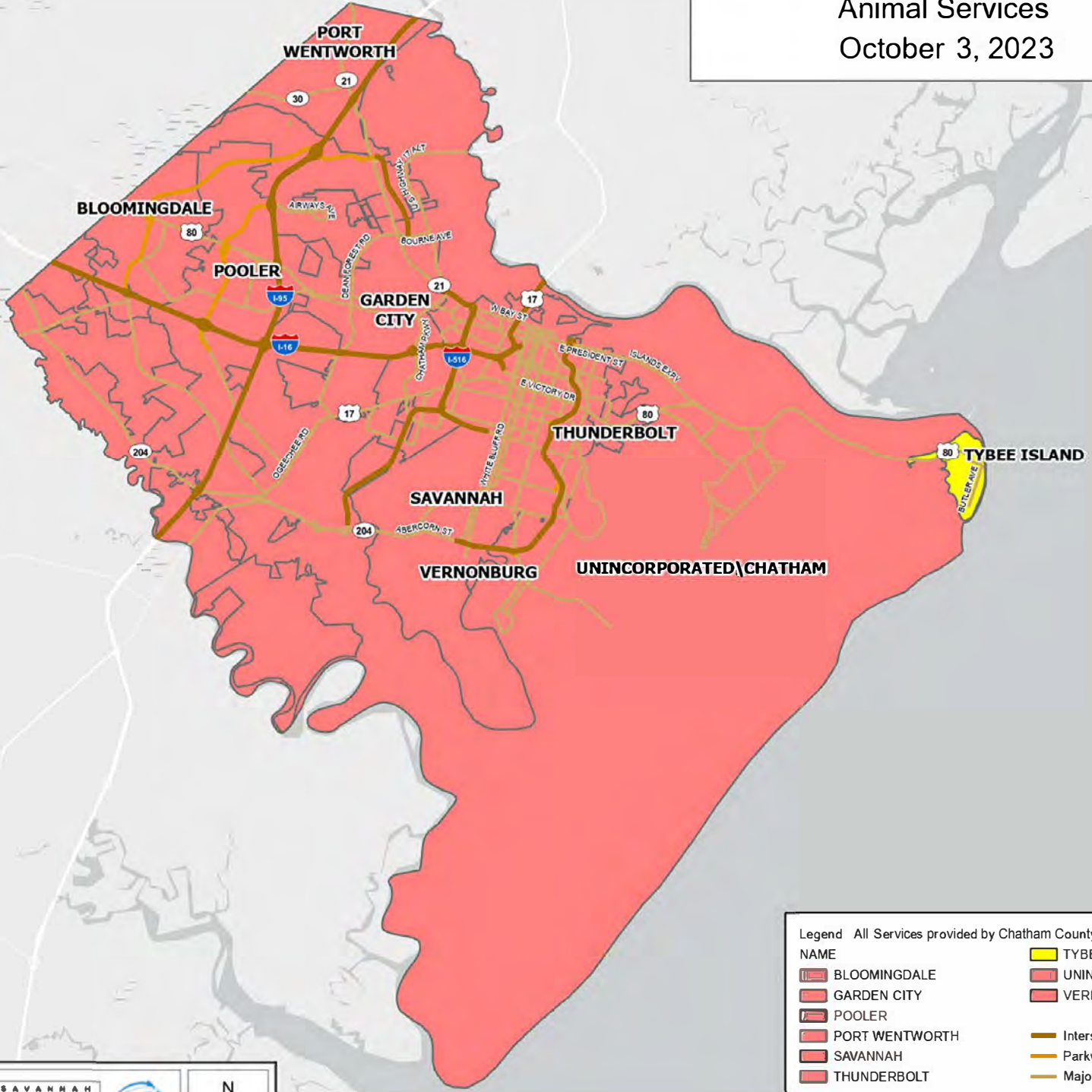
1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|-------------------------------|----------|--------------------|-----------|---------|
| <u>CHATHAM COUNTY</u> | Chairman | Chester Ellis | | 7/18/22 |
| <u>CITY OF BLOOMINGDALE</u> | Mayor | Dennis G. Baxter | | |
| <u>CITY OF GARDEN CITY</u> | Mayor | Don Bethune | | |
| <u>CITY OF POOLER</u> | Mayor | Rebecca Benton | | |
| <u>CITY OF PORT WENTWORTH</u> | Mayor | Gary Norton | | |
| <u>CITY OF SAVANNAH</u> | Mayor | Van Johnson | | |
| <u>TOWN ON THUNDERBOLT</u> | Mayor | Dana Williams | | |
| <u>CITY OF TYBEE ISLAND</u> | Mayor | Shirley Sessions | | |
| <u>TOWN OF VERNONBURG</u> | Mayor | Jimmy Hungerpillar | | |

APPENDIX

SERVICE AREA MAPS

Animal Services
 October 3, 2023

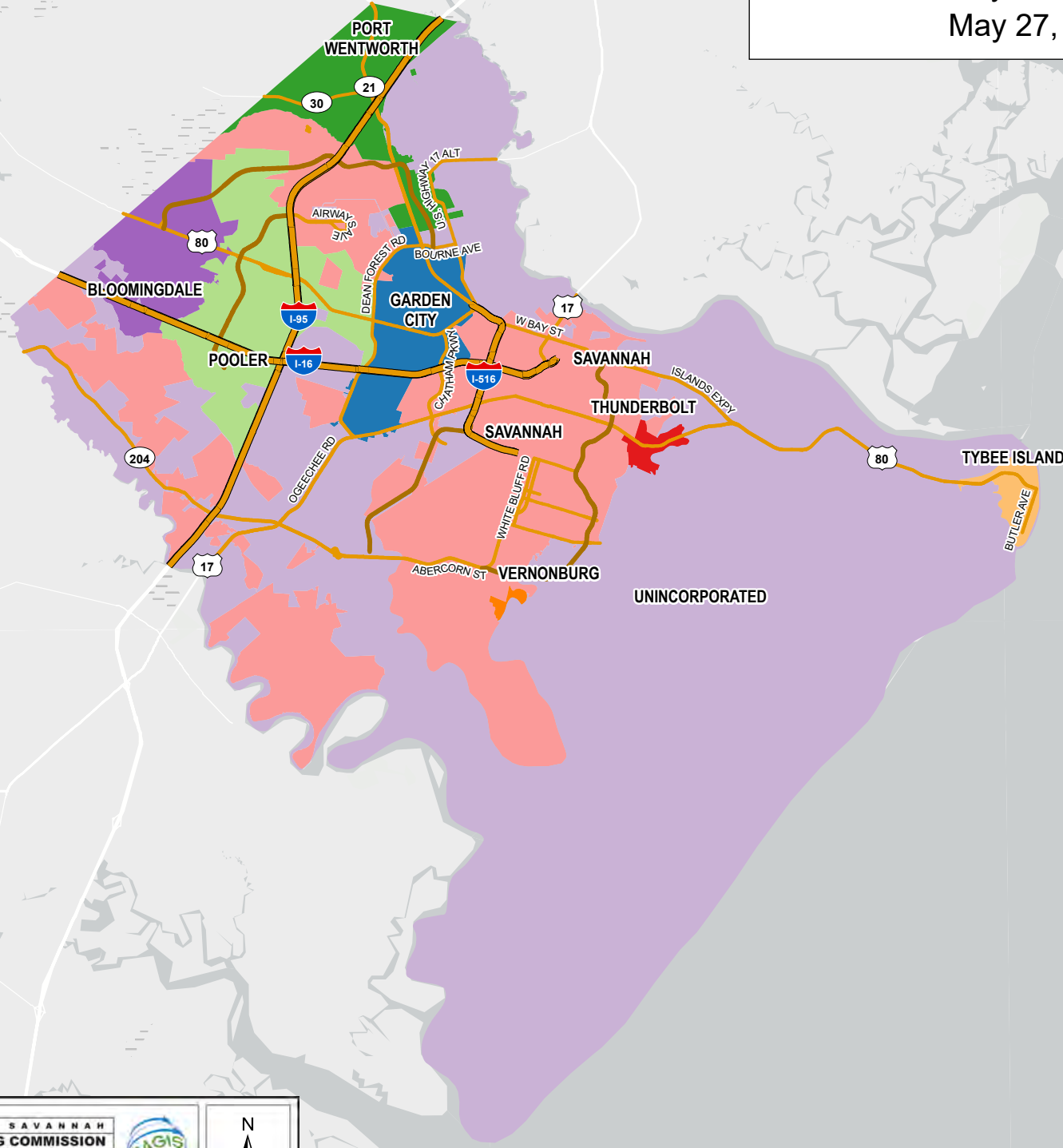


Legend All Services provided by Chatham County except for on Tybee Island

| NAME | |
|--------------|------------------------|
| TYBEE ISLAND | UNINCORPORATED\CHATHAM |
| BLOOMINGDALE | VERNONBURG |
| GARDEN CITY | PORT WENTWORTH |
| POOLER | Interstate |
| SAVANNAH | Parkways |
| THUNDERBOLT | Major Roads |

Chatham County Municipal Boundaries

May 27, 2022

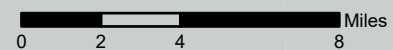


Legend

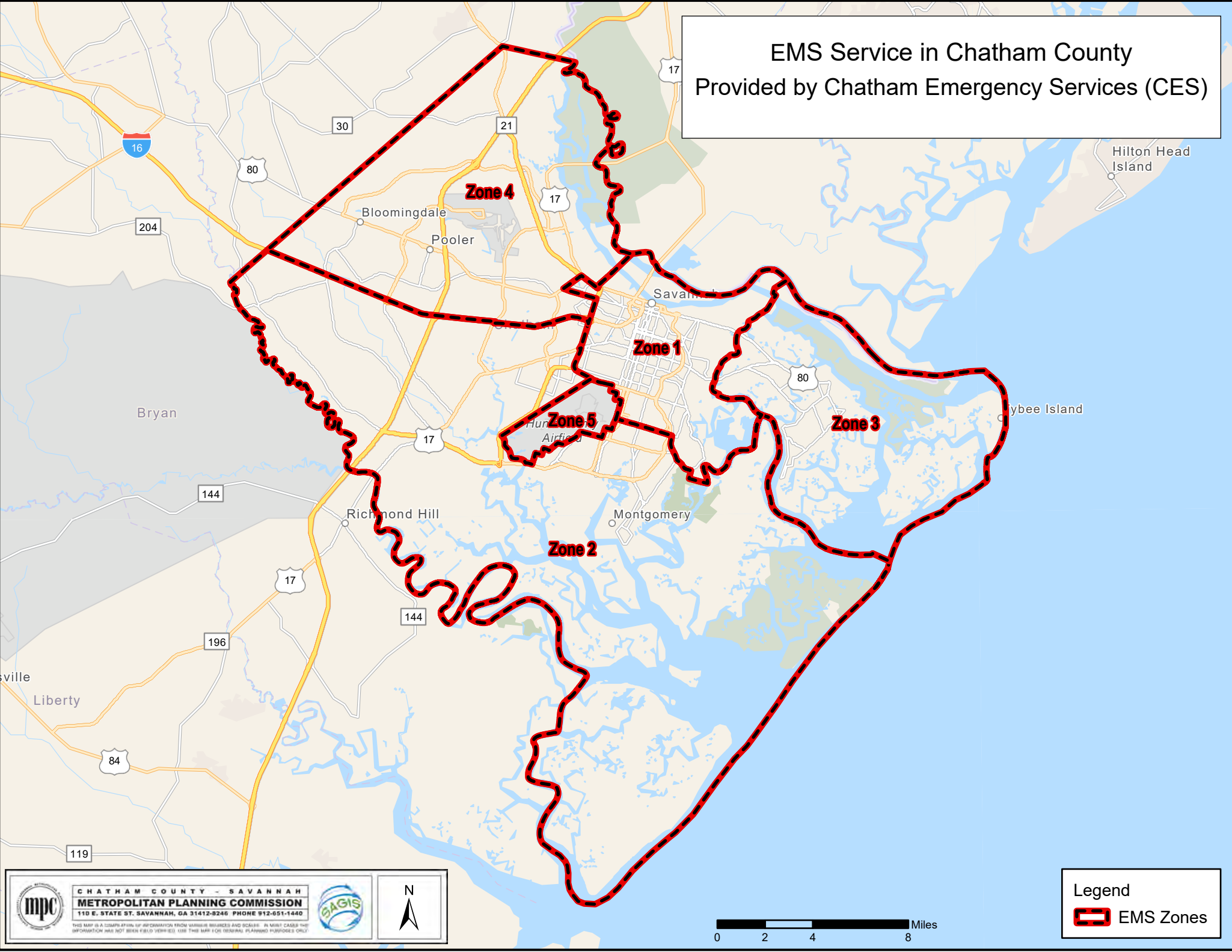
- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- UNINCORPORATED
- Interstate
- Parkways
- US Highways
- State Routes
- Major Roads


CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



EMS Service in Chatham County Provided by Chatham Emergency Services (CES)



Legend
[Red dashed line icon] EMS Zones

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

SAGIS

mpc

THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

N

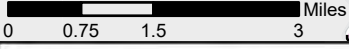
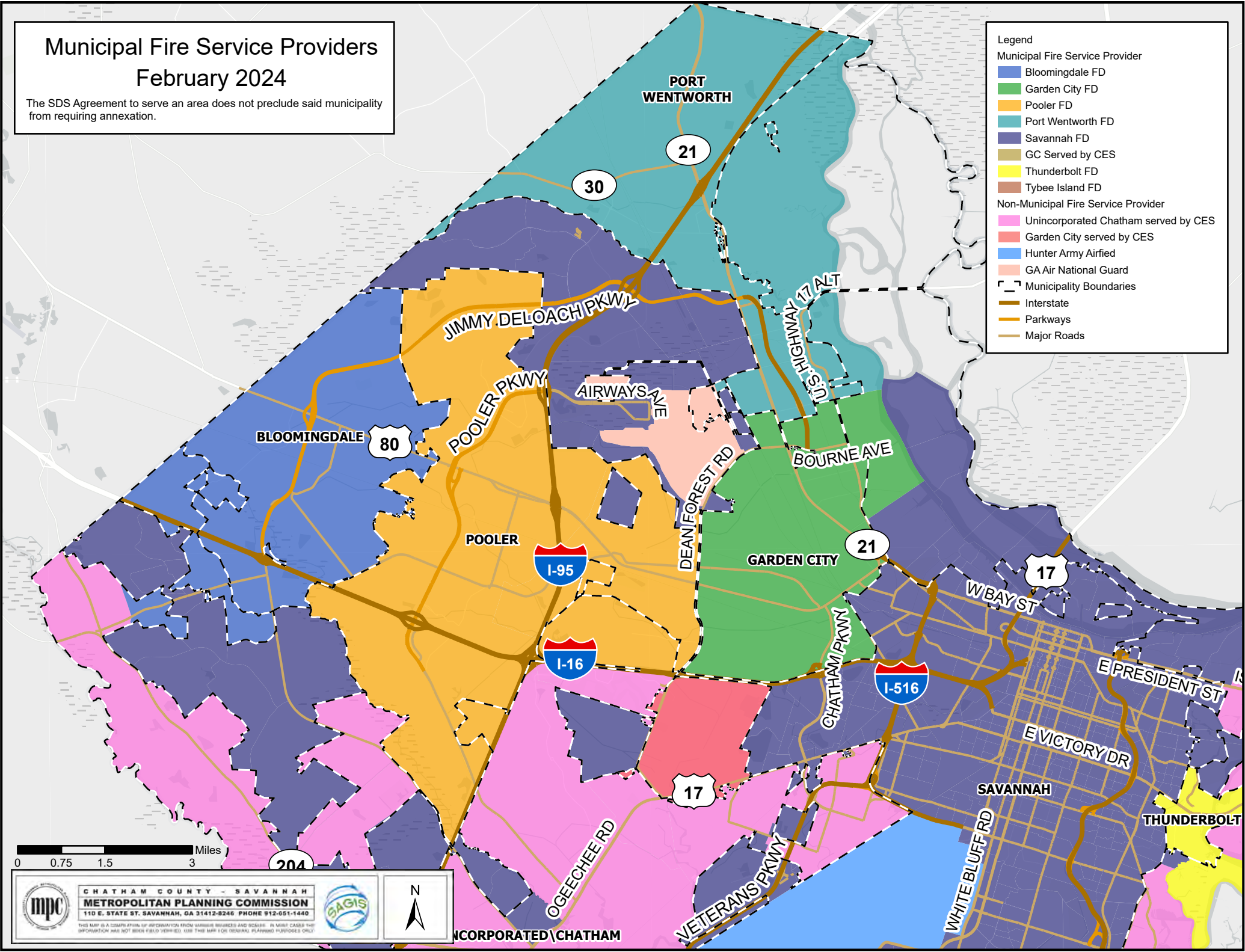


Municipal Fire Service Providers

February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

- Legend**
- Municipal Fire Service Provider**
- Bloomingdale FD
 - Garden City FD
 - Pooler FD
 - Port Wentworth FD
 - Savannah FD
 - GC Served by CES
 - Thunderbolt FD
 - Tybee Island FD
- Non-Municipal Fire Service Provider**
- Unincorporated Chatham served by CES
 - Garden City served by CES
 - Hunter Army Airfield
 - GA Air National Guard
- Other Symbols**
- Municipality Boundaries
 - Interstate
 - Parkways
 - Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

mpc **SAGIS**

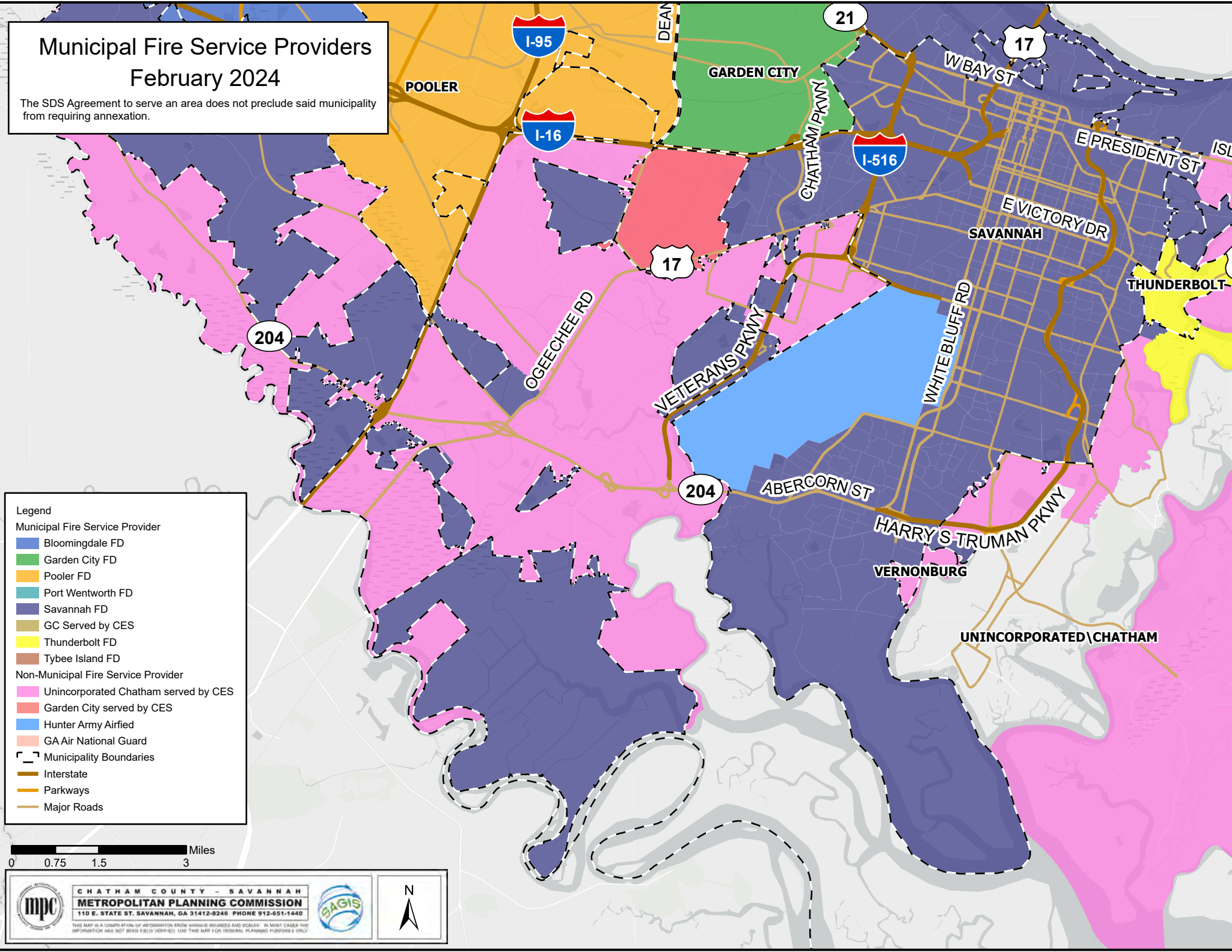
THIS MAP IS A SIMPLIFICATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

UNINCORPORATED CHATHAM



Municipal Fire Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Municipal Fire Service Provider

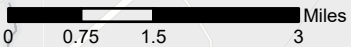
- Bloomingdale FD
- Garden City FD
- Pooler FD
- Port Wentworth FD
- Savannah FD
- GC Served by CES
- Thunderbolt FD
- Tybee Island FD

Non-Municipal Fire Service Provider

- Unincorporated Chatham served by CES
- Garden City served by CES
- Hunter Army Airfield
- GA Air National Guard

Municipality Boundaries

- Municipality Boundaries
- Interstate
- Parkways
- Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



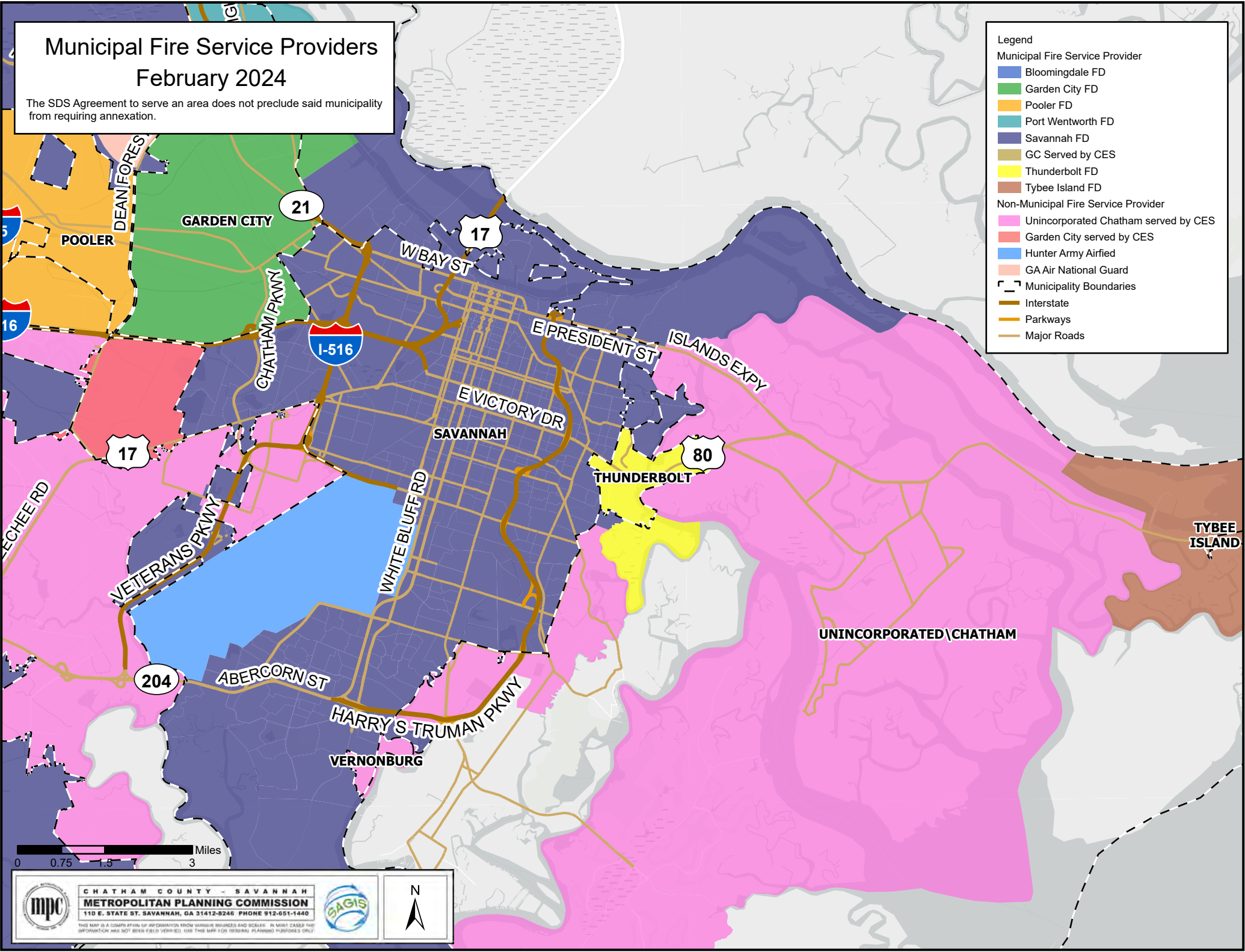
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Fire Service Providers

February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

- Legend**
- Municipal Fire Service Provider**
 - Bloomington FD
 - Garden City FD
 - Pooler FD
 - Port Wentworth FD
 - Savannah FD
 - GC Served by CES
 - Thunderbolt FD
 - Tybee Island FD
 - Non-Municipal Fire Service Provider**
 - Unincorporated Chatham served by CES
 - Garden City served by CES
 - Hunter Army Airfield
 - GA Air National Guard
 - Other**
 - Municipality Boundaries
 - Interstate
 - Parkways
 - Major Roads

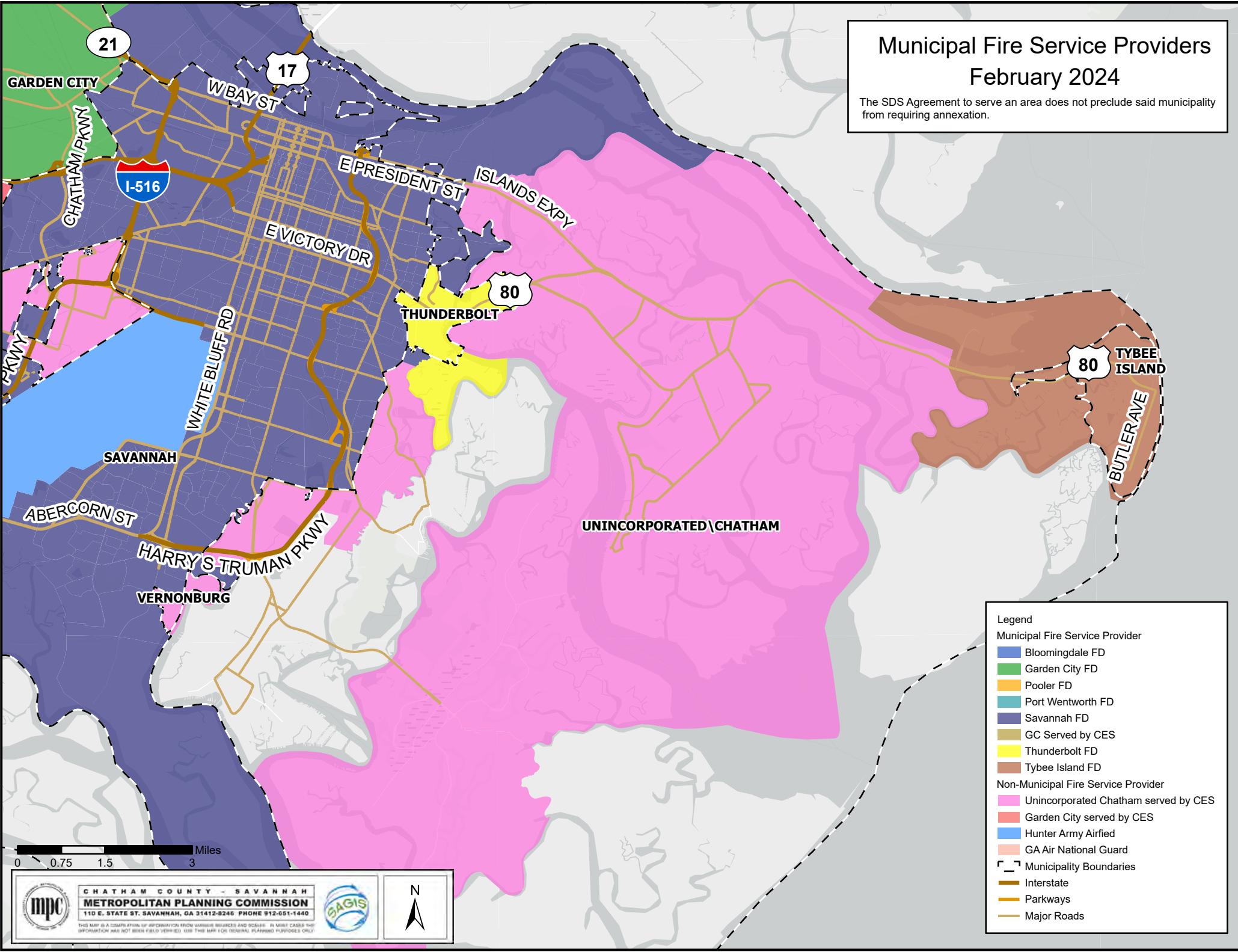


CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THE MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Fire Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Municipal Fire Service Provider

- Bloomingdale FD
- Garden City FD
- Pooler FD
- Port Wentworth FD
- Savannah FD
- GC Served by CES
- Thunderbolt FD
- Tybee Island FD

Non-Municipal Fire Service Provider

- Unincorporated Chatham served by CES
- Garden City served by CES
- Hunter Army Airfield
- GA Air National Guard
- Municipality Boundaries
- Interstate
- Parkways
- Major Roads

0 0.75 1.5 3 Miles

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

N

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALERS. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend

Police Service Providers

AGENCY

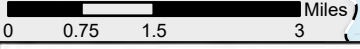
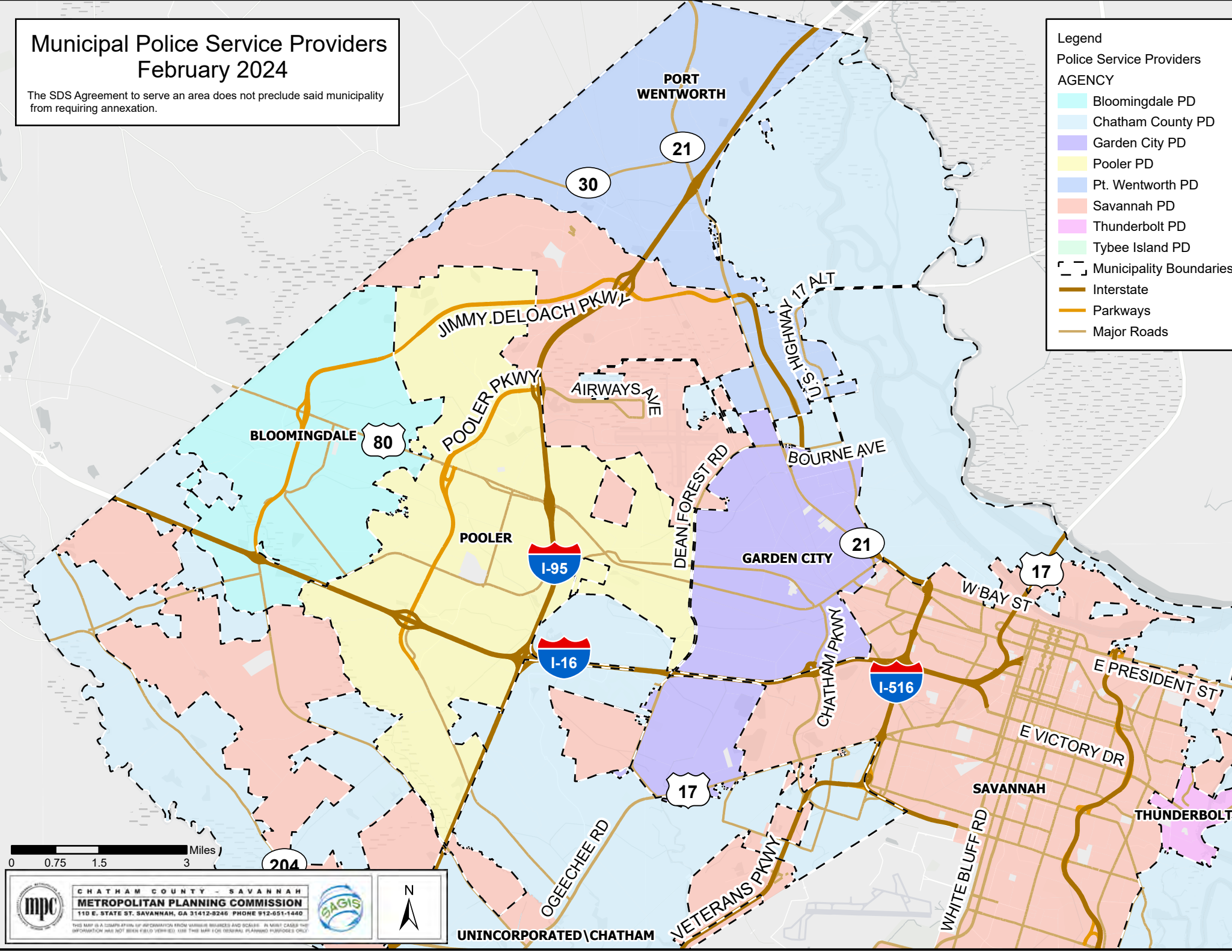
- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

Interstate

Parkways

Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

mpc **SAGIS**

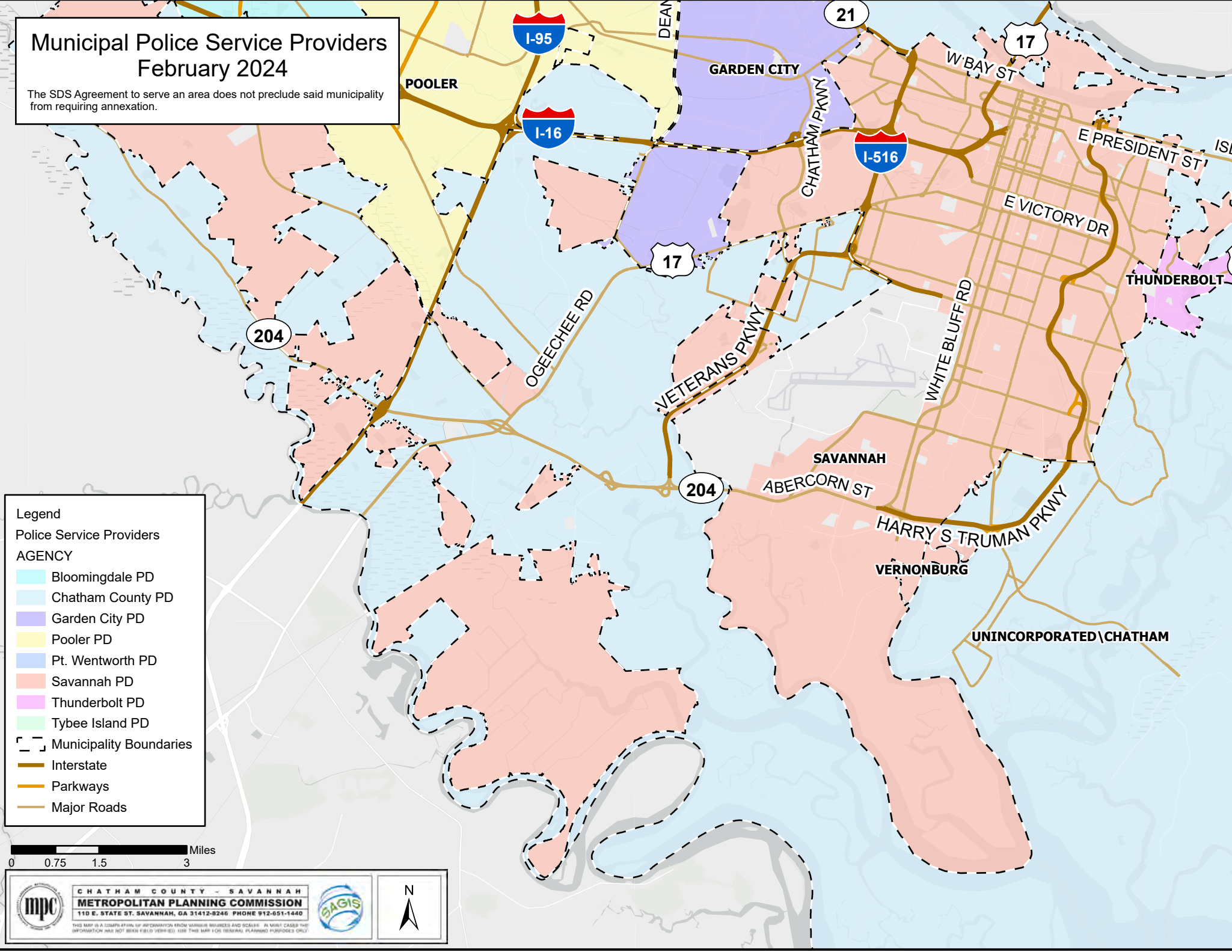
THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

UNINCORPORATED \ CHATHAM



Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Police Service Providers

AGENCY

- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

Interstate

Parkways

Major Roads

0 0.75 1.5 3 Miles



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend

Police Service Providers

AGENCY

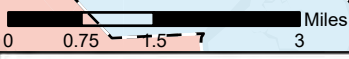
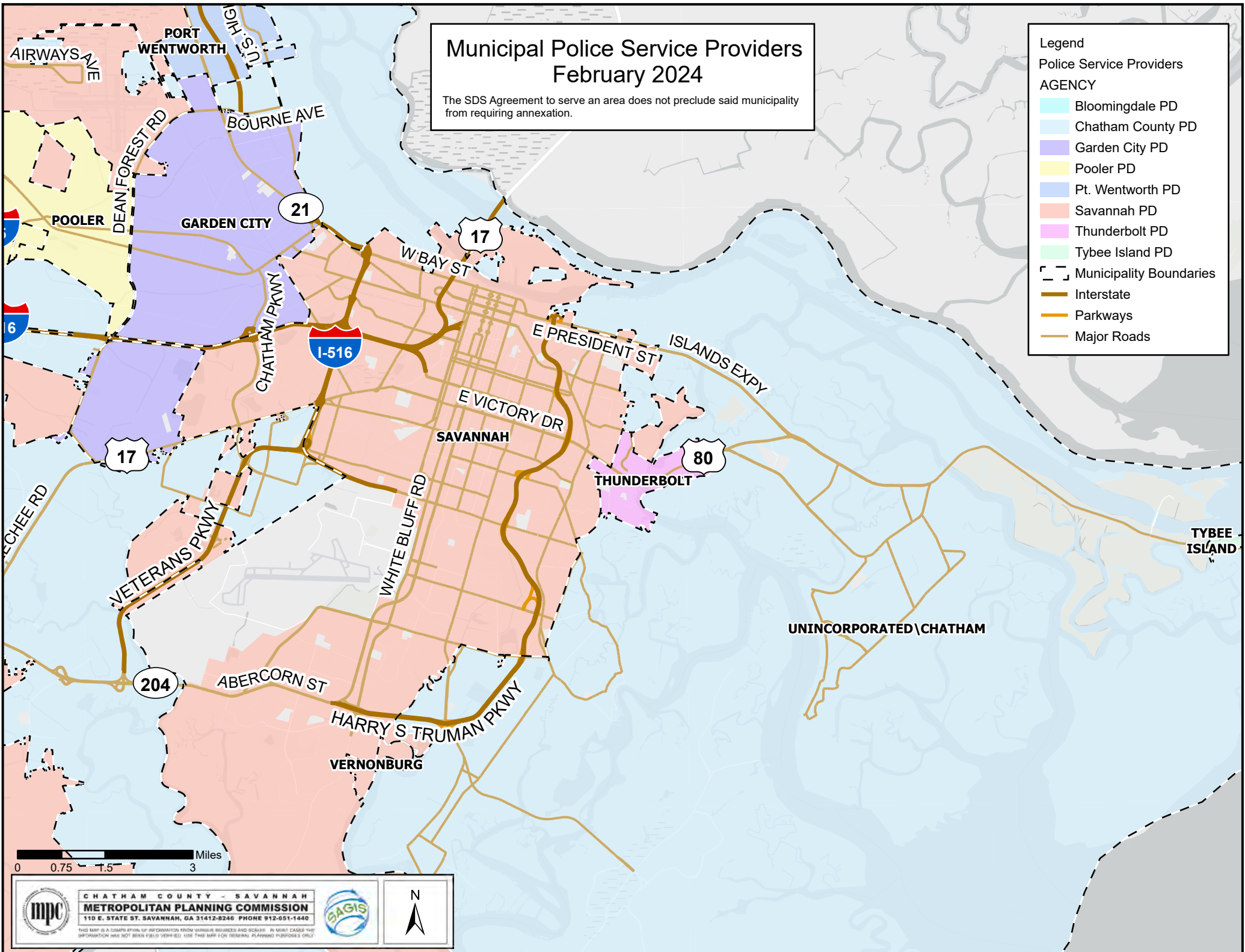
- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

Interstate

Parkways

Major Roads





CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

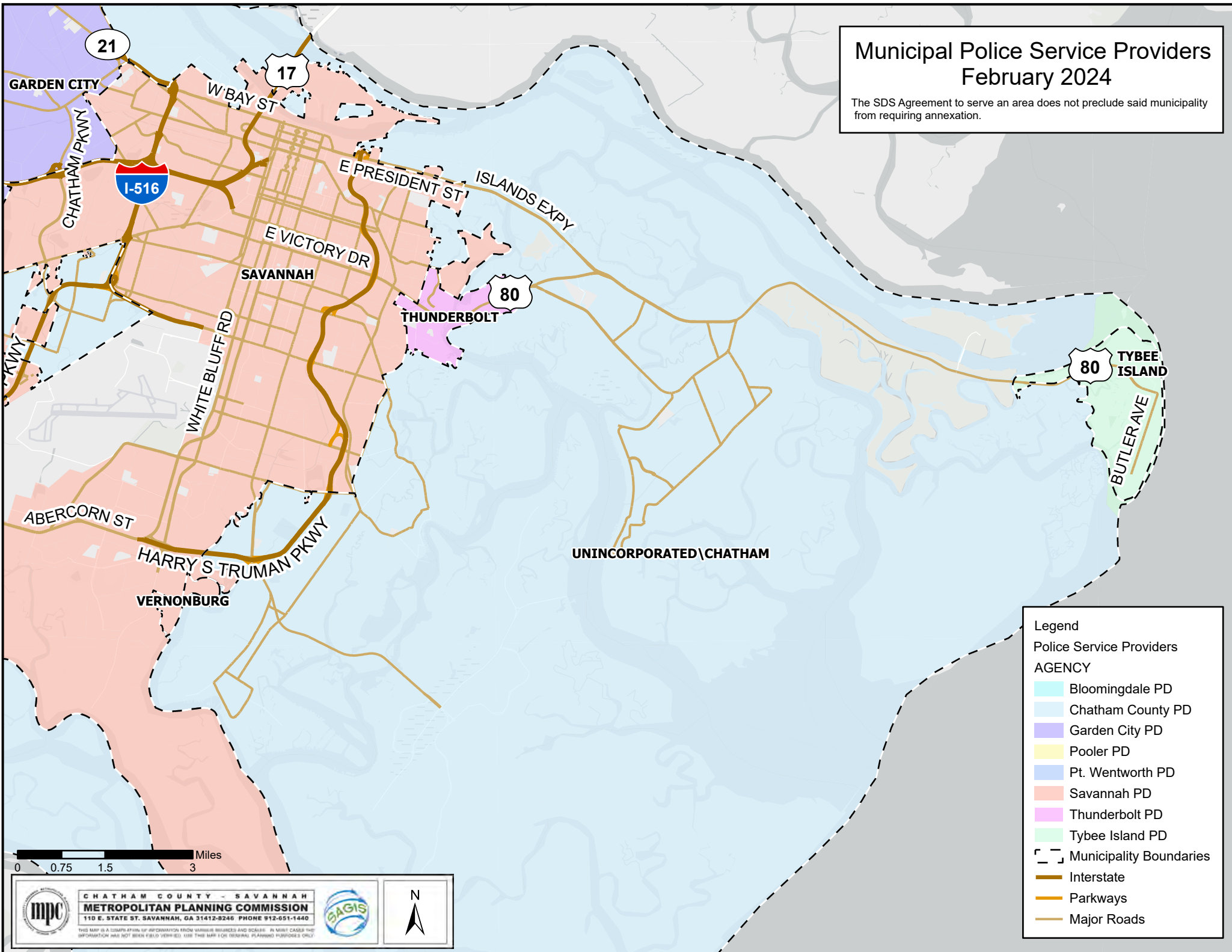
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.





Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.




CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Legend

Police Service Providers

AGENCY

- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries
 Interstate
 Parkways
 Major Roads

Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend

BUS ROUTE

- LIBERTY SHUTTLE
- AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL
- WEST CHATHAM
- BARNARD
- DOT EXPRESS SHUTTLE
- CROSS TOWN
- EAST SAVANNAH
- CANDLER
- HENRY
- ABERCORN LOCAL
- SILK HOPE
- SKIDAWAY ISLAND/ COFFEE BLUFF
- MLK JR/ WESTLAKE APTS
- WATERS 27
- WATERS 28
- W GWINNETT/ CLOVERDALE
- SKIDAWAY/ SANDFLY

TIGER SHUTTLE

AIRPORT EXPRESS

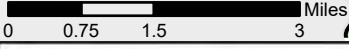
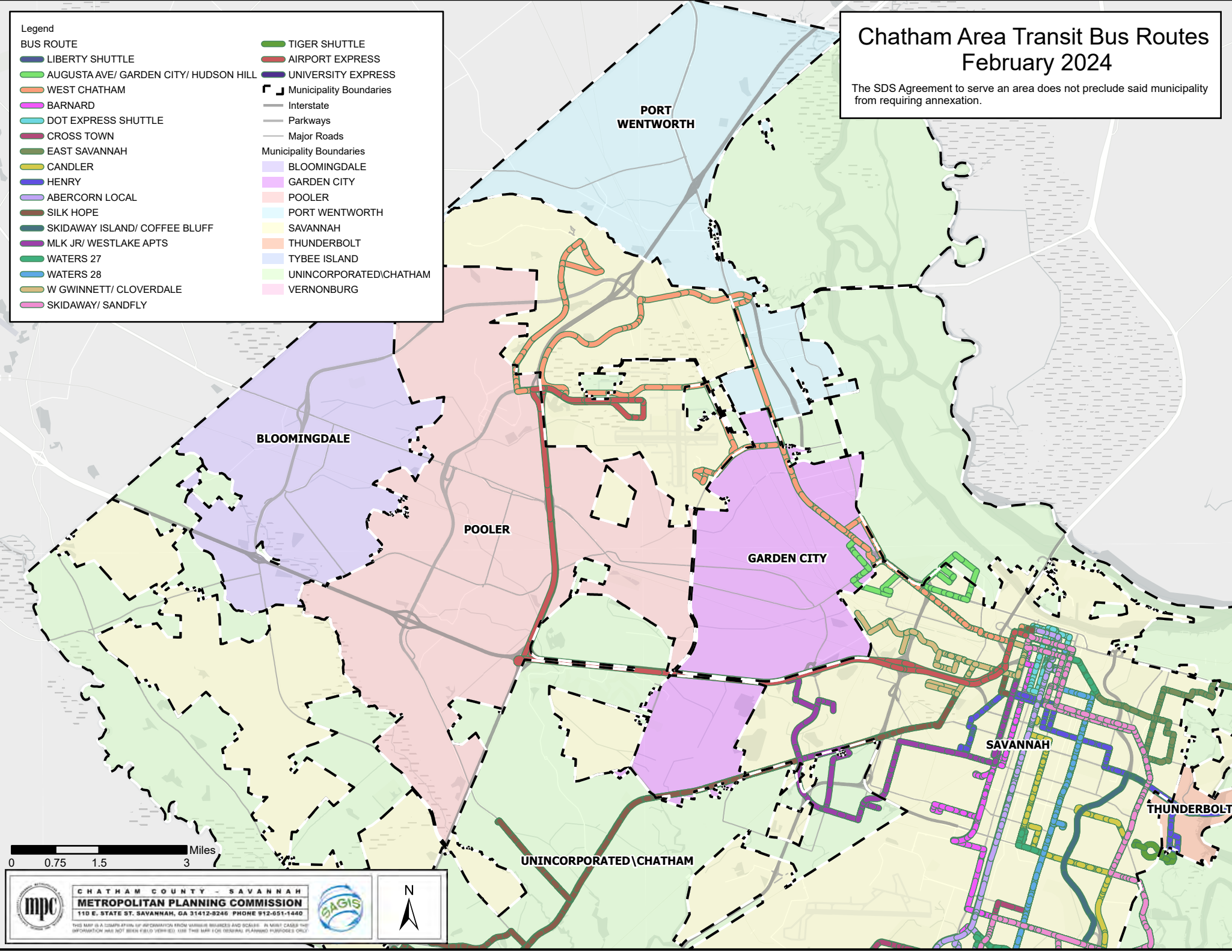
UNIVERSITY EXPRESS

Municipality Boundaries

- Municipality Boundaries
- Interstate
- Parkways
- Major Roads

Municipality Boundaries

- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- UNINCORPORATED\CHATHAM
- VERNONBURG

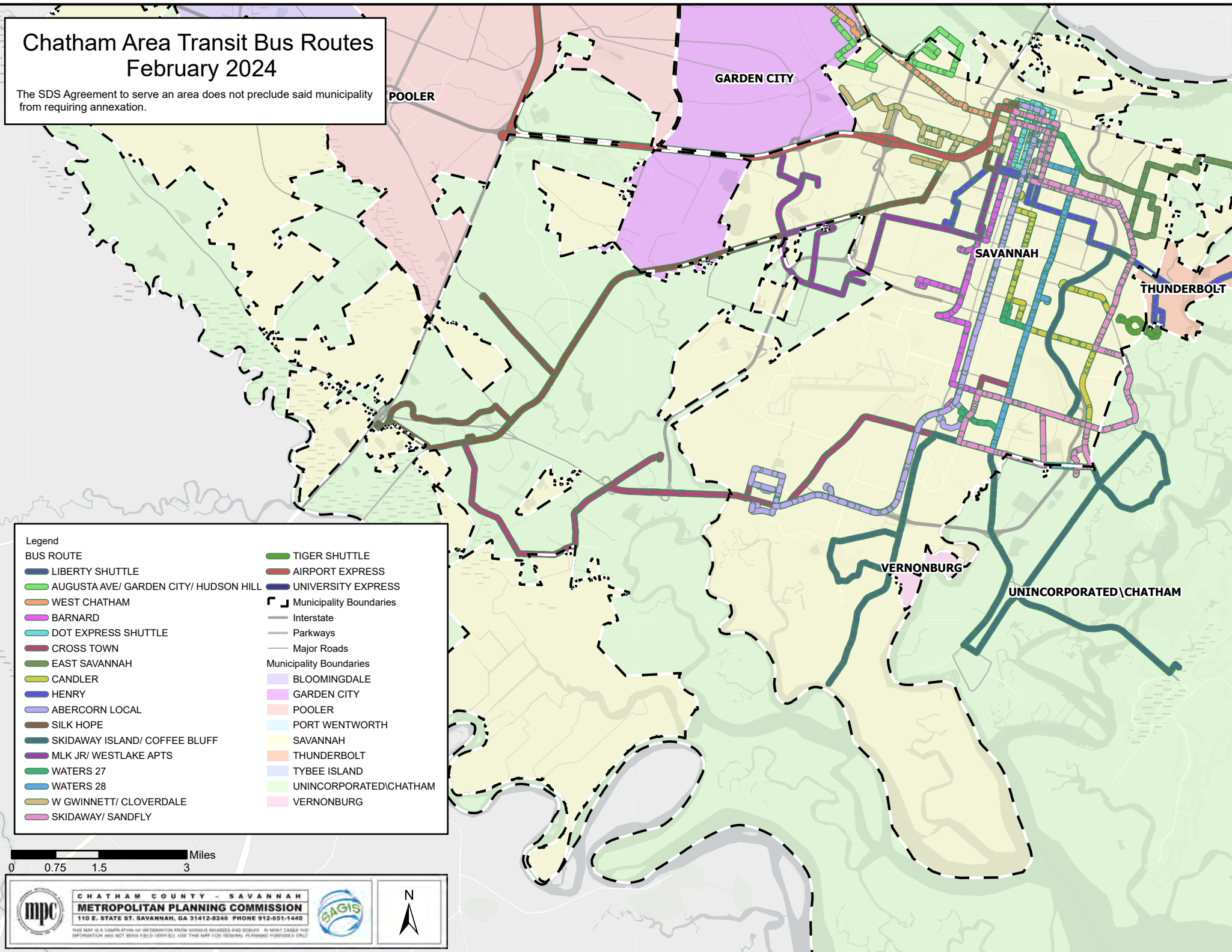


CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SIMPLIFICATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

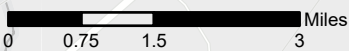
Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| MLK JR/ WESTLAKE APTS | THUNDERBOLT |
| WATERS 27 | TYBEE ISLAND |
| WATERS 28 | UNINCORPORATED\CHATHAM |
| W GWINNETT/ CLOVERDALE | VERNONBURG |
| SKIDAWAY/ SANDFLY | |





CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

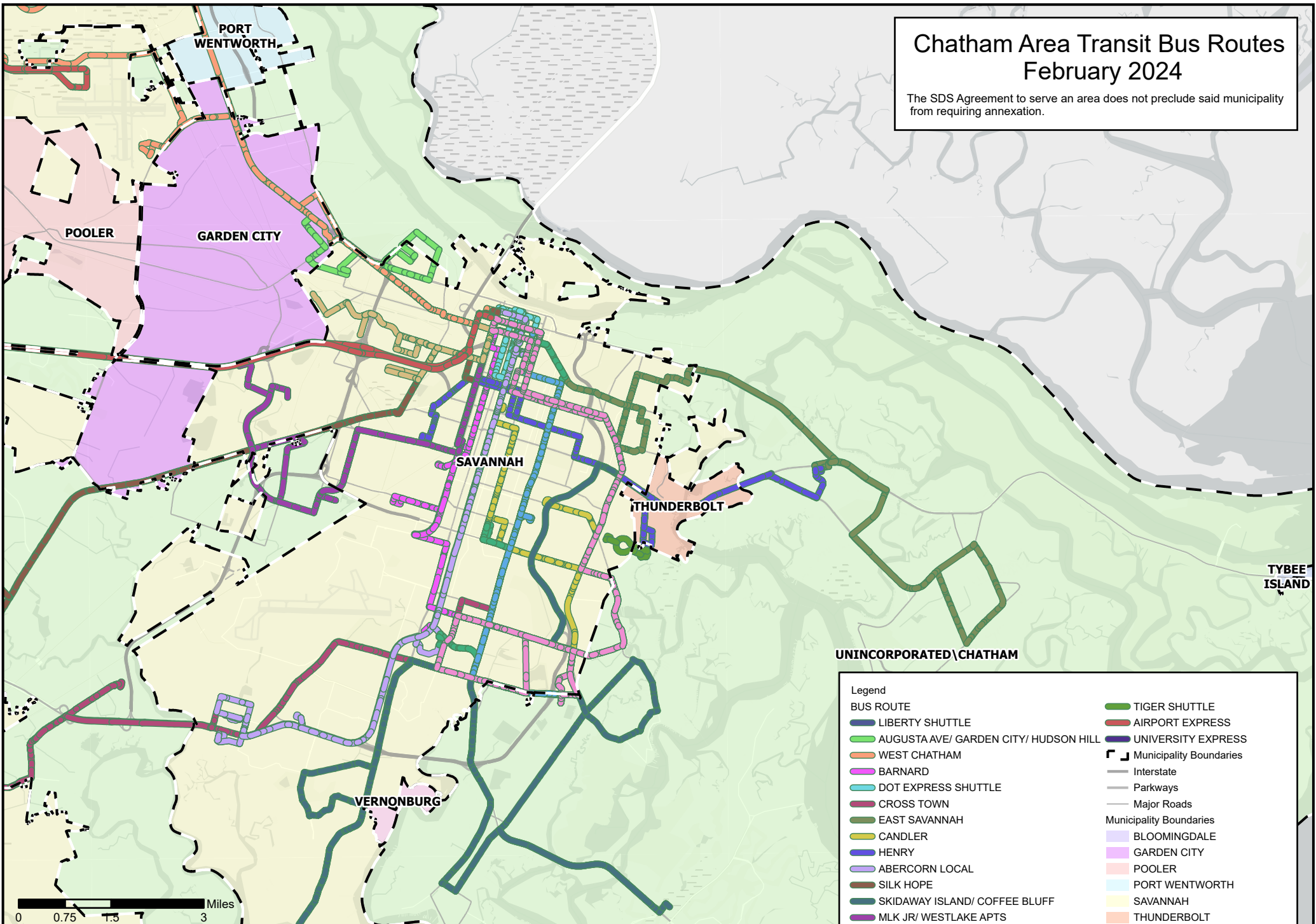




THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



UNINCORPORATED\CHATHAM

Legend

| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| WATERS 27 | THUNDERBOLT |
| WATERS 28 | TYBEE ISLAND |
| W WINNETT/ CLOVERDALE | UNINCORPORATED\CHATHAM |
| SKIDAWAY/ SANDFLY | VERNONBURG |



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

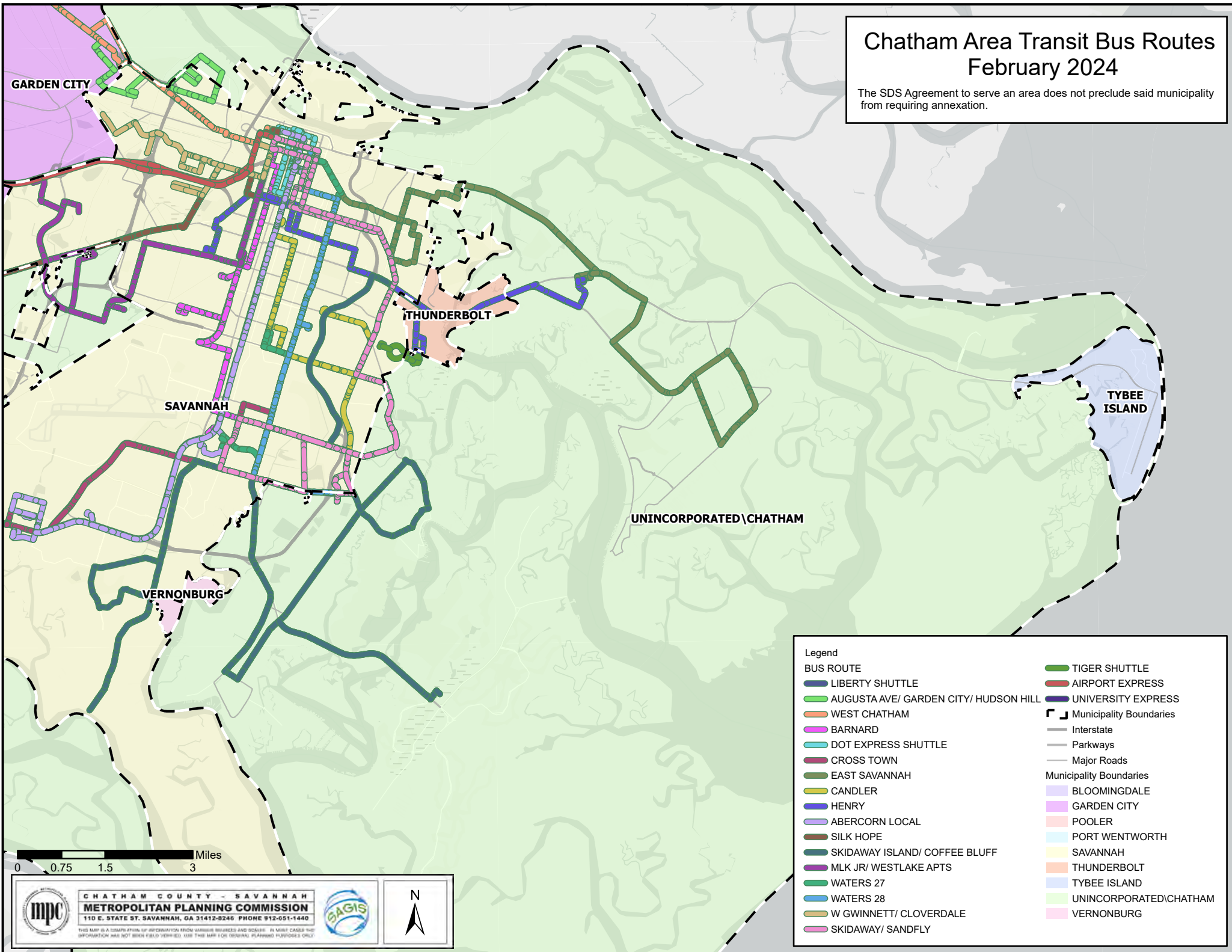




THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| MLK JR/ WESTLAKE APTS | THUNDERBOLT |
| WATERS 27 | TYBEE ISLAND |
| WATERS 28 | UNINCORPORATED\CHATHAM |
| W WINNETT/ CLOVERDALE | VERNONBURG |
| SKIDAWAY/ SANDFLY | |

0 0.75 1.5 3 Miles



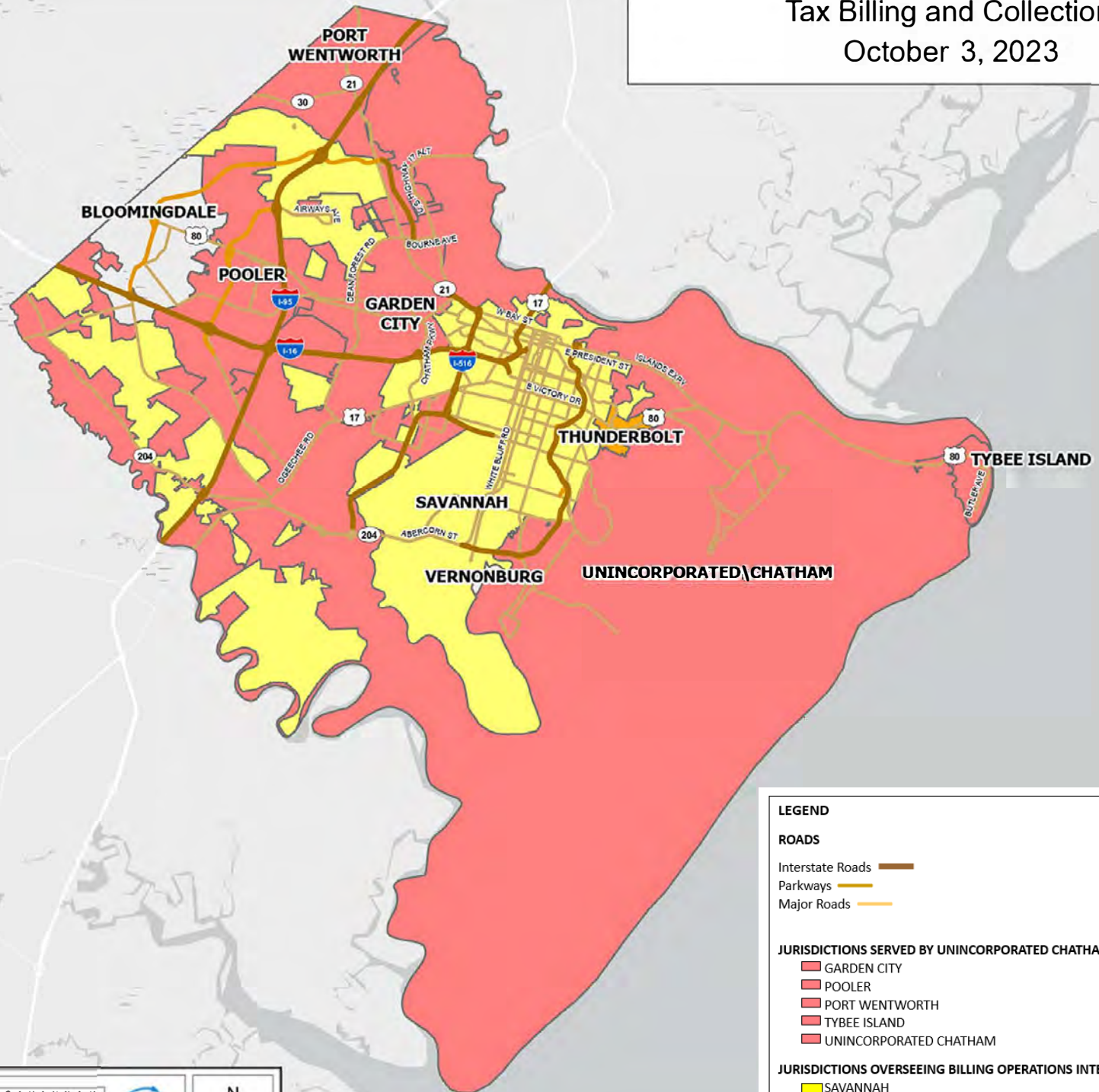
CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Tax Billing and Collection

October 3, 2023



LEGEND

ROADS

- Interstate Roads —
- Parkways —
- Major Roads —

JURISDICTIONS SERVED BY UNINCORPORATED CHATHAM COUNTY

- GARDEN CITY
- POOLER
- PORT WENTWORTH
- TYBEE ISLAND
- UNINCORPORATED CHATHAM

JURISDICTIONS OVERSEEING BILLING OPERATIONS INTERNALLY

- SAVANNAH
- THUNDERBOLT

* NEITHER BLOOMINGDALE NOR VERNONBURG HAVE TAX BILLING/COLLECTION SERVICES



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

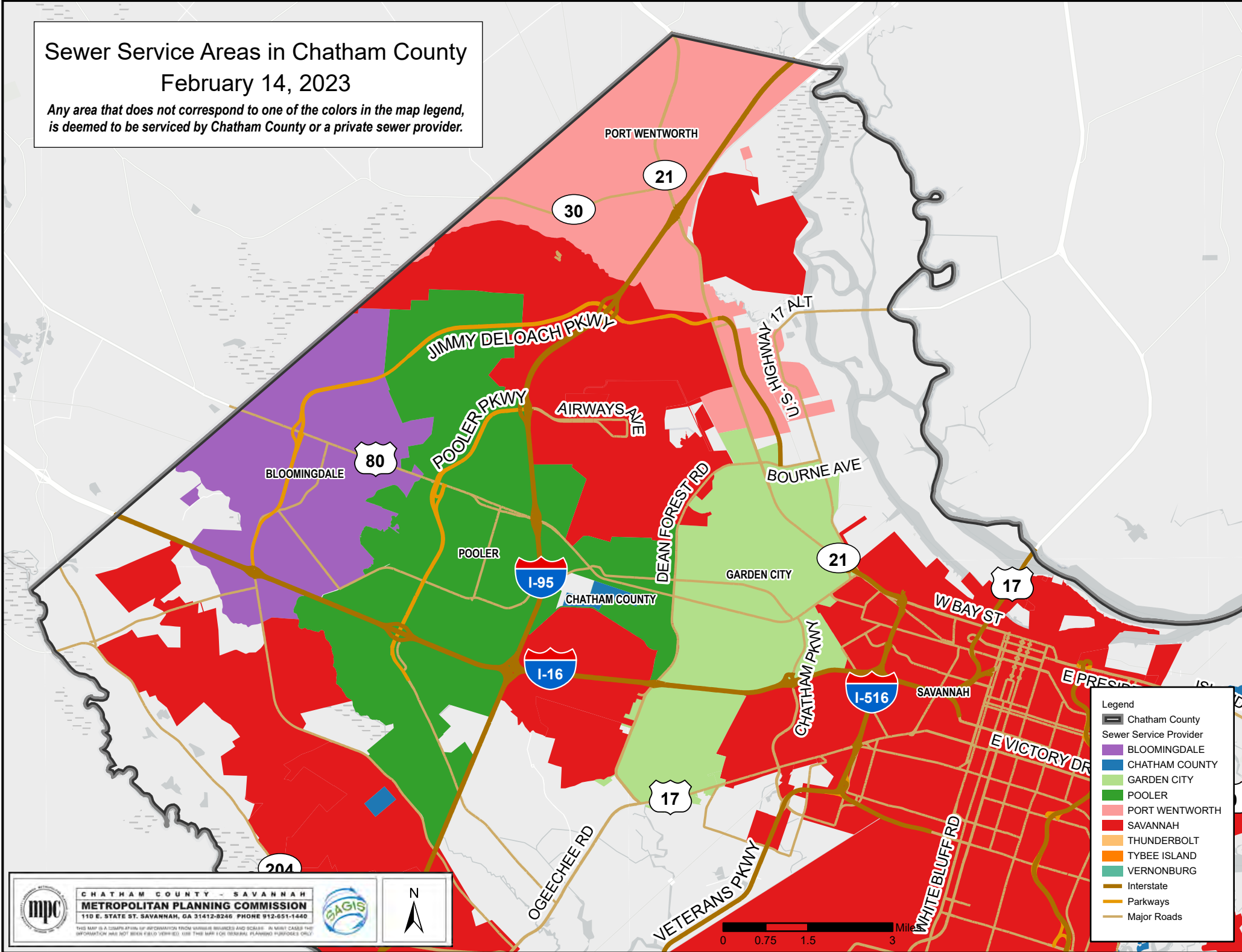


THIS MAP IS A COPY FROM INFORMATION FROM THE U.S. GEOLOGICAL SURVEY (USGS) AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE INFORMATION ON THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES.

Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



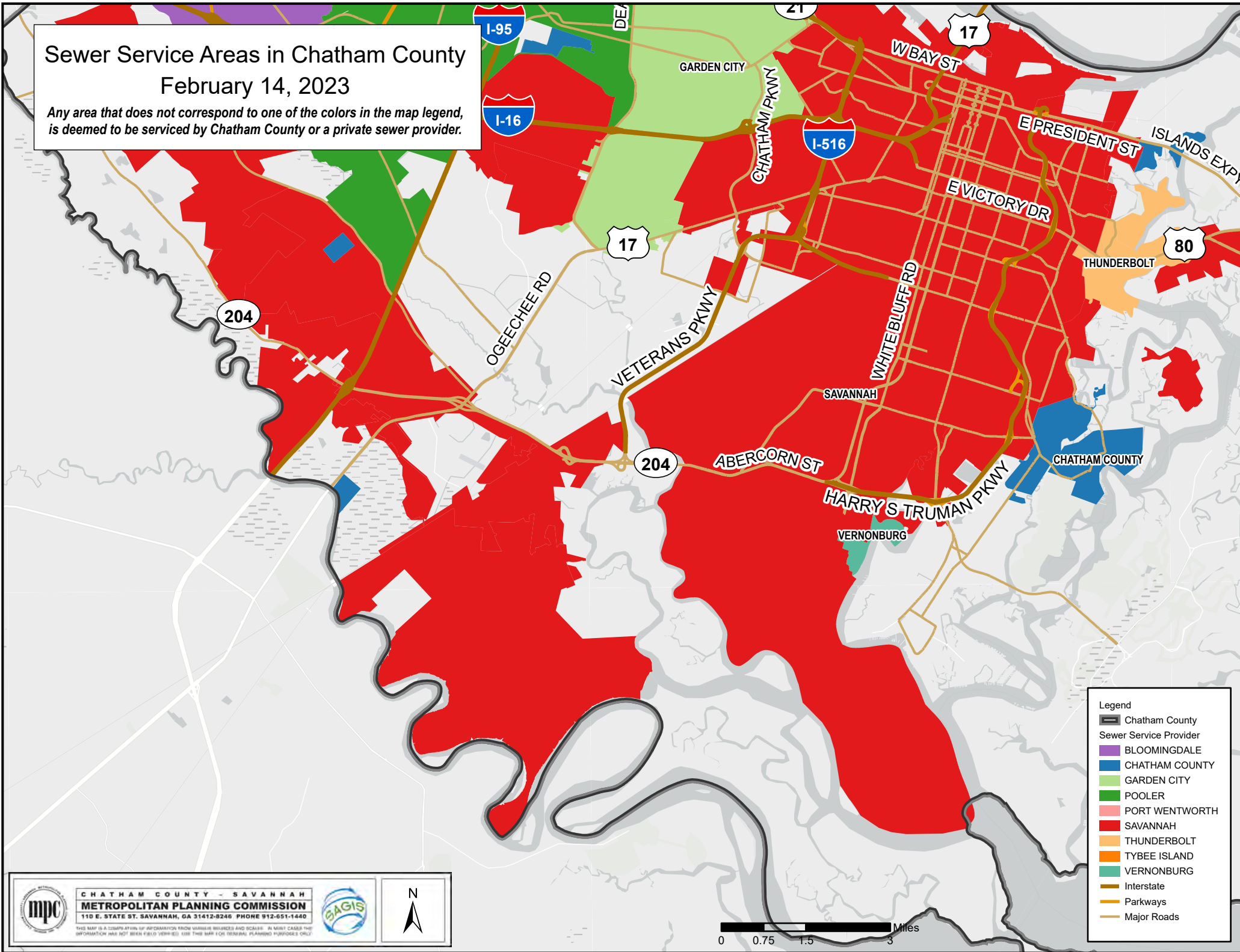
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

- Legend
- Chatham County
- Sewer Service Provider
- BLOOMINGDALE
- CHATHAM COUNTY
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways
- Major Roads

Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



Legend

- Chatham County
- Sewer Service Provider
- BLOOMINGDALE
- CHATHAM COUNTY
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways
- Major Roads

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

SAGIS

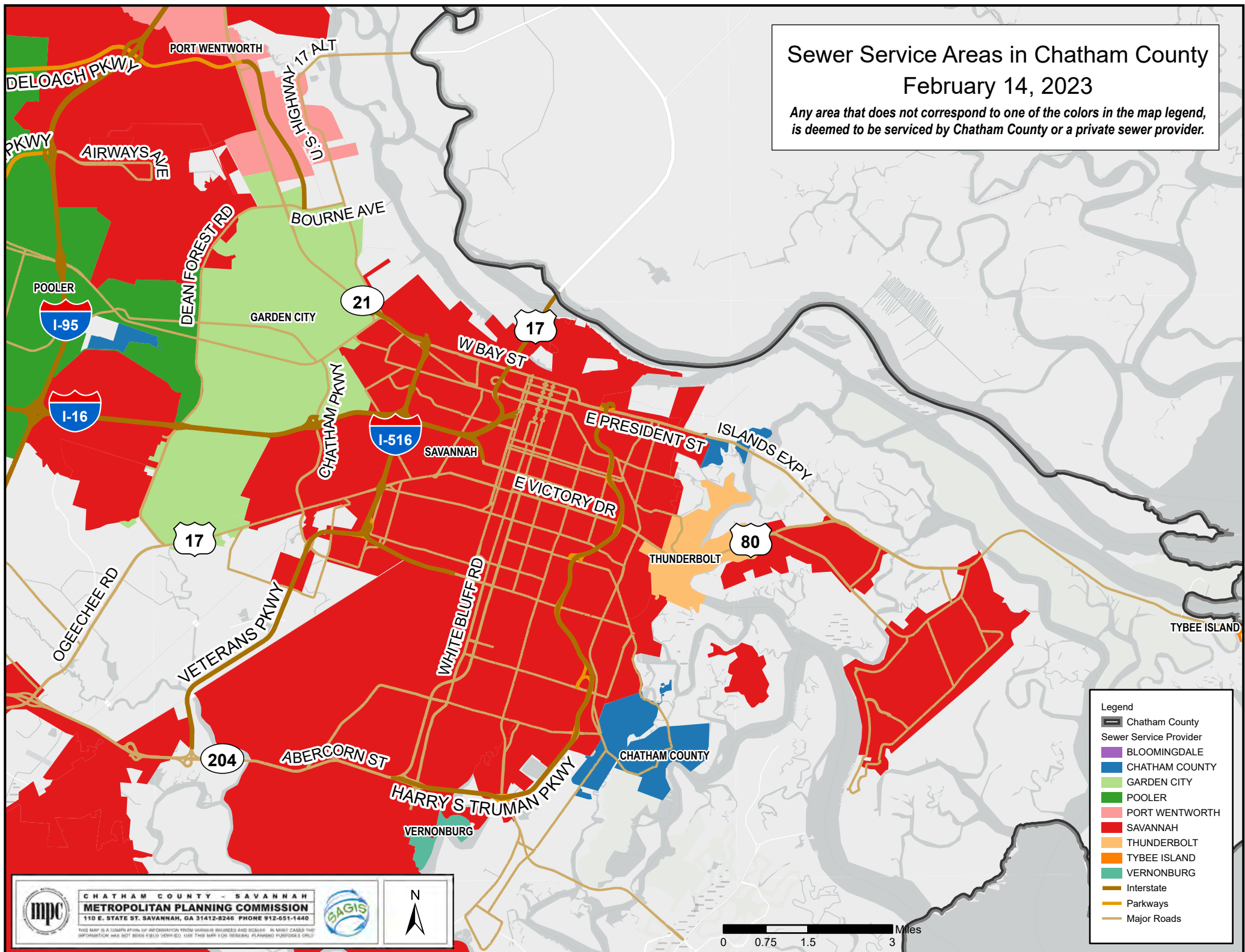
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

0 0.75 1.5 3 Miles

Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



- Legend**
- Chatham County
 - Sewer Service Provider**
 - BLOOMINGDALE
 - CHATHAM COUNTY
 - GARDEN CITY
 - POOLER
 - PORT WENTWORTH
 - SAVANNAH
 - THUNDERBOLT
 - TYBEE ISLAND
 - VERNONBURG
 - Interstate
 - Parkways
 - Major Roads

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

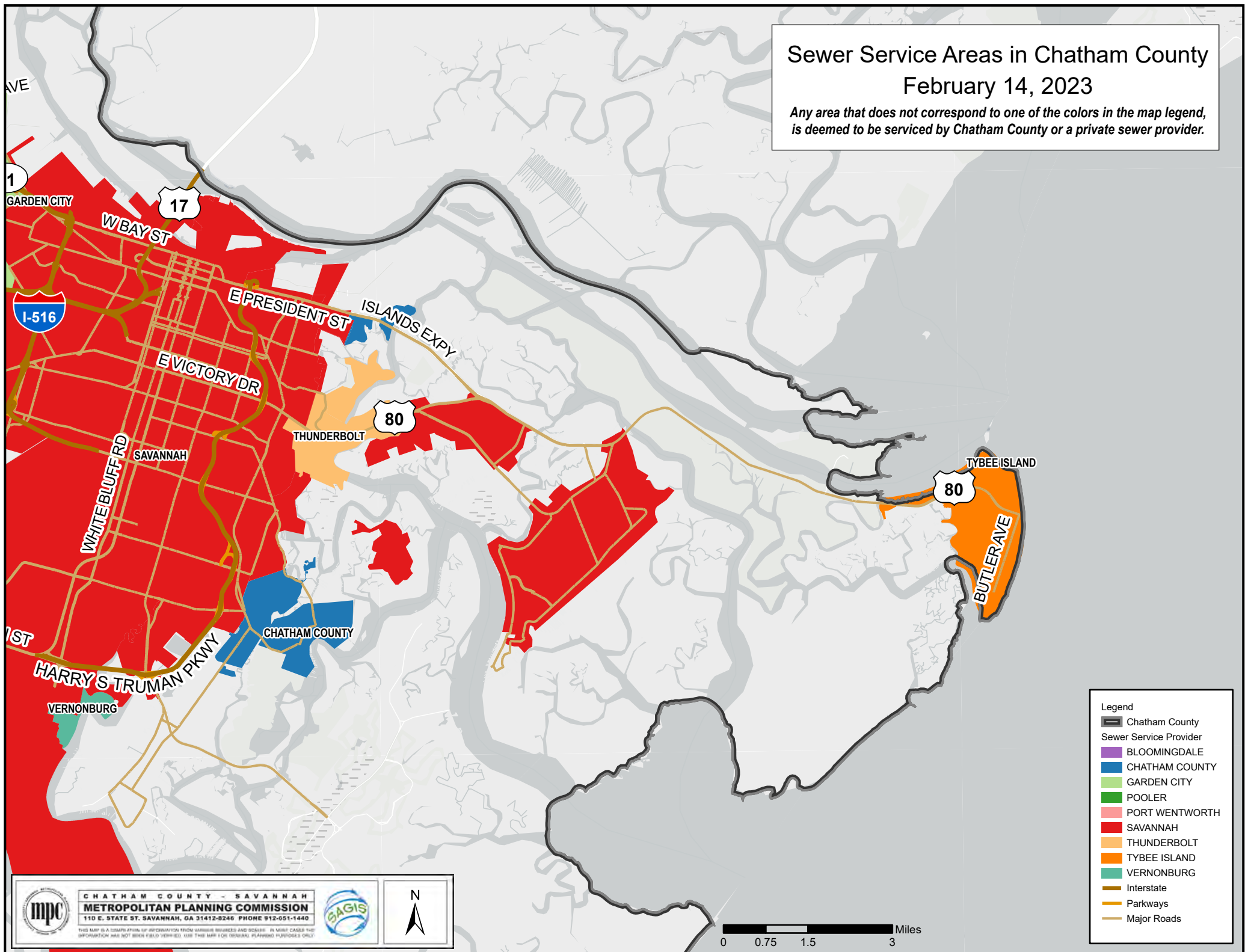
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.

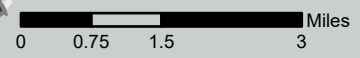


Legend

- Chatham County
- Sewer Service Provider**
- BLOOMINGDALE
- CHATHAM COUNTY
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- BLOOMINGDALE
- Interstate
- Parkways
- Major Roads

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

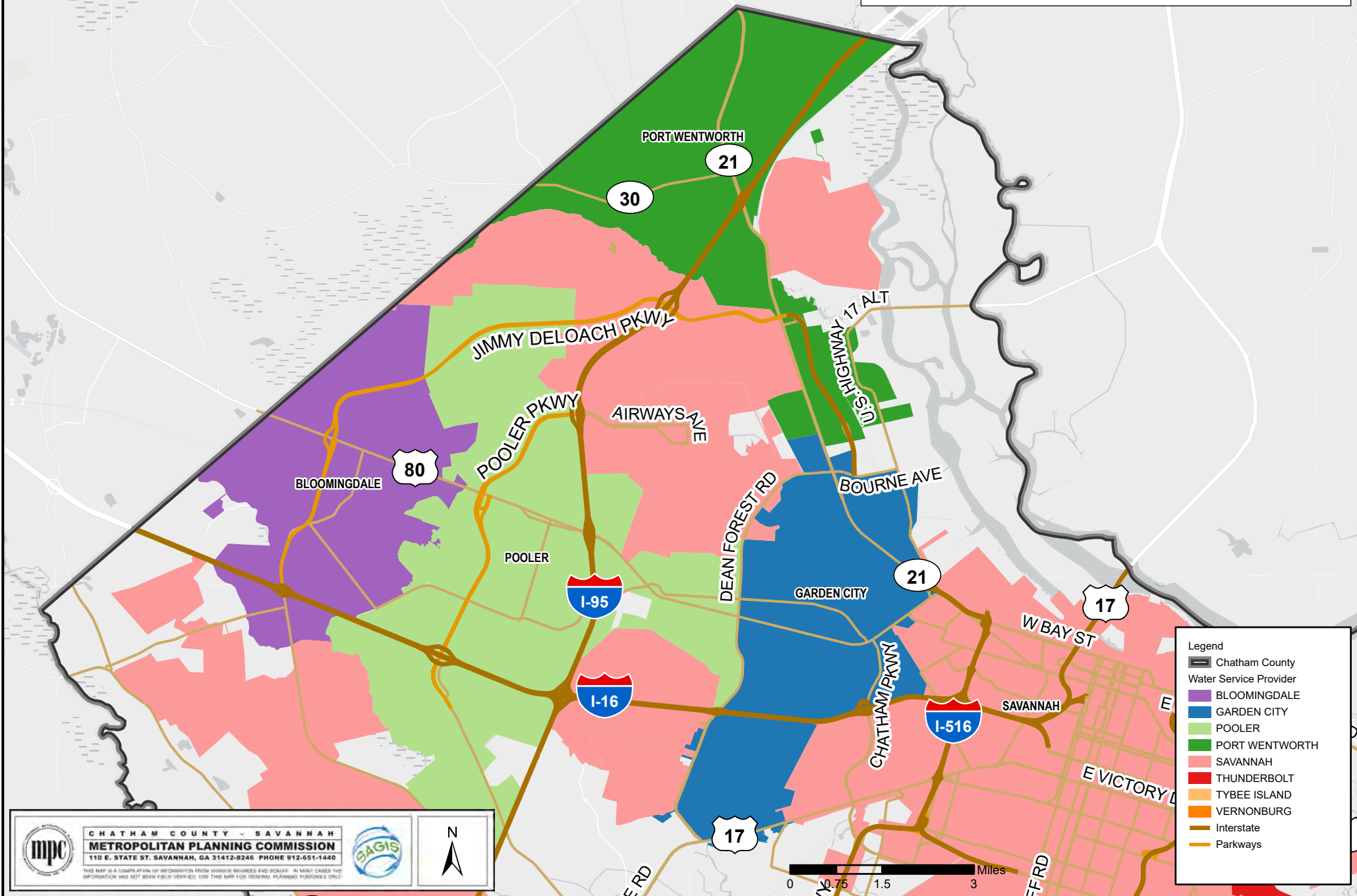
THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



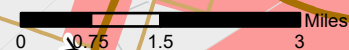
Water Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private water provider.



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



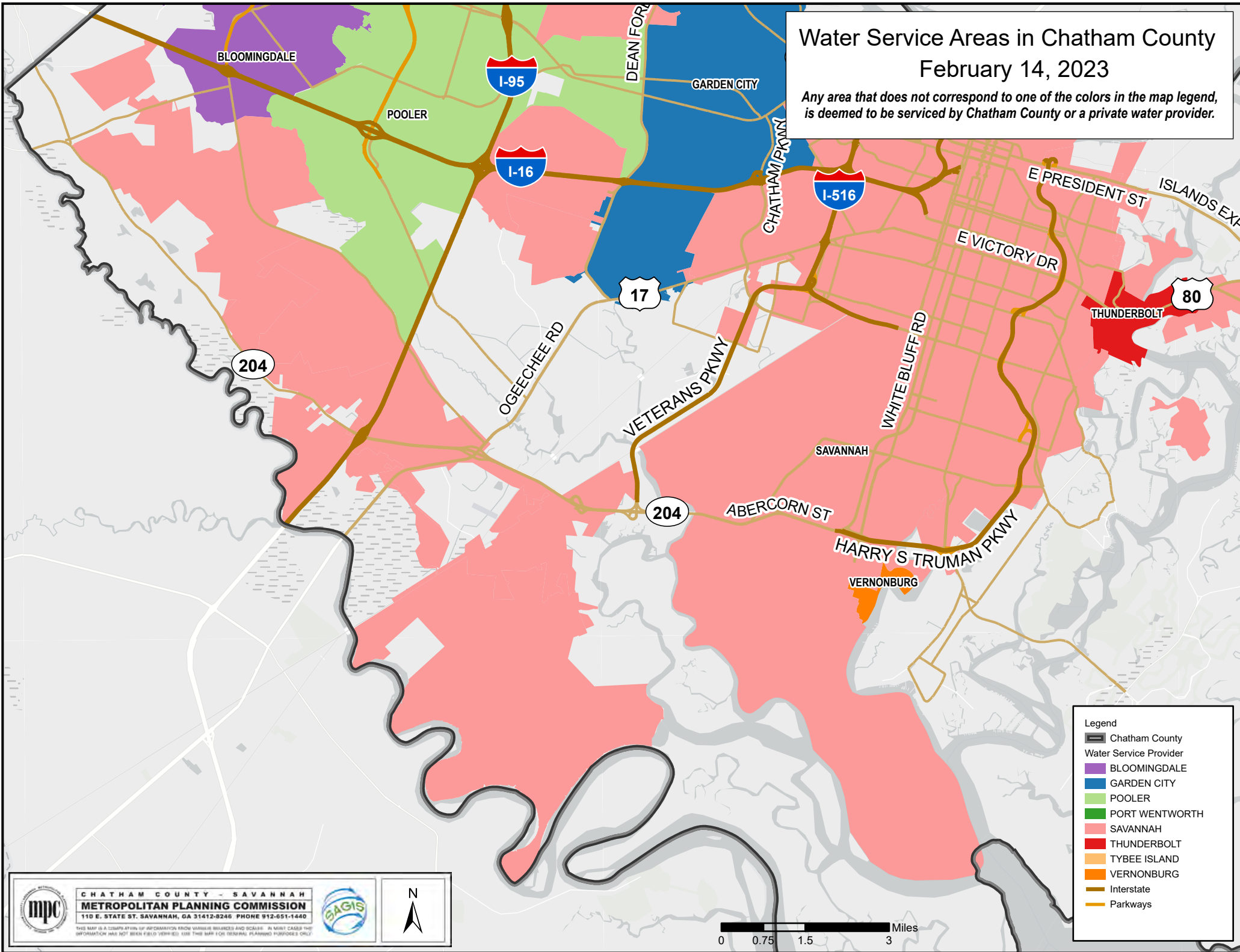
Legend

- Chatham County
- Water Service Provider
- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways

Water Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private water provider.



Legend

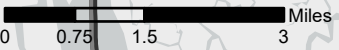
- Chatham County
- Water Service Provider
- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

SAGIS

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

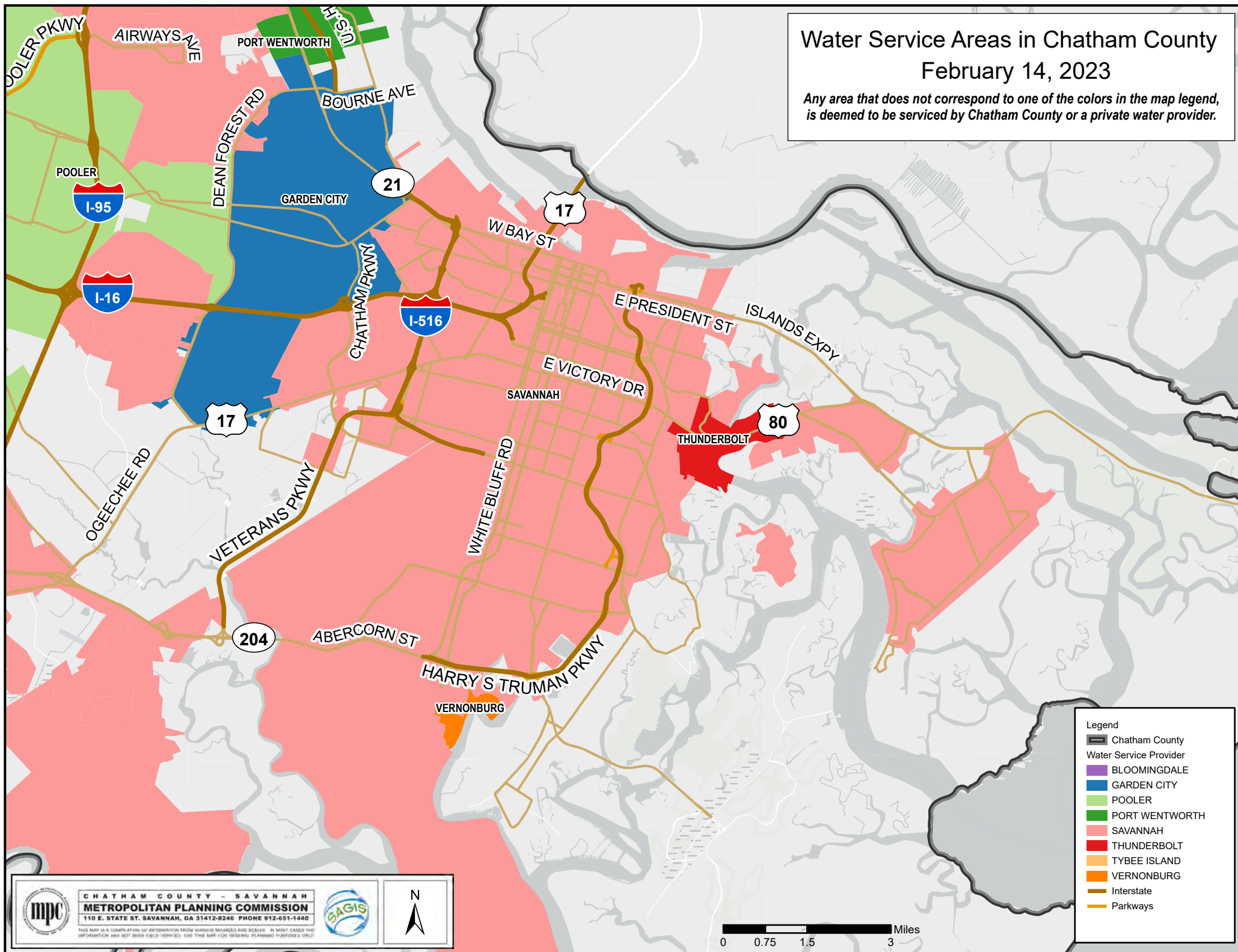
N



Water Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private water provider.



Legend

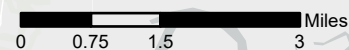
- Chatham County
- Water Service Provider
- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

SAGIS

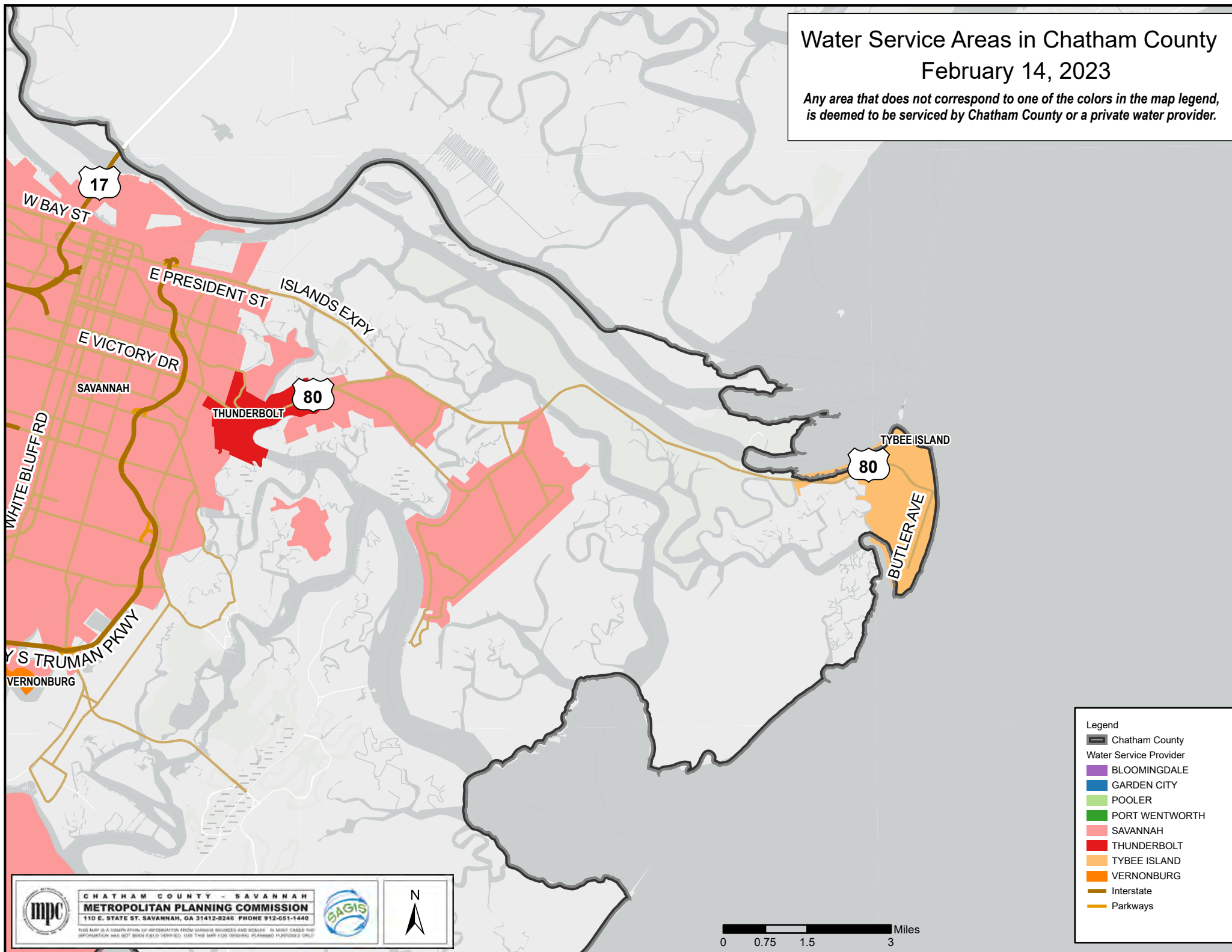
North arrow pointing up.



Water Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private water provider.



Legend

- Chatham County
- Water Service Provider
 - BLOOMINGDALE
 - GARDEN CITY
 - POOLER
 - PORT WENTWORTH
 - SAVANNAH
 - THUNDERBOLT
 - TYBEE ISLAND
 - VERNONBURG
- Interstate
- Parkways

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

SAGIS

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

N

0 0.75 1.5 3 Miles

SERVICE: AIRPORT

Server S | [A GALILEO Digital Initiative Database](#)

While in this database, use the Search and Help buttons below.

Georgia Legislative Documents [Search](#) [Help](#)

Content of Act/Resolution

ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1952 SESSION

LOCAL AND SPECIAL ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1952 SESSION COMPILED AND PUBLISHED BY AUTHORITY OF THE STATE PRESS OF LONGINO & PORTER, INC. HAPEVILLE, GA.

1952 Vol. 1 -- Page: 2309

Sequential Number: 328

Short Title: SAVANNAH AIRPORT COMMISSION -- AMENDMENTS.

Law Number: No. 612

Origin: (House Bill No. 738).

Full Title: An Act to amend an Act approved February 18, 1949, entitled "An Act to amend the charter of the Mayor and Aldermen of the City of Savannah and the several Acts amendatory thereof and supplementary thereto by creating a **Savannah Airport** Commission to administer the improvements, maintenance and operation of municipally owned airports"; which Act created said commission, provided for the re-appointment of members, prescribed their powers and duties, and compensation, etc.; and for other purposes; and to fix the amount of funds to be contributed by the Mayor and Aldermen of the City of Savannah to the **Savannah Airport** Commission annually for the maintenance, improvement and operation of municipally owned and operated airports as provided in constitutional amendment passed by the people of Georgia ratifying Senate Resolution 54 as set out in Georgia Laws 1950, p. 439, et seq., to provide that title to airport property be vested in said commission, empower said commission to receive Federal and State and other funds, to sue and be sued, to declare said commission a body corporate and politic, and for other purposes:

Be it enacted by the General Assembly of the State of Georgia, and it is hereby enacted by authority of the same, that the Act of the General Assembly approved February 18, 1949, entitled "An Act to amend

Page: 2310

the Charter of the Mayor and Aldermen of the City of Savannah and the several Acts amendatory thereof and supplementary thereto by creating a **Savannah Airport** Commission to administer the improvements, maintenance, and operation of municipally owned airports, etc." be, and the same are hereby amended as follows:

[Sidenote: Act of 1949 amended.]

Section I. Be it enacted by the General Assembly of the State of Georgia, and it is hereby enacted by the authority of the same that Section VI of said aforementioned Act approved February 18, 1949, be amended by striking therefrom Section VI of said Act.

Section II. Be it further enacted that Sections II, III, IV, V, VII, IX, X, XI, and XII be stricken and in lieu thereof the following sections added:

(Section II): "Be it further enacted by the authority of the same that the **Savannah Airport** Commission shall be composed of the present members thereof and that successors thereto shall be named prior to the termination of their office, for a period of five (5) years, said present members being eligible to succeed themselves."

[Sidenote: Members.]

Section III: Be it further enacted by authority of the same, that said commission is authorized to enter into contracts for the rental of buildings, land, office space, equipment and any other property now owned by the Mayor and Aldermen of the City of Savannah located at or on the said airport property, to adopt rules and regulations for the operation of said commission and said airports, to receive all revenues from the sale or lease of any properties used in connection with said airport, rentals, fees, grants, and contributions and to make payment out of said funds for all necessary expenses, salaries, improvements, etc.; to hire and discharge all employees necessary to fulfill the duties of said commission and to fix the salaries and/or compensations, and to have exclusive control, custody and direction of all lands, properties and improvements fixed in them by the Acts of the General Assembly and to have general direction of the same. All employees within the classified service

Page: 2311

of the City of Savannah Civil Service Act however are excepted from the provisions of this paragraph.

[Sidenote: Powers of commission.]

Section IV: Be it further enacted that said **Savannah Airport** Commission shall have the right to elect an airport manager, and an attorney, and to fix their tenure, salaries and duties. In addition, said commission shall pay to the chairman of said commission, who may be elected by said board, a salary to be fixed by said commission.

[Sidenote: Manager, attorney, etc.]

Section V: Be it further enacted that the members of said commission shall meet at least once monthly and all members shall receive as fees for said monthly meetings the sum of twenty (\$20.00) dollars each.

[Sidenote: Meetings.]

Section VI: Be it further enacted, that said commission shall be given the right to exercise the power of eminent domain as is now given to other public bodies of said State, the procedure to be followed being similar to that now vested in municipalities, Chapter 36-101, et. seq., Georgia Annotated Code.

[Sidenote: Eminent domain.]

Section VII: Be it further enacted that said commission shall not later than December 15th of each year furnish to the Mayor and Aldermen of Savannah a detailed statement of their operations for the year, and their budget for the following year showing anticipated revenues and anticipated expenditures which shall be filed with the clerk of council, and to return to the city treasury all funds that would not be expended by the end of the year or which have not already been contracted for or set aside to match Federal or State funds or for the payment of debts which have been made but have not yet matured.

[Sidenote: Budget.]

Section VIII: Be it further enacted, that the chairman of said commission shall from and after the passage of said Act retain and receive all receipts, collections, rentals, and moneys derived from the operation of said airports and from the Mayor and Aldermen of the City of Savannah and all other sources and to deposit said

Page: 2312

funds in a bank in said city and all checks to be issued by him and said chairman shall keep a complete detailed account of all said financial transactions, and shall be furnished such clerical assistance as might be required. Said chairman shall post a surety bond in an amount to be fixed by said commission conditioned on

the faithful performance of his duties, the fees for said bond to be paid by the commission.
[Sidenote: Funds.]

Section IX: Be it further enacted, that the mayor and aldermen shall continue to pay to the **Savannah Airport** Commission for the remainder of the year 1952 a sum equal to that now set aside in the budget of the mayor and aldermen for the year 1952, said sums to be paid to the **Savannah Airport** Commission either monthly or quarterly as the mayor and aldermen may decide. For the following years commencing with the year 1953, the Mayor and Aldermen of the City of Savannah are further directed to pay to said **Savannah Airport** Commission quarterly commencing January 2nd and every three months thereafter a sum sufficient to amplify the difference between the estimated revenue as against anticipated expenditures for that year as fixed in the budget of the commission filed with city council on December 15th of the previous year as provided in Section VII of said Act, and then in the budget for the years commencing with 1953, provide for said payments in the annual budget so that said sums contributed by the city shall together with the anticipated revenues fixed by the commission aggregate the amount fixed by said commission as the anticipated expenditures for the ensuing year. Any sums unexpended and unpledged and unused at the end of each year to be returned to the city treasurer of the City of Savannah, provided however that the mayor and aldermen shall in no case be required to contribute and pay to said **Savannah Airport** Commission to amplify their anticipated revenues, more than the sum of \$40,000 a year. In the event said commission fixes more than said sum as the share to be contributed by the city, the mayor and aldermen shall not be obliged to pay said additional sum in excess of \$40,000 unless they approve of said additional amount.
[Sidenote: Contributions from city.]

Page: 2313

Section X: Be it further enacted that whenever a vacancy occurs on said body, it shall become the duty of the remaining members of said commission at a meeting to select a person to be recommended to the Mayor and Aldermen of the City of Savannah for appointment to fill said vacancy.
[Sidenote: Vacancies.]

Section XI: In the event that the Mayor and Aldermen of the City of Savannah shall refuse to name said appointee, the commission shall recommend another name or names and continue to recommend a name or names until some nominee is approved by the Mayor and Aldermen of the City of Savannah. All nominations for members of the **Savannah Airport** Commission are to be submitted to the mayor and aldermen not later than the last meeting of city council in December prior to the following February when appointments on the commission expire so that said mayor and aldermen then in office shall have sufficient time to act upon said recommended nomination.

Section XII: That said commission shall have the right to acquire, own, lease and to hold title in its own name to all lands and improvements for airport purposes, and to convey, sell and lease lands and improvements acquired by said commission, and the right, title equity and interest to all lands and improvements now used or which may hereafter be used or acquired whether within or without the corporate limits of the City of Savannah, are hereby vested in the **Savannah Airport** Commission and their successors. Said ownership to include the approaches, runways, easements, hereditaments and appurtenances thereto applying and belonging in said lands and in any other lands or other improvements which may hereafter be acquired for municipally operated airports are vested in said Airport Commission, provided however that no sales or conveyances or agreements for the lease, grant or sale of any of the properties acquired for airport purposes shall be made by the **Savannah Airport** Commission until said proposed sale or conveyance has been approved by the Mayor and Aldermen of the City of Savannah, and further provided

Page: 2314

that any and all agreements or contracts for the expenditure of any sums in excess of one thousand (\$1,000.00) dollars for any single project or purchase or undertaking shall be approved by the mayor and aldermen.
[Sidenote: Property.]

Section XIII: Be it further enacted that said **Savannah Airport** Commission is hereby declared to be a body corporate and politic and as such is granted the right to sue and be sued in its own name and to exercise such powers which are customary, pertinent and usual with respect to public corporate bodies generally.
[Sidenote: Incorporation.]

Section XIV: Said Airport Commission is given the right to apply for and receive Federal funds for any of the purposes provided for under the Federal Airport Act and to enter into any agreements with the Federal Government, particularly grant agreements, necessary under the provisions of said Act in order to become the recipient of Federal aid, under such terms and conditions as might be required by the Federal Government under grant or aid agreements, and also the right under like conditions to receive State aid or grants under such conditions as the State Government might prescribe, and shall also have the right to receive contributions from any other source, provided that the **Savannah Airport** Commission shall not match any funds for any purpose from any agency without the consent of the Mayor and Aldermen of the City of Savannah.
[Sidenote: State and Federal aid.]

Section XV: The property of said commission is hereby declared to be public property and free from the imposition of taxes of any kind.
[Sidenote: Taxation.]

Section XVI: The City of Savannah shall continue to give necessary fire and police protection to said Airport.
[Sidenote: Fire and police protection.]

Section XVII: The chairman of the airport committee of city council shall be an ex-officio member of the **Savannah Airport** Commission.

Section XVIII: If any portions of said Act are declared

Page: 2315

unconstitutional by any competent court, it shall not affect the remaining portions of said Act, said provisions being severable.

Section XIX: Be it further enacted, that all laws and parts of laws in conflict herewith be, and the same are, hereby repealed.

State of Georgia,

Chatham County.

Personally appeared before the undersigned officer, duly authorized under the laws of Georgia to administer oath, Herman Exley who on oath deposes and says that he is advertising clerk of the Morning News, Inc., a corporation of this State, with its principal office in the City of Savannah, and that the Morning News, Inc., publishes the Savannah Evening Press, a public gazette published daily in the City of Savannah, of general circulation, and official organ of Chatham County, Georgia, and that the following

Notice to the Public,

State of Georgia.

Chatham County:

To whom it may concern: Notice is hereby given that at the reconvening of the General Assembly of the State of Georgia on the 14th day of January, 1952, there will be introduced and offered for passage in the General Assembly, bills to amend the charter of the Mayor and Aldermen of the City of Savannah and the Acts supplementary thereto and amendatory thereof. Said bills to affect the corporate limits of the City of Savannah, the jurisdictional limits of the City of Savannah, the taxing powers of the City of Savannah, the recorder's court of the City of Savannah, the various departments of the City of Savannah, the commissions, boards, authorities and agencies of the City of Savannah, streets and highways of the City of Savannah, licensing powers of the City of Savannah, zoning and planning powers of the

Page: 2316

City of Savannah, pension laws, affecting and changing the form of government of the Mayor and Aldermen of the City of Savannah, creating the office of City Manager of the City of Savannah, prescribing the qualifications, powers, duties, compensation, terms of office and manner of election of city manager by city council, and affecting any and all powers of the City of Savannah which might be lawfully affected by changes in the charter of the Mayor and Aldermen of the City of Savannah, and for other purposes.

Spence M. Grayson, Geo. H. McGee.

has been published in said Savannah Evening Press, once a week for 3 weeks, to-wit, in the regular issues of Dec. 15-22-29, 1951. Herman Exley.

Sworn to and subscribed before me
this 10th day of January, 1952.
/s/ Viola F. Schwaab,
Notary Public, Chatham County, Ga.

Approval Date: Approved February 12, 1952.

Server S | [A GALILEO Digital Initiative Database](#)

While in this database, use the Search and Help buttons below.

Georgia Legislative Documents [Search](#) [Help](#)

Content of Act/Resolution

ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1955

LOCAL AND SPECIAL ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1955

1955 Vol. 1 -- Page: 2465

Sequential Number: 308

Short Title: SAVANNAH AIRPORT COMMISSION -- AMENDMENTS.

Law Number: No. 130

Origin: (House Bill No. 317).

Full Title: An Act to amend an Act approved February 12, 1952, entitled "An Act to amend an Act approved February 18, 1949, entitled 'An act to amend the charter of the Mayor and Aldermen of the City of Savannah, etc.' and creating a Savannah Airport Commission, etc." which Act repealed certain sections of the 1949 Act creating a Savannah Airport Commission provided for the membership of said commission, powers of said commission, their compensation, time of submission of their budget, contributions from the City of Savannah up to \$40,000.00 etc; and for other purposes; to eliminate the compensation of the members of said commission to repeal sections 8, 9, 10, 11, and 17 of the aforesaid Act of 1952, to change the composition of said commission, and the qualifications and terms of the members thereof, to authorize said commission to utilize the services of the legal department of the City of Savannah, and for other purposes.

Be it enacted by the General Assembly of the State of Georgia, and it is hereby enacted by authority of the same, that the Act of the General Assembly approved February 12, 1952, entitled "An Act to amend an Act approved February 18, 1949, creating a Savannah Airport Commission, to fix the amount of funds to be contributed

Page: 2466

by the Mayor and Aldermen of the City of Savannah to the Savannah Airport Commission annually, etc." as set forth in Georgia Laws 1952, pages 2309 to 2316 inclusive, is hereby amended as follows:
[Sidenote: Act of 1952 amended.]

Section 1. Be it enacted that Sections 8, 9, 10, 11, and 17 are hereby repealed and stricken in their entirety.

Section 2. Be it enacted that (Section 2), Sections 4 and 5, are hereby repealed and stricken in their entirety and the following sections inserted in lieu thereof which new sections shall read as follows:

("Section 2") Be it further enacted that the Savannah Airport Commission shall be composed of five members. The terms of the present members shall be abolished and the present membership disbanded as of the time of the approval of this Act. At that time the mayor and aldermen shall name new members. The new members shall serve initial terms as follows: One member shall serve for a term of five (5) years, one for four (4) years, one for three (3) years, one for two (2) years, and one for one (1) year. All subsequent appointments shall be by the Mayor and Aldermen

of the City of Savannah for a term of five (5) years. Any person appointed to fill a vacancy in an unexpired term shall serve only for the unexpired term. Any member otherwise qualified hereunder shall be eligible for re-appointment. The members of said commission shall elect a chairman, vice-chairman, and secretary. The members of said commission shall be citizens of the State of Georgia, and residents of Chatham County. No person shall be eligible for membership on the commission who, at the time of the approval of this Act, or at any time within one year prior to the approval of this Act, holds or shall have held any remunerative public office or position or any employment for compensation, except as an independent contractor, with the United States, the State of Georgia, or any political subdivision of either; and no future member, at the time of his appointment, nor within one year prior thereto, nor during his term of membership, shall hold any such office, position or employment."

[Sidenote: Members.]

Page: 2467

"Section 4: Be it further enacted that said commission is authorized and empowered to utilize the services of the legal department of the City of Savannah."

[Sidenote: Legal services.]

"Section 5: Be it further enacted that said commission shall meet at least once a month."

[Sidenote: Meetings.]

Section 3. If any provision of this Act or its application to any person or circumstance is held invalid, such invalidity shall not affect any other provision or applications of this Act which can be given effect without the invalid provision or application, and, to this end, the provisions of this Act are declared to be severable.

Section 4. Be it further enacted that all laws and parts of laws in conflict with this act are hereby repealed.

Section 5. There is hereto attached and made a part hereof a copy of the notice of intention to apply for enactment hereof, with the certificate of the publisher of the newspaper in which sheriff's advertisements for the locality affected hereby are published, said certificate showing that said notice was published once a week for three weeks during a period of sixty days immediately preceding the introduction of the bill, providing for this Act, into the General Assembly.

State of Georgia,

Chatham County.

Personally appeared before the undersigned officer, duly authorized under the laws of Georgia to administer oath, Helen Pope who on oath deposes and says that she is advertising clerk of the Morning News, Inc., a corporation of this State, with its principal office in the City of Savannah, and that the Morning News, Inc., publishes the Savannah Evening Press, a public gazette published daily in the City of Savannah, of general circulation, and official organ of Chatham County, Georgia, and that the following

Page: 2468

Notice of Intention to Apply for Legislation.

State of Georgia, Chatham County. -- Notice is hereby given of the intention to apply for legislation to implement the provisions of the Constitution of the State of Georgia, creating the Savannah District Authority as a constitutional authority, to provide, as contemplated by said constitutional provisions, for the appointment and eligibility of the members of said constitutional authority, to provide for the filing of vacancies on said constitutional authority, and to abolish its advisory board; to amend the Acts, and those amendatory thereto, creating an Industrial and Domestic Water Supply Commission, to revoke the authority of said commission to pay a salary of \$150.00 to the chairman of the Water Committee of the Mayor and Aldermen, to revoke the authority of said commission to employ an attorney, to provide that legal services for said commission shall be supplied by the city legal department, and to provide for the eligibility of the members of said commission; to amend the Acts, and those amendatory thereto, creating a Savannah Airport Commission, to revoke any requirement for the City of Savannah to pay over to said commission up to \$40,000.00, to reduce the compensation of the members of said Commission from \$20.00 to \$10.00 per meeting, to abolish the right of said commission to elect an attorney, to provide that legal services for said commission shall be supplied by the city legal department, to provide that any salary for the chairman of said Commission shall be approved by the Mayor and Aldermen, to change the composition of said commission, and the qualifications and terms of the members thereof, and for other purposes.

Edwin Maner, Jr.

has been published in said Savannah Evening Press, once a week for 3 weeks, to wit in the regular issues of Jan.

8-15-17, 1955.

/s/ Helen Pope.

Page: 2469

Sworn to and subscribed before me

this 24th day of January 1955.

/s/ Viola F. Schwaab
Notary Public, Chatham County, Ga.
(Seal)

Approval Date: Approved February 24, 1955.

Server S|A GALILEO Digital Initiative Database

While in this database, use the Search and Help buttons below.

Georgia Legislative Documents [Search](#) [Help](#)

Content of Act/Resolution

ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA EXTRA SESSION, OCTOBER, 1948 EXTRA SESSION, NOVEMBER, 1948 AND 1949 REGULAR SESSION

ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA REGULAR SESSION, 1949

1949 Vol. 1 -- Page: 917

Sequential Number: 218

Short Title: SAVANNAH AIRPORT COMMISSION.

Law Number: No. 207

Origin: (Senate Bill No. 105).

Full Title: An Act to amend the charter of the Mayor and Aldermen of the City of Savannah and the several Acts amendatory thereof and supplementary thereto by creating a **Savannah Airport** Commission to administer the improvement, maintenance and operation of municipally owned airports; said Commission to

Page: 918

act as an operating agency of the Mayor and Aldermen of the City of Savannah: naming the members of said Commission: providing for the re-appointment of said members in the event of vacancies by death, resignation or otherwise: providing the terms of service of members of said Commission: prescribing their duties: prescribing their compensation: to provide for a full-time Manager and assistants of municipal airports: to prescribe the duties and compensation and how said Manager and assistants shall be selected: authorizing the employment of an attorney for said Commission: authorizing said Commission to adopt rules and regulations in compliance with ordinances passed by the Mayor and Aldermen of the City of Savannah for the governing of said airports; and for other purposes.

Section I. Be it enacted by the General Assembly of the State of Georgia and it is hereby enacted by authority of the same that from and after the passage of this Act there is hereby created for the Mayor and Aldermen of the City of Savannah an Airport Commission whose duties it shall be to administer the improvement, maintenance and operation of municipally owned airports of Savannah.

[Sidenote: Airport Commission created.]

Section II. Be it further enacted by authority of the same that said Commission shall consist of five (5) members who are named herein as follows: Daniel F. Bevill, Col. Richard H. Mayer, Sol Kaminsky, John A. Cunningham, Charles Gordon Day, and, in the order named above, shall serve as follows: the first two (2) named members shall serve for a period of one (1) year; the next two (2) named members shall serve for a period of two (2) years; and the fifth (5th) member shall serve for a period of three (3) years. The Mayor, or Acting Mayor, shall, at all times, be an ex officio member of said Commission and, by virtue of said membership, shall have all the rights as other members of the Commission. Said Commission shall meet for the purpose of organizing immediately after the passage of this Act and shall elect from among its membership

one (1) member as Chairman who shall preside over the meetings of said Commission. Said Commission shall meet regularly once a month and at such other times as the Chairman of said Commission shall deem it necessary and shall receive, for their services as compensation, the sum of ten (\$10.00) dollars for each regular meeting when present. In the event of a vacancy by death,

Page: 919

resignation or otherwise, the said Commission by a majority vote shall, through its Chairman, submit to the Mayor of the City of Savannah, a list of names from which the Mayor shall select one (1) to be appointed by him to fill any such vacancy on said Airport Commission, the said appointment by the Mayor, however, to be subject to confirmation and approval of a majority vote of the Board of Aldermen. If the Mayor shall not make an appointment from the list so submitted, the Commission, through its Chairman, shall continue to submit names until a member is appointed by the Mayor and approved by Council.

[Sidenote: Members.]

[Sidenote: Terms.]

[Sidenote: Meetings.]

[Sidenote: Compensation.]

[Sidenote: Vacancies.]

Section III. Be it further enacted by authority of the same that said Commission is authorized to enter into contracts for the rental of buildings, land, office space, equipment and any other property owned by the Mayor and Aldermen of the City of Savannah located at or on the said airport properties; provided, however, that such action must first be approved by the Mayor and Aldermen on the recommendation of the Airport Commission.

[Sidenote: Contracts.]

Section IV. Be it further enacted by authority of the same that it shall be the duty of said Airport Commission and its employees to comply with all ordinances adopted by the Mayor and Aldermen of the City of Savannah and to abide by all rules and regulations as set forth in any such ordinance by the Mayor and Aldermen.

[Sidenote: Ordinances.]

Section V. Be it further enacted by authority of the same that it shall be the duty of the Airport Commission from time to time to make recommendation to the Mayor and Aldermen of the passage of ordinances or resolutions providing for the better operation of said airports and providing for the governing, maintenance and improvement of said airports.

[Sidenote: Recommendations to Mayor and Aldermen.]

Section VI. Be it further enacted by authority of the same that the attorney for the Industrial and Domestic Water Supply Commission shall, also, be the attorney for the Airport Commission, and shall have charge of all legal matters of the Airport Commission. He shall receive no extra compensation other than that paid by the Industrial and Domestic Water Supply Commission as personal salary; however, any expenses, other than salary, incurred by the attorney for the Airport Commission, shall be paid by the Airport Commission.

[Sidenote: Attorney.]

Section VII. Be it further enacted by authority of the same

Page: 920

that said Airport Commission shall name a full-time Manager of said municipal airports whose duties it shall be to personally supervise at all times the operation, maintenance and improvement of said airports and to act for and in behalf of said Commission in so doing. Said Manager shall be appointed by the Mayor with the approval of Council on the recommendation of said Airport Commission and the compensation or salary of said Airport Manager shall be fixed in the same manner.

[Sidenote: Manager.]

[Sidenote: Compensation.]

Section VIII. Be it further enacted by authority of the same that said Commission shall be separate and distinct from the Airport Committee of Council and, other than named herein, its duties shall be purely administrative and there shall be no delegation of legislative authority from the Mayor and Aldermen to said Commission, and the Mayor and Aldermen of the City of Savannah are expressly authorized and empowered to provide by ordinance for all lawful things to be done which may be necessary or incidental to the operation or maintenance of said municipal airports by said Commission, and said Commission shall be considered strictly as an operating agency of the Mayor and Aldermen of the City of Savannah.

[Sidenote: Duties and powers of Commission.]

Section IX. Be it further enacted by authority of the same that said Airport Commission, subject to the approval and confirmation of City Council, shall employ a Secretary of said Commission who shall be a full-time employee and whose salary shall be fixed by the Mayor and Aldermen on the recommendation of the Commission.

[Sidenote: Secretary.]

Section X. Be it further enacted by authority of the same that the Mayor and Aldermen are hereby authorized and empowered to enact any ordinance, or ordinances, for the improvement, maintenance and operation of said airports not in conflict with the provisions of this Act.

[Sidenote: Powers of Mayor and Aldermen.]

Section XI. Be it further enacted by authority of the same that the Chairman of the Airport Committee of Council shall be an ex officio member of the Airport Commission with authority only to advise and attend the meetings of the Commission.

[Sidenote: Chairman of Airport Committee ex officio member.]

Section XII. Be it further enacted by authority of the same that on the passage and approval of this Act the Airport Commission is vested with authority to discharge the Airport Manager, the Airport Secretary and all employees who may be employed

Page: 921

at the time of the adoption of this Act. Any ordinance, contract or agreement now in existence as between the Mayor and Aldermen of the City of Savannah and any manager or employee of the Airport Commission and any contract or agreement now in existence as between the Airport Commission and any manager or employee of the Airport Commission is hereby declared null and void, terminated, cancelled and without force or effect of law as of the date of the adoption, passage and approval of this Act.

[Sidenote: Present employees.]

[Sidenote: Existing contracts and agreements.]

Section XIII. Be it further enacted by authority of the same that all laws or parts of laws in conflict with the provisions of this Act be and the same are hereby repealed.

Approval Date: Approved February 18, 1949.

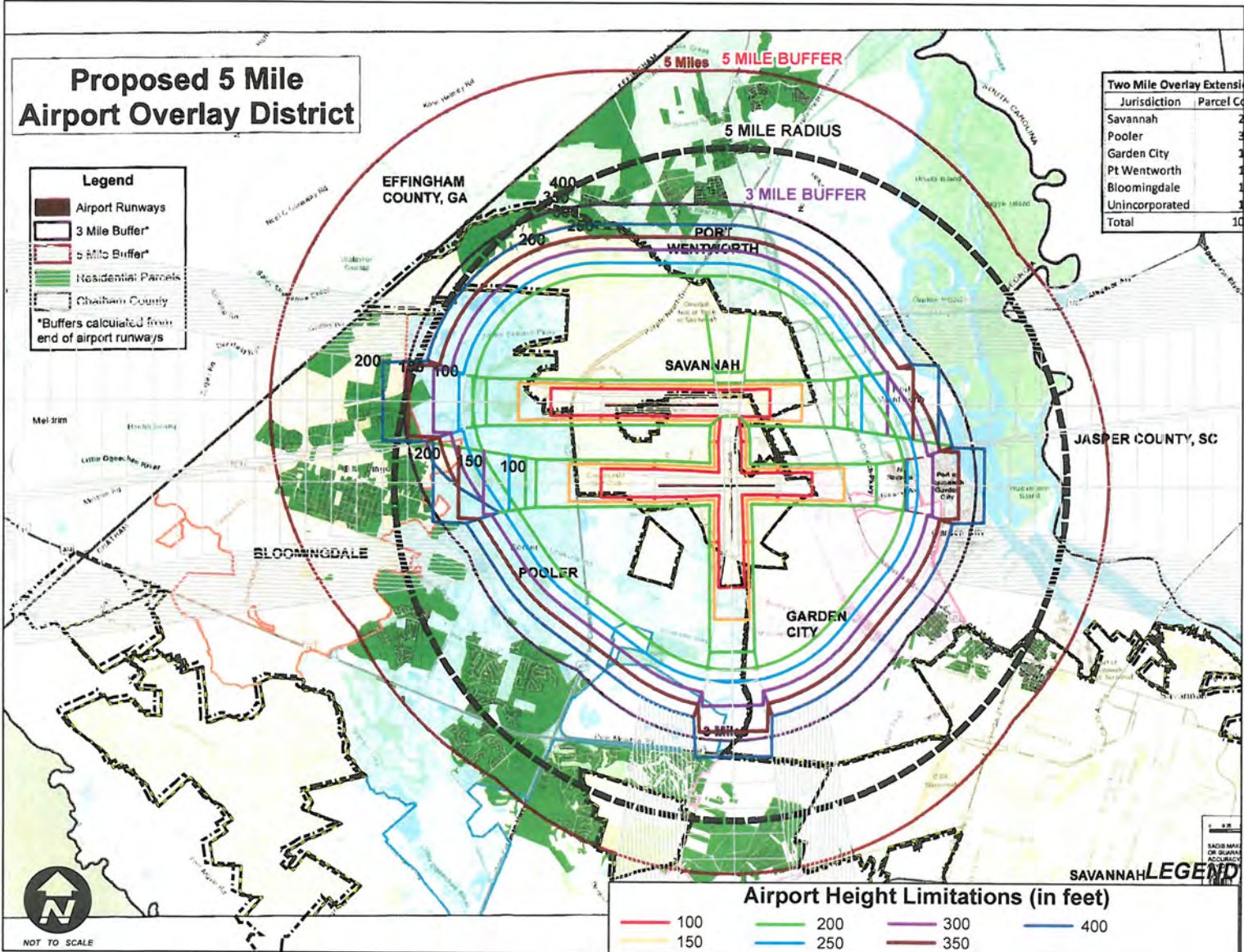
Advertisement and publisher's affidavit attached to enrolled copy.

Proposed 5 Mile Airport Overlay District

- Legend**
-  Airport Runways
 -  3 Mile Buffer*
 -  5 Mile Buffer*
 -  Residential Parcels
 -  Chatham County
- *Buffers calculated from end of airport runways



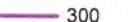




Two Mile Overlay Extension

| Jurisdiction | Parcel Count |
|----------------|--------------|
| Savannah | 2 |
| Pooler | 3 |
| Garden City | 1 |
| Pt Wentworth | 1 |
| Bloomington | 1 |
| Unincorporated | 1 |
| Total | 10 |



SAVANNAH LEGEND

Airport Height Limitations (in feet)

| | | | |
|---|--|---|---|
|  100 |  200 |  300 |  400 |
|  150 |  250 |  350 | |

AN ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY BLOOMINGDALE, GEORGIA AS AMENDED, ENACTING AN ORDINANCE TO BE KNOWN AND CITED AS THE SAVANNAH INTERNATIONAL AIRPORT AIRSPACE ZONING ORDINANCE: TO REDUCE HAZARDS TO RESIDENTS AND PROPERTY LOCATED NEAR THE SAVANNAH INTERNATIONAL AIRPORT: TO PREVENT HAZARDS TO AIRCRAFT UTILIZING THE AIRPORT; TO PROTECT THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE; TO ESTABLISH AIRSPACE ZONES; TO ESTABLISH HEIGHT LIMITS WITHIN THE ZONES; TO REGULATE NON-CONFORMING OBSTRUCTIONS; TO PROVIDE FOR THE ISSUING OF PERMITS; TO PROVIDE FOR THE REMOVAL OF NON-CONFORMING STRUCTURES; TO PROHIBIT VARIANCES; TO PROVIDE FOR THE ZONING ADMINISTRATOR TO ADMINISTER AND ENFORCE THE PROVISIONS OF THIS ORDINANCE; TO PROVIDE FOR OTHER PENALTIES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

SAVANNAH AIRPORT COMMISSION

FEB 27 1986

BE IT ORDAINED by the Mayor and Council of the City of Bloomingdale, Georgia and it is hereby ordained by the authority thereof that the Code of Ordinances, as amended, is amended to add and provide for ARTICLE XIII, Section 1300, entitled the Savannah International Airport Airspace Zoning Ordinance to read and provide as follows:

ARTICLE XIII: SAVANNAH INTERNATIONAL AIRPORT AIRSPACE ZONING ORDINANCE

Section 1300. SHORT TITLE

This ordinance shall be known and may be cited as the "Savannah International Airport Airspace Zoning Ordinance."

Section 1301. PURPOSES AND INTENT

This ordinance is enacted for the following purposes:

- (a) To reduce hazards to residents and property located near the Savannah International Airport;
- (b) To prevent hazards to aircraft utilizing the Savannah International Airport;
- (c) To protect the public investment in the airport and its environs;
- (d) To protect the public health, safety, and general welfare; and
- (e) To assure that land surrounding the airport will be developed to the best interests of public and private landowners, and for other purposes.

Section 1302. CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this ordinance and any other regulations applicable to the same area, whether the conflict be with the respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

Section 1303. SEVERABILITY

If any of the provisions of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 1304. JURISDICTION

The jurisdiction of this ordinance shall be all of that area within the incorporated limits of the City of Bloomingdale, Georgia.

Unless the context otherwise requires, the following words, as used in this ordinance, shall have the meaning herein ascribed to them:

- (a) Airport means Savannah International Airport.
- (b) Airport elevation means the highest point of an airport's usable landing area measured in feet above sea level.
- (c) Airport hazard area means any area of land or water upon which an airport hazard might be established, if not prevented in this ordinance.
- (d) Airport reference point means the point established as the approximate geographic center of the airport landing area and which is so designated on the Savannah International Airspace Zoning Map.
- (e) Landing area means the area of the airport used for landing, taking off or taxiing of aircraft.
- (f) Nonconforming obstructions means any structure, tree or use of land which does not conform to a regulation prescribed in this ordinance, or an amendment thereto, as of the effective date of such regulation.
- (g) Nonprecision Instrument Runway means a runway having a non-precision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which nonprecision approach facilities are planned or indicated on an FAA planning document or military service military airport planning document.
- (h) Person means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.
- (i) Precision Instrument Runway means a runway having an instrument approach procedure utilizing an instrument landing system (ILS), a microwave landing system (MLS), or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan; a military service approved military airport layout plan; or any other FAA planning document, or military service military planned document.
- (j) Runway means a defined area on an airport prepared for landing, taking off or taxiing of aircraft.
- (k) Structure means any object, constructed or installed by man, including, but without limitation thereof, buildings, towers, smokestacks, utility poles, and overhead transmission lines.
- (l) Tree includes any plant of the vegetable kingdom.

Section 1306. AIRSPACE ZONES ESTABLISHED

There are hereby created and established certain zones which include all of the land lying within the primary zone, precision instrument approach zones, nonprecision instrument approach zones, transition zones, horizontal zones and conical zones. Such areas and zones are shown on the Savannah International Airport Airspace Zoning Map dated June 1, 1985. Said map is made part of this ordinance to the same extent as if the information set forth on such map was fully designed and incorporated herein, and may be amended subsequent to the adoption thereof. Said map shall be kept on file in the office of the City Clerk of the City of Bloomingdale. The various zones established are shown in Illustration Number 1 and are defined as follows:

- (a) Primary zone. An area longitudinally centered on a runway and extending 200 feet each end of that runway. The width of the primary zone is 1,000 feet for a nonprecision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument runways. No structure or obstruction will be permitted within the primary zone that is not part of the landing and take off facilities and is of a greater height than the nearest point on the runway center line.
- (b) Approach zones. An area longitudinally centered on the extended runway center line and extending outward from each end of the primary zone. An approach zone is designed for each runway based upon the type of approach available or planned for that runway end.
- (1) Precision instrument approach zone. An instrument approach zone is established at each end of precision instrument runways. The inner edge of the precision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 16,000 feet at a distance of 50,200 feet beyond each end of the runway.
- (2) Nonprecision instrument approach zones. Nonprecision instrument approach zones are established at each end of the nonprecision runways. The inner edge of the nonprecision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 4,000 feet for that end of a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths statute miles. This type of approach zone extends to a horizontal distance of 10,200 feet beyond each end of the runway.
- (c) Transitional zones. Transition zones are established adjacent to each precision and nonprecision instrument runway. They extend outward from the sides of the primary and approach zones and connect to the horizontal and conical zones. Transitional zones are further established adjacent to the precision instrument approach zone which projects through and beyond the limits of the conical zone, extending a distance of 5,000 feet measured horizontally, from the edge of the precision instrument approach zone perpendicular to the extended centerline of the runway.
- (d) Horizontal zone. A horizontal zone is the area within the perimeter of a horizontal plane that is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is 10,000 feet for all runways at the airport.
- The radius of the arc specified for each end of the runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a 5,000 foot arc is encompassed by tangents connecting two adjacent 10,000 foot arcs, the 5,000 foot arch shall be disregarded on the construction of the perimeter of the horizontal plane. The horizontal zone does not include the precision and nonprecision approach zones, and the transition zones.
- (e) Conical zone. A conical zone is established as the area that begins at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet. The conical zone does not include the approach zones and transition zones.

Section 1307. HEIGHT LIMITS ESTABLISHED

Except as otherwise provided in this ordinance no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone to a height in excess of the height limit herein established for such zone. If any structure or tree is erected, altered, allowed to grow, or maintained in an area located in more than one zone, then that structure or tree will be considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

- (a) Precision instrument approach zone. One (1) foot in height for each fifty (50) feet in horizontal distance, beginning at a point 200 feet from and at the centerline elevation of the end of the instrument runway and extending to a distance of 10,200 feet from the end of the runway (10,000 feet from the ends of the primary zone); thence one (1) foot in height for each forty (40) feet in horizontal distance to a point 50,200 feet from the end of the runway (50,000 feet from the ends of the primary zone).
- (b) Nonprecision instrument approach zone. One (1) foot vertically for each thirty-four (34) feet in horizontal distance, beginning at a point 200 feet from, and at the centerline elevation of the nonprecision instrument runway and extending to a point 10,200 feet from the end of the runway (10,000 feet from the ends of the primary zone).
- (c) Transitional zone. This area extending outward from the sides of the primary zone and approach zones connecting them to the horizontal and conical zones. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one (1) foot vertically for every seven (7) feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone or conical zone, or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zone.
- (d) Horizontal zone. One-hundred and fifty feet (150) above established airport elevation.
- (e) Conical zone. The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structure in the conical zone are 150 feet above the airport height at the inner boundary with permitted height increasing one (1) foot vertically every twenty (20) feet to a height of 350 feet above the airport elevation.

Section 1308. NONCONFORMING OBSTRUCTIONS

The regulations prescribed by this ordinance shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations when adopted or amended, or to otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction or alteration of any structure, the construction or alteration of which was begun prior to the adoption of or to any amendments to this ordinance and is diligently prosecuted and completed within six (6) months thereof.

Section 1309. PERMITS

- (a) No nonconforming obstructions or trees may be erected, replaced, substantially altered or repaired, rebuilt, allowed to grow higher, or replanted, in any zone created in this ordinance unless a permit is secured from the Zoning Administrator, authorizing such replacement, change or repair, except as follows:
 1. No permit shall be required for any structure less than 75 feet of vertical height above the ground, except when because of terrain, land contour or topographic features such structure would extend above the height limits prescribed for the following areas:
 - a. Within the entire limits of the horizontal, conical, or transitional zones.
 - b. Within the limits of the precision instrument approach zones.

- (b) Each application shall indicate the purpose for which it is desired, with sufficient particularity to determine whether the resulting use or structure would conform to the regulations prescribed in this ordinance. If such determination is in the affirmative, the permit applied for shall be granted.
- (c) No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this ordinance, or than it is when the application for a permit is made.
- (d) Whenever the Zoning Administrator determines that a nonconforming use, or nonconforming obstruction or tree, has been abandoned or is more than seventy percent (70%) torn down, destroyed, deteriorated, or decayed, no permit shall be granted that would allow said obstruction or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

Section 1310. HAZARD MARKING AND LIGHTING REQUIRED

Any permit granted under Section 1309 of this ordinance may, if such action is deemed advisable to effectuate the purposes of this ordinance and reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the Savannah Airport Commission, at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to flyers the presence of an airport hazard.

Section 1311. REMOVAL OF NONCONFORMING OBSTRUCTIONS

The Savannah Airport Commission may negotiate with owners of nonconforming obstructions for removal, lighting, or marking of existing nonconforming obstructions, to be installed, operated and maintained at the Airport Commission's expense.

Section 1312. VARIANCES PROHIBITED

No variances, special exceptions, or any other appeal within any zone created by this ordinance shall be considered or granted which would violate any restrictions imposed by this ordinance.

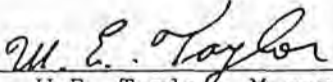
Section 1313. ADMINISTRATIVE AGENCY

The City of Bloomingdale Zoning Administrator is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed by this ordinance. The duties of the Zoning Administrator shall include that of hearing and deciding all applications for permits.

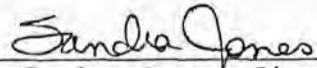
Section 1314. PENALTIES

Any person convicted of violating any provision of this ordinance shall be subject to a fine not to exceed one hundred dollars (\$100.00) or imprisonment not to exceed thirty (30) days, or both, and shall be required to remove the subject obstruction.

ADOPTED THIS 20th day of February, 1986.


W.E. Taylor, Mayor

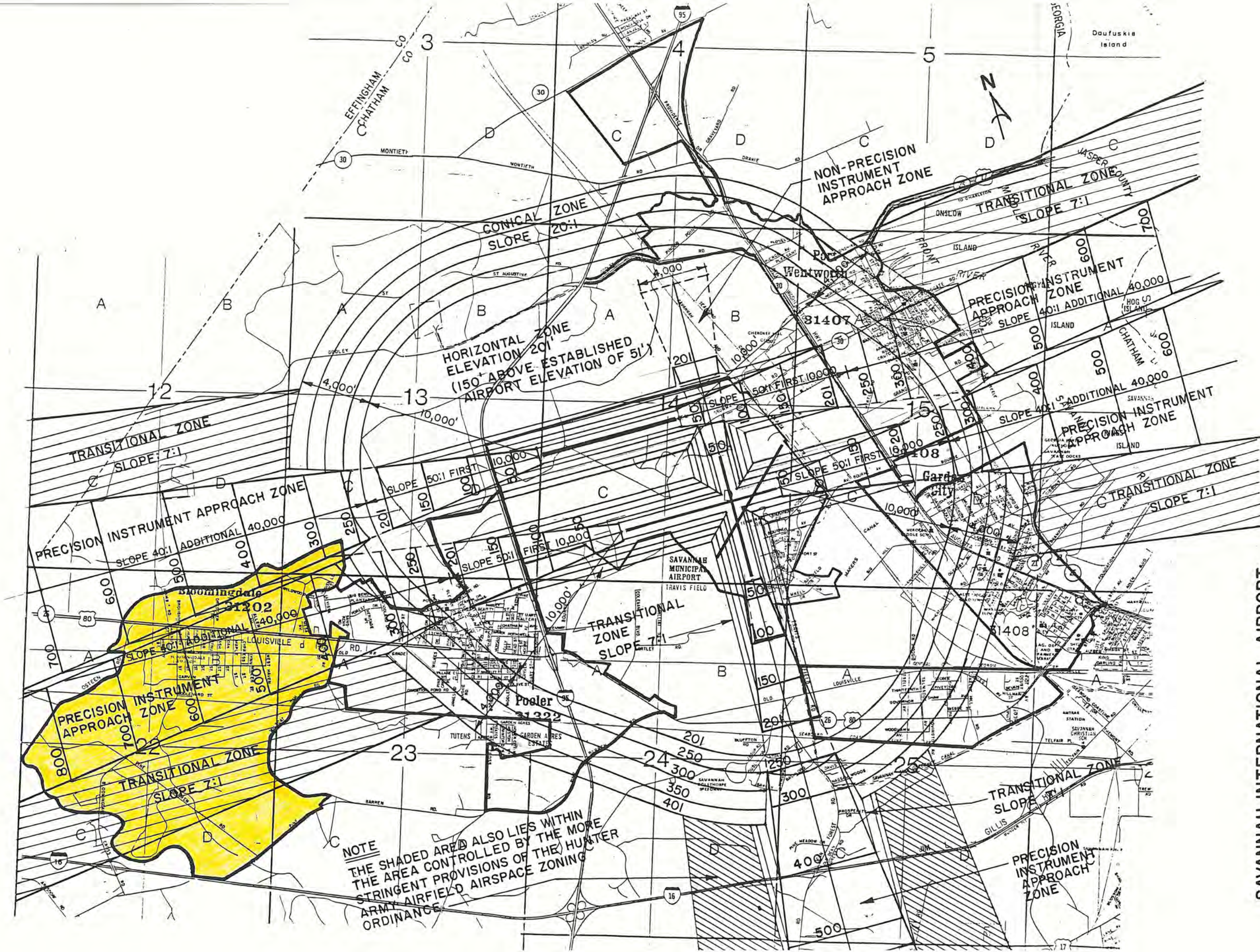
ATTEST:


Sandra Jones, City Clerk

Seal:

FIRST READING: 2-6-86

SECOND READING: 2-20-86



NOTE
 THE SHADED AREA ALSO LIES WITHIN
 THE AREA CONTROLLED BY THE MORE
 STRINGENT PROVISIONS OF THE HUNTER
 ARMY AIRFIELD AIRSPACE ZONING
 ORDINANCE

**SAVANNAH INTERNATIONAL AIRPORT
 AIRSPACE ZONING ORDINANCE MAP**

CHAPTER 18

Licensing and Regulation

ARTICLE I

Airports and Aircraft

- §18-101 Discharging Firearms
- §18-102 Purpose to Insure Passenger Safety
- §18-103 Penalty for Violation

ARTICLE II

Chatham County Airspace Zoning Ordinance for Savannah Airport

- §18-201 Enactment Clause
- §18-202 Short Title
- §18-203 Purposes and Intent
- §18-204 Legal Status Provision
- §18-205 Jurisdiction
- §18-206 Definitions
- §18-207 Airspace Zones Established
- §18-208 Height Limits Established
- §18-209 Nonconforming Obstructions
- §18-210 Permits
- §18-211 Hazard Marking and Lighting Required
- §18-212 Removal of Nonconforming Obstructions
- §18-213 Variances Prohibited
- §18-214 Administrative Agency
- §18-215 Penalties

ARTICLE III

Helicopter Landing Facilities

- §18-301 Statement of Purpose
- §18-302 Administration
- §18-303 Definitions
- §18-304 Requirements for License
- §18-305 Building Permit and Business License
- §18-306 Air Traffic Rules

- §18- 307 Construction
- §18- 308 Fencing
- §18- 309 Minimum Area
- §18- 310 Safety Feature Required
- §18- 311 Inspection
- §18- 312 Revocation of License
- §18- 313 External Load and Temporary Landing Permit
- §18- 314 Hours of Flight
- §18- 315 Proof of Liability Insurance
- §18- 316 Jurisdiction

ARTICLE IV

Parade and Public Assembly Ordinance

- §18- 401 Definitions
- §18- 402 Permit Required
- §18- 403 Exceptions
- §18- 404 Application
- §18- 405 Review by the County Manager
- §18- 406 Appeal of Permit Denial
- §18- 407 Intent
- §18- 408 Revocation
- §18- 409 Effective Date
- §18- 410 Severability

ARTICLE I

Licensing and Regulation

- §18-101 Discharging Firearms. It shall be unlawful for anyone to discharge any small arms or rifles of any kind or description within one (1) mile outside the perimeter of the municipal airport, known as Travis Field, and within the unincorporated area of Chatham County. (#327, 11/7/69, Sec. 1)
- §18-102 Purpose to Insure Passenger Safety. The purpose of this ordinance is to ensure the safety of citizens boarding and being discharged from aircraft and to ensure the safety of aircraft, particularly those having pressurized cabins. (#327, 11/7/69, Sec. 2)
- §18-103 Penalty for Violation. Any person violating his ordinance shall be subject to a fine not to exceed one hundred dollars (\$100.00) or imprisonment not to exceed thirty (30) days, or both in the discretion of the Court, in the event of conviction in the Recorder's Court or any court having jurisdiction thereof, and each day's violation shall be considered a separate offense. (#327, 11/7/69, Sec. 3)

ARTICLE II

Chatham County Airspace Zoning Ordinance for Savannah
International Airport

§18-201 Enactment Clause. The Commissioner of Chatham County, pursuant to the provisions of Georgia Laws, 1946, Pages 121-123, and any amendments thereto, as codified in Chapter 11-4 of the Georgia Code, annotated, do ordain and enact into law the following sections.

§18-202 Short Title. This ordinance shall be known and may be cited as the "Savannah International Airport Airspace Zoning Ordinance."

§18-203 Purposes and Intent. This ordinance is enacted for the following purposes:

1. To reduce hazards to residents and property located near Savannah International Airport;
2. To prevent hazards to aircraft utilizing Savannah International Airport;
3. To protect the public investment in the airport and its environs;
4. To protect the public health, safety, and general welfare; and
5. To assure that land surrounding the airport will be developed to the best interests of public and private landowners, and for other purposes.

§18-204 Legal Status Provisions.

1. Conflicting Regulations. Where there exists a conflict between any of the regulations or limitations prescribed in this ordinance and any other regulations applicable to the same area, whether the conflict be with the respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.
2. Severability. If any of the provisions of this Ordinance or the application thereof to any person or circumstances is held

invalid, such invalidity shall not affect other provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

§18-205 Jurisdiction. The jurisdiction of this ordinance shall extend to all of that area within the unincorporated limits of Chatham County.

§18-206 Definitions. Unless the context otherwise requires, the following words, as used in this ordinance, shall have the meaning herein ascribed to them:

1. Airport means Savannah International Airport.
2. Airport elevation means the highest point of an airport's usable landing area measured in feet above sea level.
3. Airport hazard means any structure or tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or which is otherwise hazardous to such landing or taking off of aircraft.
4. Airport hazard area means any area of land or water upon which an airport hazard might be established, if not prevented in this Ordinance.
5. Airport reference point means the point established as the approximate geographic center of the airport landing area and which is so designated on the Savannah International Airport Airspace Zoning Map.
6. Landing area means the area of the airport used for landing, taking off or taxiing of aircraft.
7. Nonconforming obstructions means any structure, tree or use of land which does not conform to a regulation prescribed in this ordinance, or an amendment thereto, as of the effective date of such regulation.
8. Nonprecision instrument runway means a runway having nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved

or planned, and for which nonprecision approach facilities are planned or indicated on an FAA planning document or military airport planning document.

9. Person means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.
10. Precision instrument runway means a runway having an instrument approach procedure utilizing an instrument landing system (ILS), a microwave landing system (MLS), or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan; a military service approved military airport layout plan; or any other FAA planning document, or military planning document.
11. Runway means a defined area on an airport prepared for landing, taking off or taxiing of aircraft.
12. Structure means any object, constructed or installed by man, including, but without limitation thereof, buildings, towers, smokestacks, utility poles, and overhead transmission lines.
13. Tree includes any plant of the plant kingdom.

§18-207 Airspace Zones Established. There are hereby created and established certain zones which include all of the land lying within the primary zone, precision instrument approach zones, nonprecision instrument approach zones, transition zones, horizontal zones and conical zones. Such areas and zones are shown on the Savannah International Airport Height Regulations dated June 14, 1985. Said map is made a part of this ordinance to the same extent as if the information set forth on such map was fully designed and incorporated herein, and may be amended subsequent to the adoption thereof. Said map shall be kept on file in the office of the Chatham County Commissioners. The various zones established are shown in Illustration Number 1 and are defined as follows:

1. Primary Zone. An area longitudinally centered on a runway and extending two hundred (200) feet beyond each end of that runway. The width of the primary zone is one thousand (1,000) feet for a nonprecision instrument runway having a

nonprecision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument runways. No structure or obstruction will be permitted within the primary zone that is not part of the landing and take off facilities and is of greater height than the nearest point on the runway center line.

2. Approach Zones. An area longitudinally centered on the extended runway center line and extending outward from each end of the primary zone. An approach zone is designed for each runway based upon the type of approach available or planned for that runway end.
 - a. Precision Instrument Approach Zone: An instrument approach zone is established at each end of precision instrument runways. The inner edge of the precision instrument approach zone shall have a width of one thousand (1,000) feet at a distance of two hundred (200) feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of sixteen thousand (16,000) feet at a distance of fifty thousand two hundred (50,200) feet beyond each end of the runway.
 - b. Nonprecision Instrument Approach Zone: Nonprecision instrument approach zones are established at each end of the nonprecision runways. The inner edge of the nonprecision instrument approach zone shall have a width of one thousand (1,000) feet at a distance of two hundred (200) feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of four thousand (4,000) feet for that end of a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three fourths a statute mile. This type of approach zone extends to a horizontal distance of ten thousand and two hundred (10,200) feet beyond each end of the runway and ten thousand (10,000) feet beyond the ends of the primary zone.
3. Transitional Zones. Transition zones are established adjacent to each precision and nonprecision instrument runway. They extend outward from the sides of the primary and approach zones and connect to the horizontal and conical zones. Transitional zones are further established adjacent to the precision instrument approach zone which projects through and beyond the limits of the conical zone, extending a distance of

five thousand (5,000) feet measured horizontally, from the edge of the precision instrument approach zone perpendicular to the extended centerline of the runway.

4. Horizontal Zone. A horizontal zone is the area within the perimeter of a horizontal plane that is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is ten thousand (10,000) feet for all runways at the airport.

The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a five thousand (5,000) foot arc is encompassed by tangents connecting two adjacent ten thousand (10,000) foot arcs, the five thousand (5,000) foot arc shall be disregarded on the construction of the perimeter of the horizontal plane. The horizontal zone does not include the precision and nonprecision approach zones, and the transition zones.

5. Conical Zone. A conical zone is established as the area that begins at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of four thousand (4,000) feet. The conical zone does not include the approach zones and transition zones.

§18-208 Height Limits Established. Except as otherwise provided in this ordinance no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone to a height in excess of the height limit herein established for such zone. If any structure or tree is erected, altered, allowed to grow, or maintained in an area located in more than one zone, then that structure or tree will be considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

1. Precision Instrument Approach Zone. One (1) foot in height for each fifty (50) feet in horizontal distance, beginning at a point two hundred (200) feet from and at the centerline elevation of the end of the instrument runway and extending to a distance of ten thousand two hundred (10,200) feet from the end of the runway ten thousand (10,000) feet from the ends of

the primary zone); thence one (1) foot in height for each forty (40) feet in horizontal distance to a point fifty thousand and two hundred (50,200) feet from the end of the runway fifty thousand (50,000) feet from the ends of the primary zone).

2. Nonprecision Instrument Approach Zone. One (1) foot vertically for each thirty-four (34) feet in horizontal distance, beginning at a point two hundred (200) feet from, and at the centerline elevation of the nonprecision instrument runway and extending to a point ten thousand and two hundred (10,200) feet from the end of the runway ten thousand (10,000) feet from the ends of the primary zone).
3. Transitional Zone. The area extending outward from the sides of the primary zone and approach zones connecting them to the horizontal and conical zones. Height limits within the transitional zones are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one (1) foot vertically for every seven (7) feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone or conical zone, or for a horizontal distance of five thousand (5,000) feet from the side of the part of the precision approach zone that extends beyond the conical zone.
4. Horizontal Zone. One hundred and fifty feet (150) above established airport elevation.
5. Conical Zone. The area extending outward from the periphery of the horizontal zone for a distance of four thousand (4,000) feet. Height limitations for structure in the conical zone are one hundred fifty (150) feet above the airport height at the inner boundary with permitted height increasing one (1) foot vertically every twenty (20) feet to a height of three hundred fifty (350) feet above the airport elevation.

§18-209 Nonconforming Obstructions. The regulations prescribed by this ordinance shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations when adopted or amended, or to otherwise interfere with the continuance of any non-conforming use. Nothing herein contained shall require any change in the construction or

alteration of any structure, the construction or alteration of which was begun prior to the adoption of or prior to any amendments to this ordinance and is diligently prosecuted and completed within six (6) months thereof.

§18-210 Permits.

1. No nonconforming obstructions or trees may be erected, replaced, substantially altered or repaired, rebuilt, allowed to grow higher, or replanted, in any zone created in this Ordinance unless a permit is secured from the Zoning Administrator, authorizing such replacement, change or repair, except as follows:
 - a. No permit shall be required for any structure less than seventy-five (75) feet of vertical height above the ground, except when because of terrain, land contour or topographic features such structure would extend above the height limits prescribed for the following areas:
 - (1) Within the entire limits of the horizontal, conical or transitional zones.
 - (2) Within the limits of the precision instrument approach zones.
2. Each application shall indicate the purpose for which it is desired, with sufficient particularity to determine whether the resulting use or structure would conform to the regulations prescribed in this Chapter. If such determination is in the affirmative, the permit applied for shall be granted.
3. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure, or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this Ordinance, or than it is when the application for a permit is made.
4. Whenever the Zoning Administrator determine that a nonconforming use, or nonconforming obstruction or tree, has been abandoned or is more than seventy percent (70%) torn down, destroyed, deteriorated, or decayed, no permit shall be granted that would allow said obstruction or tree to exceed

the applicable height limit or otherwise deviate from the zoning regulations.

- §18-211 Hazard Marking and Lighting Required. Any permit granted under Section 18-210 of this ordinance may, if such action is deemed advisable to effectuate the purposes of this ordinance and reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the Savannah Airport Commission, at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate flyers the presence of an airport hazard.
- §18-212 Removal of Nonconforming Obstructions. The Savannah Airport Commission may negotiate with owners of nonconforming obstructions for removal, lighting, or marking of existing nonconforming obstructions, to be installed, operated and maintained at the Airport Commission's expense.
- §18-213 Variances Prohibited. No variances, special exceptions, or any other appeal within any zone created by this ordinance shall be considered or granted which would violate any restrictions imposed by this Ordinance.
- §18-214 Administrative Agency. The Chatham County Zoning Administrator is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed by this Ordinance. The duties of the Zoning Administrator shall include that of hearing applicants and deciding whether or not to issue permits.
- §18-215 Penalties. Any person convicted of violating any provision of this ordinance shall be subject to a fine not to exceed one hundred dollars (\$100.00) or imprisonment not to exceed thirty (30) days, or both, and shall be required to remove the subject obstruction. (5/10/85)

LTR TO COUNTY (MILTON NEWTON) MPC

LTR TO FAA MR AUSTIN ADD ATLANTIC 404 763 7268

LTR TO Airport Commission Clyde MALTW.

FAA FORM 7460-1 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

7450-1 NOTICE OF LANDING AREA

PROPOSAL

DOT Local Ronny Smith
Eng. State Hwy Dept.

Rte - Jessop GA

At. GA

(FILE NOTICE)

G A R D E N C I T Y
O R D I N A N C E

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA AS AMENDED, ENACTING AN ORDINANCE TO BE KNOWN AND CITED AS THE SAVANNAH INTERNATIONAL AIRPORT AIRSPACE ZONING ORDINANCE; TO REDUCE HAZARDS TO RESIDENTS AND PROPERTY LOCATED NEAR THE SAVANNAH INTERNATIONAL AIRPORT; TO PREVENT HAZARDS TO AIRCRAFT UTILIZING THE AIRPORT; TO PROTECT THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE; TO ESTABLISH AIRSPACE ZONES; TO ESTABLISH HEIGHT LIMITS WITHIN THE ZONES; TO REGULATE NON-CONFORMING OBSTRUCTIONS; TO PROVIDE FOR THE ISSUING OF PERMITS; TO PROVIDE FOR THE REMOVAL OF NON-CONFORMING STRUCTURES; TO PROHIBIT VARIANCES; TO PROVIDE FOR THE ZONING ADMINISTRATOR TO ADMINISTER AND ENFORCE THE PROVISIONS OF THIS ORDINANCE; TO PROVIDE FOR OTHER PENALTIES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia and it is hereby ordained by the authority thereof that:

Section 1. That the Code of Ordinances, as amended, is amended to add and provide for Part 8, Chapter 6, entitled the Savannah International Airport Airspace Zoning Ordinance to read and provide as follows:

PART 8

CHAPTER 6

Section 8-6001. SHORT TITLE.

This chapter shall be known and may be cited as the "Savannah International Airport Airspace Zoning Ordinance."

Section 8-6002. PURPOSES AND INTENT.

This chapter is enacted for the following purposes:

- (a) To reduce hazards to residents and property located near the Savannah International Airport;

- (b) To prevent hazards to aircraft utilizing the Savannah International Airport;
- (c) To protect the public investment in the airport and its environs;
- (d) To protect the public health, safety, and general welfare; and
- (e) To assure that land surrounding the airport will be developed to the best interests of public and private landowners, and for other purposes.

Section 8-6003. CONFLICTING REGULATIONS.

Where there exists a conflict between any of the regulations or limitations prescribed in this chapter and any other regulations applicable to the same area, whether the conflict be with the respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

Section 8-6004. JURISDICTION.

The jurisdiction of this chapter shall be all of that area within the incorporated limits of Garden City, Georgia.

Section 8-6005. DEFINITIONS.

Unless the context otherwise requires, the following words, as used in this chapter, shall have the meaning herein ascribed to them:

- (a) **Airport** means Savannah International Airport.
- (b) **Airport elevation** means the highest point of an airport's usable landing area measured in feet above sea level.
- (c) **Airport hazard** means any structure or tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or which is otherwise hazardous to such landing or taking off of aircraft.
- (d) **Airport hazard area** means any area of land or water upon which an airport hazard might be established, if not prevented in this chapter.

- (e) **Airport reference point** means the point established as the approximate geographic center of the airport landing area and which is so designated on the Savannah International Airport Airspace Zoning Map.
- (f) **Landing area** means the area of the airport used for landing, taking off or taxiing of aircraft.
- (g) **Nonconforming structures** means any structure, tree or use of land which does not conform to a regulation prescribed in this chapter, or an amendment thereto, as of the effective date of such regulation.
- (h) **Nonprecision Instrument Runway** means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which nonprecision approach facilities are planned or indicated on an FAA planning document or military service military airport planning document.
- (i) **Person** means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.
- (j) **Precision Instrument Runway** means a runway having an instrument approach procedure utilizing an instrument landing system (ILS), a microwave landing system (MLS), or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan; a military service approved military airport layout plan; or any other FAA planning document, or military service military planning document.
- (k) **Runway** means a defined area on an airport prepared for landing, taking off or taxiing of aircraft.
- (l) **Structure** means any object, constructed or installed by man, including, but without limitation thereof, buildings, towers, smokestacks, utility poles, and overhead transmission lines.

(m) **Tree** includes any plant of the vegetable kingdom.

Section 8-6006. AIRSPACE ZONES ESTABLISHED.

There are hereby created and established certain zones which include all of the land lying within the primary zone, precision instrument approach zones, nonprecision instrument approach zones, transition zones, horizontal zones and conical zones. Such areas and zones are shown on the Savannah International Airport Airspace Zoning Map dated June 1, 1985. Said map is made a part of this chapter to the same extent as if the information set forth on such map was fully designed and incorporated herein, and may be amended subsequent to the adoption thereof. Said map shall be kept on file in the office of the Clerk of Council of the City. The various zones established are shown in Illustration Number 1 and are defined as follows:

- (a) **Primary zone.** An area longitudinally centered on a runway and extending 200 feet each end of that runway. The width of the primary zone is 1,000 feet for a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument runways. No structure or obstruction will be permitted within the primary zone that is not part of the landing and take off facilities and is of a greater height than the nearest point on the runway center line.
- (b) **Approach zones.** An area longitudinally centered on the extended runway center line and extending outward from each end of the primary zone. An approach zone is designed for each runway based upon the type of approach available or planned for that runway end.
 - (1) **Precision instrument approach zone.** An instrument approach zone is established at each end of precision instrument runways. The inner edge of the precision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 16,000 feet at a distance of 50,200 feet beyond each end of the runway.

(2) **Nonprecision instrument approach zones.** Nonprecision instrument approach zones are established at each end of the nonprecision runways. The inner edge of the nonprecision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 4,000 feet for that end of a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths statute miles. This type of approach zone extends to a horizontal distance of 10,200 feet beyond each end of the runway.

(c) **Transitional zones.** Transition zones are established adjacent to each precision and nonprecision instrument runway. They extend outward from the sides of the primary and approach zones and connect to the horizontal and conical zones. Transitional zones are further established adjacent to the precision instrument approach zone which projects through and beyond the limits of the conical zone, extending a distance of 5,000 feet measured horizontally, from the edge of the precision instrument approach zone perpendicular to the extended centerline of the runway.

(d) **Horizontal zone.** A horizontal zone is the area within the perimeter of a horizontal plane that is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is 10,000 feet for all runways at the airport.

The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a 5,000 foot arc is encompassed by tangents connecting two adjacent 10,000 foot arcs, the 5,000 foot arc shall be disregarded on the construction of the perimeter of the horizontal plane. The horizontal zone does not include the precision and nonprecision approach zones, and the transition zones.

- (e) **Conical zone.** A conical zone is established as the area that begins at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet. The conical zone does not include the approach zones and transition zones.

Section 8-6007. HEIGHT LIMITS ESTABLISHED.

Except as otherwise provided in this chapter, no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone to a height in excess of the height limit herein established for such zone. If any structure or tree is erected, altered, allowed to grow, or maintained in an area located in more than one zone, then that structure or tree will be considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

- (a) **Precision instrument approach zone.** One (1) foot in height for each fifty (50) feet in horizontal distance, beginning at a point 200 feet from and at the centerline elevation of the end of the instrument runway and extending to a distance of 10,200 feet from the end of the runway; thence one (1) foot in height for each forty (40) feet in horizontal distance to a point 50,200 feet from the end of the runway.
- (b) **Nonprecision instrument approach zone.** One (1) foot vertically for each thirty-four (34) feet in horizontal distance, beginning at a point 200 feet from, and at the centerline elevation of the nonprecision instrument runway and extending to a point 10,200 feet from the end of the runway.
- (c) **Transitional zone.** This area extending outward from the sides of the primary zone and approach zones connecting them to the horizontal and conical zones. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one (1) foot vertically for every seven (7) feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone or conical zone, or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zone.

- (d) **Horizontal zone.** One-hundred and fifty feet (150) above established airport elevation.
- (e) **Conical zone.** The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structures in the conical zone are 150 feet above the airport height at the inner boundary with permitted height increasing one (1) foot vertically every twenty (20) feet to a height of 350 feet above the airport elevation.

Section 8-6008. NONCONFORMING OBSTRUCTIONS.

The regulations prescribed by this chapter shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations when adopted or amended, or to otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction or alteration of any structure, the construction or alteration of which was begun prior to the adoption of or to any amendments to this chapter and is diligently prosecuted and completed within six (6) months thereof.

Section 8-6009. PERMITS

- (a) No nonconforming structures or trees may be erected, replaced, substantially altered or repaired, rebuilt, allowed to grow higher, or replanted, in any zone created in this chapter unless a permit is secured from the zoning administrator, authorizing such replacement, change or repair, except as follows:
 - (1) No permit shall be required for any structure less than 75 feet of vertical height above the ground, except when because of terrain, land contour or topographic features such structure would extend above the height limits prescribed for the following areas:
 - (i) Within the entire limits of the horizontal, conical, or transitional zones.
 - (ii) Within the limits of the precision instrument approach zones.

- (b) Each application shall indicate the purpose for which it is desired, with sufficient particularity to determine whether the resulting use or structure would conform to the regulations prescribed in this chapter. If such determination is in the affirmative, the permit applied for shall be granted.
- (c) No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this chapter, or than it is when the application for a permit is made.
- (d) Whenever the Zoning Administrator determines that a nonconforming use, or nonconforming structure or tree, has been abandoned or is more than seventy percent (70%) torn down, destroyed, deteriorated, or decayed, no permit shall be granted that would allow said structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

Section 8-6010. HAZARD MARKING AND LIGHTING REQUIRED

Any permit granted under Section 8-6009 of this chapter may, if such action is deemed advisable to effectuate the purposes of this chapter and reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the Airport Commission, at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to flyers the presence of an airport hazard.

Section 8-6011. REMOVAL OF NONCONFORMING STRUCTURES.

The Airport Commission may negotiate with owners of nonconforming structures for removal, lighting, or marking of existing nonconforming structures, to be installed, operated and maintained at the Commission's expense.

Section 8-6012. VARIANCES PROHIBITED.

No variances, special exceptions, or any other appeal within any zone created by this chapter shall be considered or granted which would violate any restrictions imposed by this chapter.

Section 8-6013. ADMINISTRATIVE AGENCY.

The Zoning Administrator is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed by this chapter. The duties of the Zoning Administrator shall include that of hearing and deciding all applications for permits.

Section 8-6014. PENALTIES.

Any person convicted of violating any provision of this chapter shall be subject to a fine not to exceed one hundred dollars (\$100.00) or imprisonment not to exceed thirty (30) days, or both, and shall be required to remove the subject obstruction.

Section 2. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

ADOPTED THIS _____ day of October, 1985.

ROBERT P. SCHWARTZ
Clerk of Council

RECEIVED AND APPROVED this ____ day of October, 1985.

RALPH O. KESSLER
Mayor

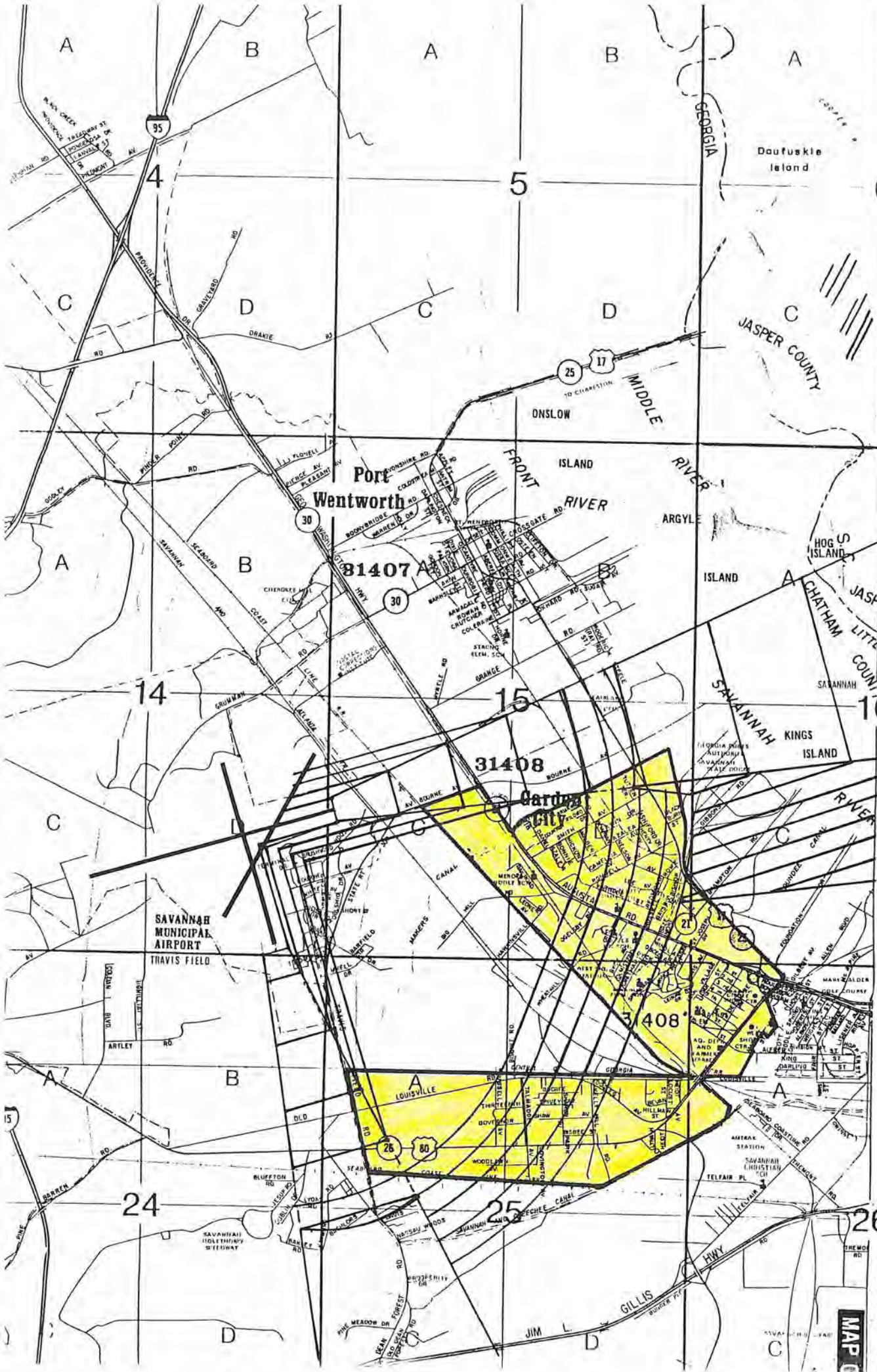
AIRSPACE ZONING GARDEN CITY

Possible question that may be asked by council

1. Height restriction on building
 - A. determined by distance and elevation relative to approach zone

2. Who set the rules for height restriction.
 - A. Airport & Airways Development Act of 1970 as amended and Federal Aviation Regulation Part 77 - how was this established on height

3. Why is this ordinance needed?
 - A. To limit heights of objects that would be or cause unsafe air operations in the airport area and restrict the use of land adjacent to AP that is not compatible to airports.



| | | |
|--------------------|--------------|----------|
| CHIATTAHOOCHIE | 19B | DUI |
| CROSSING | 19B | DUI |
| CHELSEA DR. | 23C | DUI |
| CHEROKEE AV. | 38B | DUI |
| CHERRY ST. | 22B | DUI |
| CHERYL ST. | 27A | "E" |
| CHESNECK | 15A | "E" |
| CHESTER ST. | 26B | EAG |
| CHESTERFIELD CT. | 47C | EAG |
| CHESTERFIELD COVE | 47C | EAG |
| CHESTERFIELD DR. | 47C | EAS |
| CHESTNUT ST. | 23B-23B | EAS |
| CHIEVIS RD. | 44ND | EAS |
| CHIEVY CHASE RD. | 26D | EAS |
| CHIMPER CIR. | 17B | EAS |
| CHIPPEWA DR. | 37C | EAS |
| CHOWING DR. | 45A | EDD |
| CHRISTIE LN. | 49B | EDD |
| CHRISTIE RD. | 30C | EDD |
| CHURCH ST. | 22B, 26B-28D | EDD |
| CHURCHILL ST. | 37A | EDIN |
| CIMARRON ST. | 26D | EDW |
| CINDER RD. | 26B | EGM |
| CINDY AV. | 37C | EISE |
| CINDY ST. | 37C | ELB |
| CLANTON ST. | 40C | ELB |
| CLARENDON CT. | 40A | ELD |
| CLARENDON RD. | 40A | ELE |
| CLAREMONT CIR. | 26D | ELGI |
| CLARK AV. | 37D | ELIZ |
| CLARS AV. | 28C | ELIZ |
| CLAY ST. | 27A | ELI |
| CLAYTON CT. | 49B | ELI |
| CLAYTON RD. | 30D | ELH |
| CLEARVIEW AV. | 26B | ELH |
| CLELAND ST. | 26B | ELM |
| CLEMON ST. | 28A | ELM |
| CLIFF CT. | 23B | ELHU |
| CLIFF DR. | 23B | ELHU |
| CLIFFORD ST. | 27C | ELMV |
| CLIFTON DR. | 15B | ELMV |
| CLIFTON LN. | 49B | ELY |
| CLINCH ST. | 27C | EMER |
| CLIPPER CT. | 30C | EMER |
| CLOVERDALE DR. | 26D | EMMT |
| CLUB CIR. | 37B | EMOR |
| CLOYO CIR. | 47B | END S |
| COACH | 36D | ENDLI |
| COAKLEY ST. | 36B | ENTE |
| COAST LINE BLVD. | 36B | ENTE |
| COBB RD. | 30D | EPPIN |
| COCK BLVD. | 36B | ESSEX |
| COFFEE PL. | 27A | ESTIL |
| COFFEE BLUFF RD. | 47C | ESTIL |
| COFFEE VILLA RD. | 47C | ESTIL |
| COFFEE WOODS DR. | 47C | ESTIL |
| COHEN ST. | 27A | RD. |
| COKEBURY DR. | 38A | EUGEN |
| COLBERT | 27B | EVANS |
| COLDSTREAM RD. | 15A | EVERE |
| COLEMAN BLVD. | 24A | EVERE |
| COLEMAN ST. | 17A | EVORA |
| COLERAINE DR. | 15A | EWELI |
| COLLAT AV. | 26B | EXCHA |
| COLLEGE AV. | 28D | EXCHA |
| COLLEGE ST. | 28D | EXCHA |
| COLLINS ST. | 23B, 27B | EXLEY |
| COLLINGSWOOD DR. | 46B | EXLEY |
| COLONIAL DR. | 38A | "E" |
| COLORADO AV. | 28C | "E" |
| COLT RD. | 36A | "F" CI |
| COLUMBIA AV. | 26D | FACTO |
| COLUMBUS DR. | 27D | FAIR S |
| COLLEN DR. | 47A | FAIRE |
| COLONEL ESTILL DR. | 38D | FAIRE |
| COLONY CT. | 47A | FAIRM |
| COMER ST. | 26B | FAIRW |
| COMET AV. | 26D | FALCO |
| COMMERCE ST. | 27B | FALCO |
| COMMERCIAL DR. | 37BD | FALLO |
| COMMODORE CT. | 29D | FALLO |
| COMMODORE DR. | 29C | FALLO |
| COMMONWEALTH AV. | 15A | FARIE |
| COMPTON RD. | 38A | FAT FI |
| CONCORD RD. | 30C | FAYE I |
| CONGRESS ST. | 27A | FAYET |
| CONNECTICUT AV. | 28A | FEELE |
| COOPER ST. | 26D | FELDE |
| COPE ST. | 26B | FELL |
| CORBETT DR. | 26A | FELT |
| CORBELL ST. | 37A | FENN |
| CORBY ST. | 26D | FENW |
| CORINTH AV. | 37D | FERNW |
| CORNELL AV. | 37B | FERQU |
| CORNUS CT. | 38D | FERNW |
| CORNUS DR. | 38D | FERNW |
| CORNWALL ST. | 26B | FERNW |
| CORVAIR AV. | 26D | FERRI |
| COSTA RICA ST. | 28C | FIDDLE |
| COTESBY LN. | 49B | FIDDLE |
| COTESBY LN. | 49B | FIELDS |
| COTTENHAM CIR. | 40D | FINLEY |
| COTTINGHAM RD. | 46B | FIRST / |
| COTTONVALE RD. | 35C | FISHER |
| COTTONG CROSSING | 40D | FISK |
| COUNT ST. | 15D | FITZGE |
| COUNTRY RD. | 28C | FLAGL |
| COUNTRY CLUB DR. | 29C | FLEET |
| COUNTRYSIDE CT. | 38A | FLINT |
| COUNTRYSIDE DR. | 38A | FLOH. |
| COVENTRY ST. | 26B | FLOH. |
| COVENTRY CLOSE | 40D | FLOH. |
| COVE VIEW DR. | 39A | FLOYD |
| COWAN AV. | 36B | FLUKE |
| COYLE ST. | 27A | FLUKE |
| COZY BLUFF RD. | 30D | FORD V |
| CRAIG DR. | 37A | FORD V |
| CRAMER ST. | 38D | FOREST |
| CRANE ST. | 37C | FOREST |
| CRANMAN DR. | 37D | FOREST |
| CRANWOOD LN. | 37A | FOREST |
| CRAWFORD ST. | 36B | FORRE |
| CRAWFORD WY. | 23B | FORSY |
| CRAZY POSSUM LN. | 40D | FORT A |
| CREIGHTON PL. | 37D | FORT III |
| CRESCENT | 29B | FORT III |
| CRESCENT DR. | 28A | FORT I |
| CRESTHILL AV. | 37D | FORT I |

MAP



GARDEN CITY

96 Main Street P.O. Box 7548
Garden City, Georgia 31418-7548
912/964-1711

A G E N D A

Monday, October 7, 1985 - 7:00 P.M.

Presiding - Mayor Ralph O. Kessler

Public Hearing

- approved*
1. ***PC85-16 - Airspace Zoning** - The Airport Commission has requested and the Planning Commission has approved the Airport Airspace Zoning Ordinance which would amend the Garden City Zoning Ordinance. We are enclosing a copy of the advertisement for the public hearing.

Minutes

2. *We are enclosing the minutes for the meeting of September 16, 1985.

Bills

3. We have one bill for Council approval from South Georgia Pump Incorporated for two new chlorinators for \$2,600.

Sanitation & Shop - Mr. Jones

4. **Sanitation Service** - We are almost finished working on the draft contract. We hope to have bids ready for the consideration of Council by the meeting of November 4, 1985.

Streets & Drainage - Mr. Hutcheson

5. ***Culvert Request** - We have received a request from Mr. James G. Ray of 306 Chatham Villa Drive to install a 16 foot long piece of 15 inch diameter concrete pipe in his front ditch. We have enclosed a diagram.
6. **Ditch Cleaning Report.**
7. **8. CUTS Citizens Advisory Committee** - Mr. Ted Romine has accepted the appointment to the CUTS committee. We still have one more opening. Mr. Hutcheson has promised a recommendation.
9. **DOT - City Contract** - We have received two bids for the project to resurface Russell Avenue and a portion of Smith Avenue.

| | |
|----------------------|-------------|
| Road Materials, Inc. | \$27,181.59 |
| APAC-Georgia, Inc. | 23,125.10 |

The engineer's estimate was \$25,378.25. DOT will pay \$14,678.88 of the cost and Garden City will be responsible for \$8,446.22. We will include this amount in our end of year amendments to the 1985 Budget.

10. ***Seventh Street** - Before preparing the notes to be submitted to the residents of Seventh Street, we need direction from Council concerning the front footage charge. We have enclosed a memo with a recommendation.

Public Safety - Mr. Hill

11. ***Alcoholic Beverage Application** - We have received a request from Mr. Joseph J. McCarthy to purchase the Garden City Package Shop. Mr. McCarthy currently operates the business as a manager for someone else. He now wishes to transfer the ownership to his name.
12. **Arrest Warrant System** - Chief Jeff Wood will demonstrate the new arrest warrant system. We now have the computer type up most of our warrants.
13. **Alcoholic Beverage Enforcement Activities** - Chief Wood will make a short report concerning recent efforts of the Police Department to enforce the State Liquor Laws.

Recreation - Mr. Harrell

14. Program Update

Personnel & Finance - Mr. Burnsed

- 15. *Budget Schedule** - We have enclosed the schedule of Committee meetings for the consideration of the 1986 Budget.

Water & Sewer - Mr. Crager

- 16. *Georgia Development Authority** - We have received the final contracts from the Georgia Development Authority and are enclosing a Resolution to authorize Mayor Kessler to sign the contract.

Planning & Administration - Mrs. Dasher

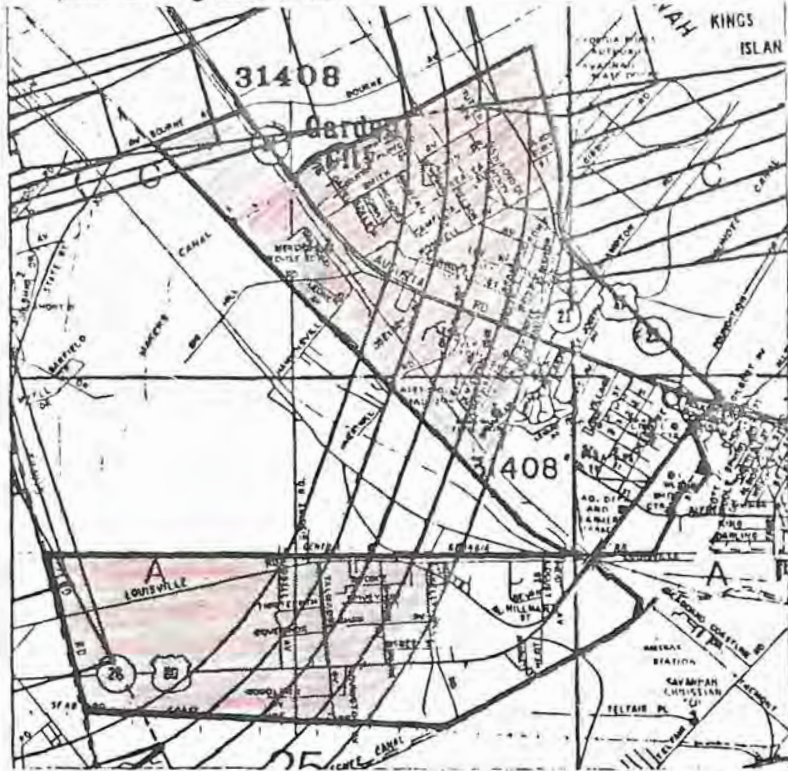
- 17. *Downtown Development Authority** - We have enclosed a Resolution to be submitted to Congress to register our opposition to certain changes in the Federal Tax Code as proposed by President Reagan and Chairman Rostenkowski.
- 18. *Airspace Zoning** - We have enclosed the Ordinance for Airspace Zoning for the Savannah International Airport. It is recommended for First Reading Approval. We will have a bigger map available at the Council Meeting.

Miscellaneous

- 19. Election** - Garden City's biennial election for Mayor and Council is scheduled for Monday, December 2, 1985. The qualifying period begins on October 18th and ends on November 4th. The election includes the Mayor and all seven members of Council.

GARDEN CITY ZONING PUBLIC HEARING

Notice is hereby given that a public hearing will be held at a meeting of the City Council of Garden City on Monday, October 7, 1985 at 7:00 P.M. in City Hall, 96 Main Street. The purpose will be to review the proposed "Savannah International Airport Airspace Zoning Ordinance."



This Ordinance will set height restrictions for a portion of Garden City. The level of the height restrictions varies with the location and the proximity to the airport. Permits will be required for all structures over 75 feet tall (approximately seven stories) and the height restrictions vary from 130 feet (approximately 11 stories) to 400 feet (approximately 33 stories). The affected area of the city is shown on the shaded area of the map. A more detailed map with the actual height restriction zones is available for inspection in the office of the City Administrator.

The Garden City Planning Commission has recommended that this request be approved. All persons whose interest or property rights may be affected are hereby notified of the time and place of said hearing so that they may appear and be heard.

Robert P. Schwartz
City Administrator

DEFINITIONS

AIRPORT means Savannah International Airport.

AIRPORT ELEVATION means the highest point of an airport's usable landing area measured in feet above sea level.

AIRPORT HAZARD means any structure or tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or which is otherwise hazardous to such landing or taking off of aircraft.

AIRPORT HAZARD AREA means any area of land or water upon which an airport hazard might be established, if not prevented in this chapter.

AIRPORT REFERENCE POINT means the point established as the approximate geographic center of the airport landing area and which is so designated on the Savannah International Airport Airspace Zoning Map.

LANDING AREA means the area of the airport used for landing, taking off or taxiing of aircraft.

NONCONFORMING STRUCTURES means any structure, tree or use of land which does not conform to a regulation prescribed in this chapter, or an amendment thereto, as of the effective date of such regulation.

NONPRECISION INSTRUMENT RUNWAY means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which nonprecision approach facilities are planned or indicated on an FAA planning document or military service military airport planning document.

PERSON means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

PRECISION INSTRUMENT RUNWAY means a runway having an instrument approach procedure utilizing an instrument landing system (ILS), a microwave landing system (MLS), or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated in an FAA approved airport layout plan; a military service approved military airport layout plan; or any other FAA planning document, or military service military planning document.

RUNWAY means a defined area on an airport prepared for landing, taking off or taxiing of aircraft.

STRUCTURE means any object, constructed or installed by man, including, but without limitation thereof, buildings, towers, smokestacks, utility pole, and overhead transmission lines.

TREE includes any plant of the vegetable kingdom.

PRIMARY ZONE - An area longitudinally centered on a runway and extending 200 feet each end of that runway. The width of the primary zone is 1,000 feet for a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument runways. No structure or obstruction will be permitted within the primary zone that is not part of the landing and take off facilities and is of a greater height than the nearest point on the runway center line.

APPROACH ZONES - An area longitudinally centered on the extended runway center line and extending outward from each end of the primary zone. An approach zone is designed for each runway based upon the type of approach available or planned for that runway end.

PRECISION INSTRUMENT APPROACH ZONE - An instrument approach zone is established at each end of precision instrument runways. The inner edge of the precision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 16,000 feet at a distance of 50,200 feet beyond each end of the runway.

NONPRECISION INSTRUMENT APPROACH ZONES - Nonprecision instrument approach zones are established at each end of the nonprecision runways. The inner edge of the nonprecision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 4,000 feet for that end of a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths statute miles. This type of approach zone ~~zone~~ extends to a horizontal distance of 10,200 feet beyond each end of the runway.

HORIZONTAL ZONE - A horizontal zone is the area within the perimeter of a horizontal plane that is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is 10,000 feet for all runways at the airport.

The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a 5,000 foot arc is encompassed by tangents connecting two adjacent 10,000 foot arcs, the 5,000 foot arc shall be disregarded on the construction of the perimeter of the horizontal plane. The horizontal zone does not include the precision and nonprecision approach zones, and the transition zones. **150 feet above established airport elevation - SAC 51 feet**

CONICAL ZONE - A conical zone is established as the area that begins at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet. The conical zone does not include the approach zones and transition zones.

PRECISION INSTRUMENT APPROACH ZONE - One (1) foot in height for each fifty (50) feet in horizontal distance, beginning at a point 200 feet from and at the centerline elevation of the end of the instrument runway and extending to a distance of 10,200 feet from the end of the runway; thence one (1) foot in height for each forty (40) feet in horizontal distance to a point 50,200 feet from the end of the runway.

NONPRECISION INSTRUMENT APPROACH ZONE - One (1) foot vertically for each thirty-four (34) feet in horizontal distance, beginning at a point 200 feet from, and at the

centerline elevation of the nonprecision instrument runway and extending to a point 10,200 feet from the end of the runway.

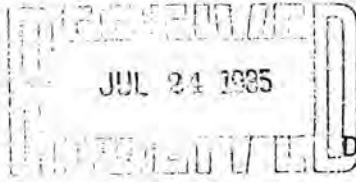
TRANSITIONAL ZONE - This area extending outward from the sides of the primary zone and approach zones connecting them to the horizontal and conical ones. Height limits within the transitional zones are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one (1) foot vertically for every seven (7) feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone or conical zone, or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zone.

CONICAL ZONE - The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structure in the conical zone are 150 feet above the airport height at the inner boundary with permitted height increasing one (1) foot vertically every twenty (20) feet to a height of 350 feet above the airport elevation.

GARDEN CITY

96 Main Street □ P.O. Box 7548
 Garden City, Georgia 31418-7548
 912/964-1711

SAVANNAH AIRPORT COMMISSION



Date: 07/23/85

| | TO | INFO | ACTION |
|-----------------------|----|------|--------|
| Exec. Director | | | |
| Deputy Exec. Dir. | RM | | CC |
| Dep. Dir. Admin./Fin. | | | |
| Accounting | | | |
| Purchasing | | | |
| Deputy Dir. Const. | | | ✓ |
| Chief Architect | | | ✓ |
| Dep. Dir. Eng. | | | ✓ |
| Engr. Administration | | | |
| Deputy Dir. Oper. | | | |
| Deputy Dir. Plan. | | | |
| Director of Planning | | | |
| Admin. Inv. | | | |
| Lease Inv. | | | |
| Current Projects | | | |
| City Council Liaison | | | |
| City Attorney | | | |

By _____
 Mr. Gary Moore, Deputy Director
 Savannah Airport Commission
 P.O. Box 2723
 Savannah, GA 31402-2723

Dear Gary:

As we discussed on Monday, July 22nd, we will place the request of the Airport Commission for Airspace Zoning on the agenda for the next meeting of the Garden City Planning Commission. This meeting will be held on Wednesday, August 14th at 5:30 p.m. in the City Council Chambers at 96 Main Street. We would appreciate it if either you or a representative could be present so that you may answer any questions which the members of the Planning Commission may have. In addition, as we discussed, Dan Coe is going to supply us with fifteen copies of the Garden City map and one copy of the overall airport map.

We are sending a copy of the proposed text for the zoning amendment to our City Attorney, Mr. Charles Sparkman for his review. I have asked him to call you if he has any questions.

Sincerely,

Robert P. Schwartz
 City Administrator

ksb

File copy: Savannah Airport Commission
 PC85-16

July 26, 1985

Mr. Robert P. Schwartz
City Administrator
City of Garden City
96 Main Street
Garden City, Georgia 31408

Re: Height Restriction Ordinance
Savannah International Airport

Dear Mr. Schwartz:

Reference your letter of July 23, 1985, enclosed please find one (1) copy of the Air Space Zoning Ordinance Map and fourteen (14) copies of the Height Restriction Ordinance Map for the City of Garden City.

If you have any questions, please feel free to contact me.

Sincerely,

Eldon E. Davidson
Executive Director

RMB:aac

Enclosures: As Above

cc: Administration/Finance
Engineering (2)

DELIVERED BY HAND

Requirements for notice of construction to be submitted to FAA. FAR PART 77

1. Any items higher than 200' above ground elevation within 3 nautical miles of the airport reference point ARP

2. Any items higher than a plane determined by a 100' to 1' slope starting from the nearest point to any R/W

3. Any item that penetrates the horizontal zone primary surface or clear zone or approach surface

Chairman Calvin Hodges

Tennyson Holder

Atty. Gen. Bob Swartz

Gene Oglesby

recommended & except to adopt ordinance
Present for Meeting

Q - is lighting required

Q - is airspace over property required to be listed on deed.

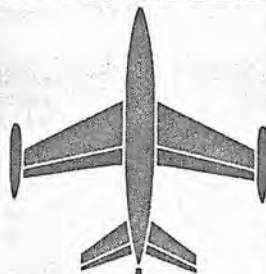


AIRCRAFT SIZE CHART

This Aircraft Size Chart is provided as a service by Pascoe Steel Corporation. It is a guide which will assist you in determining the proper size and type of T-Hangar or Service Hangar best suited for your requirements. Although the dimensions contained in this chart have been carefully compiled for your information, Pascoe Steel Corporation assumes no responsibility of any kind for errors or improper application. When only one model of an aircraft is shown, the largest size aircraft is indicated.

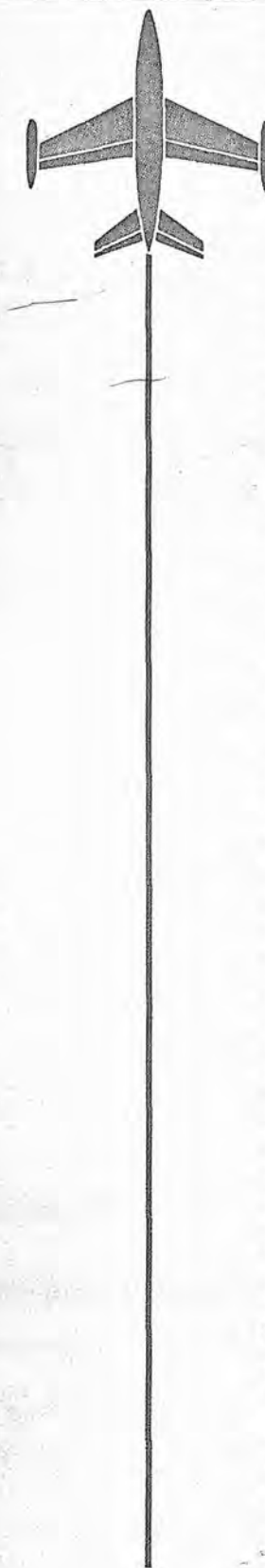
SINGLE ENGINE (Reciprocating):

| Manufacturer and Model | All Dimensions in Feet | | | Min. Size Hangar |
|--|------------------------|-----------------|-----------------|------------------|
| | Wing Span | Over-All Length | Over-All Height | |
| Aerocar 1C | 34.0 | 21.5 | 7.5 | TH-10 |
| Aeronca Chum | 28.6 | 20.0 | 6.2 | TH-10 |
| Aeronca Sedan | 37.5 | 25.25 | 7.0 | TH-20/30 |
| Alon Aircoupe | 30.0 | 30.33 | 6.25 | TH-20/30 |
| Aero Commander 112 | 32.7 | 24.8 | 8.4 | TH-10 |
| Aero Commander 114 | 35.0 | 22.5 | 9.33 | TH-10 |
| Aero Commander 200 | 30.5 | 24.33 | 7.33 | TH-10 |
| Aero Commander Lark | 35.0 | 27.2 | 10.1 | TH-10 |
| Aero Commander Quail | 35.60 | 24.8 | 8.4 | TH-10 |
| Aero Commander Snow S-2D (Thrush) | 44.4 | 29.33 | 8.2 | TH-40 |
| Beechcraft Bonanza A36 | 33.5 | 27.5 | 8.4 | TH-10 |
| Beechcraft Bonanza H35 | 32.8 | 25.2 | 6.6 | TH-10 |
| Beechcraft Bonanza V35B | 33.5 | 26.4 | 7.7 | TH-10 |
| Beechcraft Debonair F33 | 33.5 | 26.75 | 8.25 | TH-10 |
| Beechcraft Musketeer A24, C23 | 32.75 | 25.0 | 8.25 | TH-10 |
| Bellanca 300 Viking (Int'l. Aircraft Mfg., Inc.) | 34.2 | 26.25 | 7.3 | TH-10 |
| Call Air | 35.75 | 23.4 | 6.0 | TH-10 |
| Call Air A-9 and A-9A | 34.75 | 23.4 | 7.2 | TH-10 |
| Call Air B-1 | 44.0 | 30.0 | 8.33 | TH-40 |
| Cessna 150 | 33.1 | 23.9 | 8.5 | TH-10 |
| Cessna 170 | 35.8 | 27.2 | 8.6 | TH-10 |
| Cessna 172 and Skyhawk | 36.8 | 26.9 | 8.8 | TH-10 |
| Cessna 180 | 35.9 | 25.7 | 7.7 | TH-10 |
| Cessna 182 and Skylane | 35.9 | 28.1 | 9.1 | TH-20/30 |
| Cessna 185A Skywagon | 35.9 | 25.7 | 7.7 | TH-10 |
| Cessna 190 and 195 | 35.9 | 28.33 | 9.66 | TH-20/30 |
| Cessna 207 Super Skywagon | 35.9 | 31.8 | 9.5 | TH-20/30 |
| Cessna 210 Centurion | 36.9 | 28.33 | 9.7 | TH-20/30 |
| Cessna Agwagon | 40.3 | 25.5 | 7.33 | TH-40 |
| Champion 7AC Tri-Traveler | 35.2 | 21.5 | 8.75 | TH-10 |
| Champion 7ECA | 33.4 | 22.6 | 6.2 | TH-10 |
| Champion Challenger | 34.5 | 22.1 | 6.66 | TH-10 |
| Champion Champ | 35.2 | 22.5 | 6.8 | TH-10 |
| Champion Lancer | 34.4 | 22.25 | 8.1 | TH-10 |
| Colonial C1 Skimmer | 34.0 | 23.5 | 8.8 | TH-10 |
| DeHavilland Beaver (Amphibious) | 48.0 | 30.33 | 17.6 | — |
| DeHavilland Beaver (Land) | 48.0 | 30.33 | 9.0 | TH-50 |
| DeHavilland Otter (Amphibious) | 58.0 | 41.8 | 20.1 | — |
| DeHavilland Otter (Land) | 58.0 | 41.8 | 20.1 | — |
| Erco Ercoupe-415 | 30.0 | 20.75 | 6.0 | TH-10 |
| Fairchild 24 | 36.33 | 25.9 | 7.66 | TH-10 |
| Fleet Super-V | 33.4 | 25.2 | 6.5 | TH-10 |
| Fletcher FU-24A | 42.0 | 30.8 | 9.33 | TH-40 |
| Globe Swift | 29.33 | 20.9 | 5.9 | TH-10 |
| Grumman Ag-Cat | 35.66 | 24.2 | 10.6 | TH-20/30 |
| Grumman Tiger | 31.5 | 22.0 | 7.7 | TH-10 |
| Helio Courier H395 | 39.0 | 30.0 | 8.8 | TH-20/30 |
| Helio Courier, Mark II H-250 | 39.0 | 31.5 | 8.8 | TH-20/30 |
| Helio Super Courier H-295 | 39.0 | 31.0 | 8.8 | TH-20/30 |
| Lake LA-4 Amphibian | 38.0 | 24.9 | 9.33 | TH-20/30 |
| Luscombe 8-E | 35.0 | 20.0 | 6.25 | TH-10 |
| Luscombe 11-A | 31.0 | 23.0 | 5.2 | TH-10 |
| Meyers 200B | 30.5 | 24.3 | 8.5 | TH-10 |
| Mooney Aircraft Inc. (All Thru M20F) | 35.0 | 24.0 | 8.3 | TH-10 |



SINGLE ENGINE (Reciprocating):

| Manufacturer and Model | All Dimensions in Feet | | | |
|-------------------------------------|------------------------|-----------------|-----------------|------------------|
| | Wing Span | Over-All Length | Over-All Height | Min. Size Hangar |
| Piper Aircraft, J3 | 35.2 | 22.25 | 6.66 | TH-10 |
| Piper Aircraft, PA-18 | 35.3 | 22.5 | 6.7 | TH-10 |
| Piper Aircraft, Arrow | 36.0 | 25.66 | 8.25 | TH-10 |
| Piper Aircraft, Cherokee 140D | 30.0 | 23.33 | 7.33 | TH-10 |
| ✓ Piper Aircraft, Cherokee 180F | 36.0 | 23.25 | 7.25 | TH-10 |
| Piper Aircraft, Cherokee 235E | 32.0 | 24.1 | 7.5 | TH-10 |
| Piper Aircraft, Cherokee 300 | 32.8 | 27.7 | 8.2 | TH-10 |
| Piper Aircraft, Cherokee Six | 32.8 | 27.66 | 7.9 | TH-10 |
| ✓ Piper Aircraft, Colt-22 | 30.0 | 20.0 | 6.25 | TH-10 |
| Piper Aircraft, Colt 108 | 30.0 | 20.0 | 6.25 | TH-10 |
| Piper Aircraft, Comanche 250 | 35.2 | 24.6 | 8.0 | TH-10 |
| ✓ Piper Aircraft, Lance 300 | 32.8 | 27.7 | 9.0 | TH-10 |
| Piper Aircraft, Pawnee | 36.5 | 24.60 | 7.25 | TH-10 |
| Piper Aircraft, Super Cub | 35.25 | 22.60 | 6.6 | TH-10 |
| Piper Aircraft, Super Cub Sea Plane | 35.25 | 23.75 | 8.8 | TH-10 |
| Piper Aircraft, Tri-pacer PA-22 | 29.4 | 20.4 | 6.2 | TH-10 |
| ✓ Piper Aircraft, Warrior 151 | 35.0 | 23.8 | 7.3 | TH-10 |
| Ryan, Navion | 33.25 | 27.25 | 8.66 | TH-10 |
| Ryan, Rangemaster | 34.5 | 27.5 | 8.5 | TH-10 |
| Stits, Skycoupe 9-A | 28.6 | 19.2 | 8.9 | TH-10 |
| Republic, Seabee | 37.66 | 27.9 | 10.1 | TH-20/30 |
| Taylorcraft, Ranchwagon | 34.66 | 24.33 | 7.0 | TH-10 |
| Volaircraft, Volair 10 | 35.0 | 22.8 | 9.5 | TH-10 |
| Wren, 460 | 36.6 | 27.33 | 9.0 | TH-10 |
| Windecker Eagle | 32.0 | 28.5 | 9.5 | TH-10 |



TWIN ENGINE (Reciprocating):

| | | | | |
|---|--------|-------|-------|----------|
| Aerostar 200/201 | 35.0 | 23.1 | 8.4 | TH-20/30 |
| Aerostar 220 | 35.0 | 24.0 | 8.4 | TH-20/30 |
| Aerostar 600/601 | 34.1 | 34.75 | 12.1 | TH-40 |
| Aerostar 600P | 36.7 | 34.8 | 12.1 | TH-40 |
| Beechcraft E-18 and Super 18 | 49.66 | 35.2 | 9.5 | TH-50 |
| ✓ Beechcraft Baron E55, 56TC, 58, 58P, 58TC | 37.8 | 29.8 | 9.6 | TH-20/30 |
| Beechcraft Duke B60 | 39.2 | 33.8 | 12.3 | TH-40 |
| Beechcraft Travel Air | 37.8 | 25.3 | 9.5 | TH-20/30 |
| Beechcraft Twin Bonanza | 45.9 | 31.5 | 11.33 | TH-50 |
| Beechcraft Twin Bonanza D-50 and E-50 | 45.25 | 31.5 | 11.33 | TH-50 |
| Beechcraft Queen Air 65 | 45.8 | 33.33 | 14.2 | TH-50 |
| Beechcraft Queen Air B80 | 50.2 | 35.5 | 14.7 | TH-50 |
| Business Aircraft H-250 | 68.6 | 55.4 | 11.8 | * |
| Business Aircraft BA-400A | 55.5 | 68.25 | 13.6 | * |
| ✓ Cessna 310 Series | 36.9 | 31.9 | 10.7 | TH-20/30 |
| ✓ Cessna 402 thru 411 | 41.3 | 39.5 | 13.1 | TH-40 |
| Cessna 414P | 39.8 | 33.7 | 11.8 | TH-40 |
| ✓ Cessna 421C | 44.1 | 36.3 | 11.5 | TH-40 |
| Cessna Sky Knight Turbo Executive | 36.9 | 29.9 | 9.0 | TH-20/30 |
| Cessna Skymaster | 38.0 | 29.75 | 9.0 | TH-20/30 |
| Convair 440 | 105.25 | 81.5 | 28.1 | * |
| DeHavilland DHC-4A Caribou | 95.6 | 72.6 | 31.8 | * |
| DeHavilland Dove | 57.0 | 39.25 | 13.33 | * |
| Douglas DC-3 | 95.0 | 64.5 | 16.9 | * |
| Dumod Infinite II | 47.6 | 43.4 | 9.75 | TH-50 |
| Fairchild Hiller Turbo Porter | 49.8 | 36.0 | 10.0 | TH-50 |
| Helio Stallion H-550A | 41.75 | 39.75 | 9.25 | TH-50 |
| Lockheed Learstar MK-1 | 65.5 | 51.0 | 11.75 | * |
| Lockheed Super Ventura | 62.0 | 57.2 | 13.33 | * |
| Martin 202 | 93.25 | 71.33 | 28.4 | * |
| Martin 404 | 93.25 | 74.6 | 28.4 | * |
| On Mark Marketeer | 70.0 | 53.5 | 18.5 | * |
| On Mark Marksman | 71.5 | 53.5 | 18.5 | * |
| Pacific Airmotive Standard Tradewind | 47.33 | 37.75 | 13.66 | TH-50 |

*Use Clearspan Service Hangars

TWIN ENGINE (Reciprocating):

| Manufacturer and Model | All Dimensions in Feet | | | Min. Size Hangar |
|--|------------------------|-----------------|-----------------|------------------|
| | Wing Span | Over-All Length | Over-All Height | |
| Piper Apache 235 | 37.0 | 27.5 | 10.5 | TH-20/30 |
| Piper Aztec B-E-Turbo | 37.25 | 31.2 | 10.0 | TH-40 |
| Piper Navajo | 40.66 | 32.6 | 13.0 | TH-50 |
| Piper Navajo-P | 40.66 | 34.7 | 13.0 | TH-50 |
| ✓ Piper Seneca 2 | 38.9 | 28.5 | 9.9 | TH-40 |
| • Piper Twin Comanche | 36.66 | 25.2 | 8.2 | TH-20/30 |
| Riley Turbo Executive 400 | 57.0 | 41.9 | 13.33 | * |
| Riley Turbo Rocket | 35.75 | 29.5 | 10.5 | TH-20/30 |
| Riley Twin Navion | 34.0 | 27.2 | 10.33 | TH-20/30 |
| Rinaldo Piaggio P166B "Portofino" | 46.75 | 39.0 | 16.4 | * |
| Rinaldo Piaggio P166C "Portofino" | 47.25 | 39.0 | 16.4 | * |
| Rockwell Commander 500 Series (all) & 680E | 49.0 | 36.8 | 14.5 | TH-50 |
| Rockwell Commander 685 | 46.6 | 42.9 | 14.8 | TH-50 |
| Rockwell Commander 700 | 42.4 | 39.3 | 12.7 | TH-50 |
| Rockwell Commander Grand Commander | 49.5 | 41.3 | 14.5 | TH-50 |
| Swearingen Excalibur | 45.9 | 31.5 | 11.5 | TH-50 |
| Swearingen Excalibur 800 | 45.9 | 31.5 | 11.5 | TH-50 |
| Swearingen Queen Air 800 | 45.8 | 33.25 | 14.2 | TH-50 |
| Trecker Royal Gull | 44.4 | 35.4 | 11.5 | TH-50 |
| Wing Aircraft Co. Derringer | 30.0 | 23.0 | 8.0 | TH-10 |



FOUR ENGINE (Reciprocating):

| | | | | |
|--|--------|--------|-------|---|
| Boeing Aircraft Stratocruiser | 141.25 | 110.33 | 38.25 | * |
| Douglas Aircraft DC-4 | 117.5 | 93.9 | 27.6 | * |
| Douglas Aircraft DC-6 | 117.5 | 100.6 | 28.66 | * |
| Douglas Aircraft DC-6A and DC-6B | 117.5 | 105.6 | 28.66 | * |
| Douglas Aircraft DC-7 and DC-7B | 117.5 | 103.9 | 28.6 | * |
| Douglas Aircraft DC-7C | 127.5 | 112.25 | 30.75 | * |
| Lockheed Super Constellations 1048G, 1049, 1049A, 1049E, 1049H, 1649A | 123.0 | 113.6 | 24.75 | * |
| Riley Heron | 71.0 | 48.5 | 15.6 | * |

TURBO-PROP:

| | | | | |
|---|-------|-------|-------|-------|
| Aero Commander Turbo Commander | 49.5 | 41.25 | 14.5 | TH-50 |
| Beechcraft Airliner 99A | 45.9 | 44.6 | 14.5 | * |
| Beechcraft King Air A100 | 45.9 | 35.25 | 14.66 | TH-50 |
| DeHavilland Buffalo | 96.0 | 77.33 | 28.66 | * |
| DeHavilland Turbo Beaver (Single Turbine) | 48.0 | 35.25 | 11.0 | TH-50 |
| DeHavilland Twin Otter | 65.6 | 49.5 | 18.6 | * |
| Fairchild F-27 | 95.0 | 77.2 | 27.5 | * |
| Fairchild Hiller FH-227 | 95.2 | 83.60 | 27.5 | * |
| ✓ Grumman Gulfstream | 78.33 | 64.0 | 22.9 | * |
| Lockheed 188A Electra | 99.0 | 104.6 | 34.1 | * |
| Mooney MU-2 | 38.75 | 33.25 | 13.0 | TH-50 |
| Pacific Airmotive Turbo Tradewind | 47.25 | 37.75 | 13.66 | TH-50 |
| Pacific Airmotive Super Turbo Tradewind | 49.60 | 37.75 | 13.66 | TH-50 |
| Piper Navajo | 40.66 | 32.9 | 13.33 | TH-50 |
| Swearingen Aircraft Merlin IIA | 45.9 | 40.1 | 14.4 | TH-50 |
| Swearingen Merlin II | 45.9 | 40.1 | 14.4 | TH-50 |
| Vanguard | 118.0 | 122.9 | 35.2 | * |
| Viscount 700 | 93.66 | 81.2 | 26.75 | * |
| Viscount 800, 810 and 840 | 94.0 | 85.66 | 26.75 | * |
| Volpar Turbo 18 | 46.0 | 48.33 | 9.6 | * |

JETS: (Pascoe hangars are available for this classification of aircraft. Contact your local Pascoe Builder or one of the sales offices identified on Page 4.)

| | | | | |
|---|-------|-------|-------|--|
| A300 - 4 thru 10 | 144.0 | 203.0 | 56.7 | |
| A300 - 11 | 165.0 | 150.0 | 56.7 | |
| American Aircraft Inc. 500 (Single Jet) | 37.75 | 36.0 | 10.75 | |
| American Aircraft Inc. 800 (Single Jet) | 40.0 | 41.6 | 13.25 | |
| American Aircraft Inc. 850 | 40.0 | 42.75 | 14.66 | |

*Use Clearspan Service Hangars

JETS:

| Manufacturer and Model | All Dimensions in Feet | | | Min. Size Hangar |
|---|------------------------|-----------------|-----------------|---|
| | Wing Span | Over-All Length | Over-All Height | |
| BAC III - 200 - 400 | 88.5 | 93.4 | 24.5 | (Pascoe hangars are available for this classification of aircraft. Contact your local Pascoe Builder or one of the sales offices identified on Page 4.) |
| Beechcraft MS-760 | 33.33 | 32.9 | 8.5 | |
| Boeing Aircraft Co. 707-120 and 707-220 | 130.9 | 145.1 | 42.0 | |
| Boeing Aircraft Co. 707-123B | 130.9 | 145.1 | 41.5 | |
| Boeing Aircraft Co. 707-300 and 400-420 | 142.6 | 152.9 | 41.7 | |
| Boeing Aircraft Co. 707-320 and 707-420 | 141.5 | 146.60 | 36.9 | |
| Boeing Aircraft Co. 707-320B and 707-320C | 145.5 | 152.9 | 42.5 | |
| Boeing Aircraft Co. 720 and 720B | 130.8 | 136.7 | 40.5 | |
| Boeing Aircraft Co. 727-100 | 108.0 | 133.1 | 34.5 | |
| Boeing Aircraft Co. 727-200 | 108.0 | 153.1 | 34.5 | |
| Boeing Aircraft Co. 737-100 | 93.0 | 94.0 | 37.0 | |
| Boeing Aircraft Co. 737-200 | 93.0 | 100.0 | 37.0 | |
| Boeing Aircraft Co. 747 | 195.66 | 231.33 | 63.5 | |
| Boeing Aircraft Co. 747SP | 195.66 | 176.7 | 63.5 | |
| Cessna Citation 500 | 43.9 | 43.5 | 14.4 | |
| Concorde | 83.8 | 191.1 | 38.0 | |
| Convair 880 | 120.0 | 129.33 | 36.0 | |
| Convair 990 | 120.0 | 139.2 | 39.5 | |
| Comet Series 4A | 114.8 | 118.0 | 29.5 | |
| DeSault Fan Jet Falcon | 50.5 | 31.0 | 18.0 | |
| Douglas DC-8-10 thru 50 | 142.3 | 150.66 | 42.6 | |
| Douglas DC-8-61-62-63 | 148.5 | 187.4 | 42.6 | |
| Douglas DC-9-10 | 93.3 | 104.4 | 27.4 | |
| Douglas DC-9-20 | 93.3 | 104.4 | 27.5 | |
| Douglas DC-9-30 | 93.3 | 119.3 | 28.0 | |
| Douglas DC-9-40 | 93.3 | 125.6 | 28.0 | |
| Douglas DC-9-50 | 93.3 | 133.5 | 28.0 | |
| Douglas DC-10-10 | 155.33 | 182.3 | 58.5 | |
| Douglas DC-10-20-30-40 | 165.3 | 182.6 | 58.5 | |
| Fairchild F-27 thru 227E | 95.2 | 83.1 | 27.5 | |
| Falcon | 50.4 | 56.25 | 17.5 | |
| Gates Aircraft Lear Jet 24-D | 35.6 | 43.25 | 12.25 | |
| Gates Aircraft Lear Jet 25B, C | 35.6 | 43.6 | 12.25 | |
| Grumman G-2 | 71.7 | 79.9 | 24.5 | |
| Hamburger Flugzeugbau GmbH HFB-320 Hansa | 47.5 | 54.5 | 16.2 | |
| Hawker Siddeley 125 | 47.0 | 47.4 | 17.25 | |
| Lear Star 600 | 53.0 | 63.0 | 18.0 | |
| Lockheed 1011-100 thru 500 | 155.3 | 177.7 | 55.3 | |
| Lockheed C-5A | 222.7 | 247.8 | 65.1 | |
| Lockheed C-141 | 160.8 | 145.0 | 39.3 | |
| Lockheed Jet Star | 54.4 | 60.4 | 20.33 | |
| Morane-Saulnier MS-760 | 34.0 | 34.0 | 9.5 | |
| North American Sabreliner-60-75A | 44.5 | 47.2 | 17.25 | |
| Rinaldo Piaggio, Piaggio-Douglas PD-808 | 40.66 | 41.6 | 14.8 | |
| West Wind 1124 (Formerly Jet Commander) | 44.7 | 52.3 | 15.9 | |
| HELICOPTERS: | | | | |
| Brantly B2B | 23.75 | 21.95 | 6.75 | |
| Brantly 305 | 28.5 | 21.9 | 7.8 | |
| Fairchild Hiller FH-1100 | 35.2 | 39.75 | 11.9 | |
| Fairchild Hiller UH-12E | 35.5 | 40.66 | 10.1 | |
| Fairchild Hiller UH-12L | 35.4 | 40.66 | 10.1 | |
| Hughes Tool Company 300 | 25.33 | 22.33 | 8.33 | |
| Hughes Tool Company 500 | 26.33 | 30.33 | 8.2 | |
| Scheutzwow Helicopter Corp. B | 27.0 | 23.66 | 8.2 | |



PASCOE STEEL CORPORATION
 1301 EAST LEXINGTON AVENUE P.O. BOX 2628 POMONA, CALIFORNIA 91766
 1724 NORTHSIDE INDUSTRIAL BLVD. P.O. BOX 1098 COLUMBUS, GA. 31902
 GROH DRIVE P.O. BOX 619 WATHENA, KANSAS 66090



APPENDIX 11. CURRENT AIRCRAFT ARRANGED BY AIRCRAFT MANUFACTURER, APPROACH SPEED,
AND WINGSPAN

CURRENT AIRCRAFT ARRANGED BY MANUFACTURER

| Aircraft | Appch | Wingspan | | Length | | Tail | | Maximum | |
|---------------------------|-------|----------|--------|--------|--------|------|--------|---------|---------|
| | Speed | Feet | Meters | Feet | Meters | Feet | Meters | Takeoff | Weight |
| | Knots | | | | | | | Lbs | Kg |
| A-300 Airbus | 132 | 147.1 | 44.8 | 175.9 | 53.6 | 54.2 | 16.5 | 429,900 | 194,999 |
| A-310 Airbus | 125 | 144.0 | 43.9 | 154.9 | 47.2 | 51.9 | 15.8 | 288,000 | 130,635 |
| Aeritalia G-222 | 109 | 94.5 | 28.8 | 79.2 | 24.1 | 38.5 | 11.7 | 58,422 | 26,500 |
| Ahrens 404 | 98 | 66.0 | 20.1 | 52.8 | 16.1 | 17.5 | 5.3 | 17,000 | 7,711 |
| AIDX-XC-2 | 86 | 81.7 | 24.9 | 65.9 | 20.1 | 25.3 | 7.7 | 25,000 | 11,340 |
| Air Metal C-111 | 96 | 63.0 | 19.2 | 55.2 | 16.8 | 21.0 | 6.4 | 18,629 | 8,450 |
| AJI Hustler | 98 | 34.3 | 10.5 | 41.0 | 12.5 | 13.1 | 4.0 | 9,500 | 4,309 |
| Antonov AN-10 | 126 | 124.8 | 38.0 | 121.4 | 37.0 | 32.2 | 9.8 | 121,500 | 55,111 |
| Antonov AN-12 | 127 | 124.8 | 38.0 | 109.0 | 33.2 | 34.6 | 10.5 | 134,480 | 60,999 |
| Antonov AN-14 | 52 | 72.1 | 22.0 | 37.5 | 11.4 | 15.2 | 4.6 | 7,935 | 3,599 |
| Antonov AN-22 | 140* | 211.3 | 64.4 | 189.6 | 57.8 | 41.2 | 12.6 | 551,160 | 250,002 |
| Antonov AN-24 | 119 | 95.8 | 29.2 | 77.2 | 23.5 | 27.3 | 8.3 | 48,060 | 21,800 |
| Antonov AN-26 | 121 | 95.8 | 29.2 | 78.1 | 23.8 | 28.1 | 8.6 | 52,920 | 24,004 |
| Antonov AN-28 | 88 | 72.4 | 22.1 | 42.6 | 13.0 | 15.1 | 4.6 | 13,450 | 6,101 |
| Antonov AN-30 | 112 | 96.4 | 29.4 | 80.1 | 24.4 | 27.3 | 8.3 | 51,040 | 23,151 |
| Antonov AN-72 | 89* | 84.8 | 25.8 | 87.1 | 26.5 | 27.0 | 8.2 | 63,935 | 29,000 |
| AW-650 Argosy | 123 | 115.0 | 35.1 | 89.8 | 27.4 | 29.3 | 8.9 | 93,000 | 42,184 |
| AW-660 Argosy | 113 | 115.0 | 35.1 | 89.1 | 27.2 | 27.0 | 8.2 | 97,000 | 43,998 |
| BAC-111-200 | 129 | 88.5 | 27.0 | 93.5 | 28.5 | 24.5 | 7.5 | 79,000 | 35,834 |
| BAC-111-300 | 128 | 88.5 | 27.0 | 93.5 | 28.5 | 24.5 | 7.5 | 88,500 | 40,143 |
| BAC-111-400 | 137 | 88.6 | 27.0 | 93.5 | 28.5 | 24.6 | 7.5 | 88,500 | 40,143 |
| BAC-111-475 | 135 | 93.5 | 28.5 | 93.5 | 28.5 | 24.5 | 7.5 | 98,500 | 44,679 |
| BAC-111-500 | 144 | 93.5 | 28.5 | 107.0 | 32.6 | 24.5 | 7.5 | 104,500 | 47,400 |
| Beech Baron B55 | 90 | 37.8 | 11.5 | 28.0 | 8.5 | 9.6 | 2.9 | 5,100 | 2,313 |
| Beech Baron E55 | 88 | 37.8 | 11.5 | 29.9 | 9.1 | 9.1 | 2.8 | 5,300 | 2,404 |
| Beech Baron 58 | 96 | 37.8 | 11.5 | 29.9 | 9.1 | 9.5 | 2.8 | 5,400 | 2,449 |
| Beech Baron 58P | 101 | 37.8 | 11.5 | 29.9 | 9.1 | 9.1 | 2.7 | 6,200 | 2,812 |
| Beech Baron 58TC | 101 | 37.8 | 11.5 | 29.9 | 9.1 | 9.1 | 2.7 | 6,200 | 2,812 |
| Beech Bonanza A36 | 72 | 33.5 | 10.2 | 27.5 | 8.3 | 8.4 | 2.5 | 3,600 | 1,632 |
| Beech Bonanza B36TC | 75 | 37.8 | 11.5 | 27.5 | 8.3 | 8.4 | 2.5 | 3,850 | 1,723 |
| Beech Bonanza F33A | 70 | 33.5 | 10.2 | 26.7 | 8.1 | 8.3 | 2.5 | 3,400 | 1,542 |
| Beech Bonanza V35B | 70 | 33.5 | 10.2 | 26.4 | 8.0 | 7.6 | 2.3 | 3,400 | 1,542 |
| Beech C99 Airliner | 107 | 45.9 | 13.9 | 44.5 | 13.5 | 14.4 | 4.3 | 11,300 | 5,125 |
| Beech Duchess 76 | 76 | 38.0 | 11.5 | 29.0 | 8.8 | 9.5 | 2.9 | 3,900 | 1,769 |
| Beech Duke B60 | 98 | 39.3 | 11.9 | 33.8 | 10.3 | 12.3 | 3.7 | 6,775 | 3,073 |
| Beech E-18 | 87 | 49.2 | 15.0 | 35.1 | 10.7 | 10.5 | 3.2 | 8,750 | 3,969 |
| Beech King Air B100 | 111 | 45.9 | 13.9 | 39.9 | 12.1 | 15.4 | 4.6 | 11,800 | 5,352 |
| Beech King Air C90-1 | 100 | 50.3 | 15.3 | 35.5 | 10.8 | 14.3 | 4.3 | 9,650 | 4,377 |
| Beech King Air F90 | 108 | 45.9 | 13.9 | 39.8 | 12.1 | 15.1 | 4.6 | 10,950 | 4,966 |
| Beech Sierra C24R | 70 | 32.8 | 9.9 | 25.8 | 7.8 | 8.1 | 2.4 | 2,750 | 1,247 |
| Beech Skipper 77 | 63 | 30.0 | 9.1 | 24.0 | 7.3 | 6.9 | 2.1 | 1,675 | 759 |
| Beech Sundowner C23 | 68 | 32.8 | 9.9 | 25.8 | 7.8 | 8.3 | 2.5 | 2,450 | 1,111 |
| Beech Super King Air B200 | 103 | 54.5 | 16.6 | 43.8 | 13.3 | 15.0 | 4.5 | 12,500 | 5,670 |
| Beech 1900 Airliner | 120* | 54.5 | 16.6 | 57.8 | 17.6 | 14.9 | 4.5 | 15,245 | 6,915 |
| BN-2A Trislander | 65 | 53.0 | 16.2 | 49.3 | 15.0 | 14.2 | 4.3 | 10,000 | 4,536 |
| Boeing B-52 | 141* | 185.0 | 56.4 | 157.6 | 48.0 | 40.8 | 12.4 | 488,000 | 221,353 |

| Aircraft | Appch | Wingspan | | Length | | Tail | | Maximum | |
|---------------------|-------|----------|--------|--------|--------|--------|--------|---------|---------|
| | Speed | | | | | Height | | Takeoff | Weight |
| | Knots | Feet | Meters | Feet | Meters | Feet | Meters | Lbs | Kg |
| Boeing E-3 | 137 | 145.9 | 44.5 | 153.0 | 46.6 | 42.0 | 12.8 | 325,000 | 147,418 |
| Boeing E-4 | 152 | 195.7 | 59.6 | 231.8 | 70.7 | 64.7 | 19.7 | 830,000 | 376,482 |
| Boeing YC-14 | 89 | 129.0 | 39.3 | 131.7 | 40.1 | 48.3 | 14.7 | 237,000 | 107,501 |
| Boeing 377 | 105 | 141.3 | 43.1 | 110.3 | 33.6 | 38.3 | 11.7 | 145,800 | 66,134 |
| Boeing 707-100 | 139 | 130.8 | 39.9 | 145.1 | 44.2 | 41.7 | 12.7 | 528,000 | 239,497 |
| Boeing 707-200 | 145 | 130.8 | 39.9 | 145.1 | 44.2 | 41.7 | 12.7 | 258,000 | 117,027 |
| Boeing 707-320 | 139 | 145.5 | 44.3 | 152.9 | 46.6 | 42.2 | 12.9 | 316,000 | 143,335 |
| Boeing 707-320B | 136 | 145.5 | 44.3 | 152.9 | 46.6 | 42.2 | 12.9 | 336,000 | 152,407 |
| Boeing 707-420 | 132 | 145.5 | 44.3 | 152.9 | 46.6 | 42.2 | 12.9 | 316,000 | 143,335 |
| Boeing 720 | 133 | 130.8 | 39.9 | 136.7 | 41.7 | 41.5 | 12.6 | 230,000 | 104,326 |
| Boeing 720B | 137 | 130.8 | 39.9 | 136.7 | 41.7 | 41.2 | 12.6 | 235,000 | 106,594 |
| Boeing 727-100 | 125 | 107.9 | 32.9 | 133.2 | 40.6 | 34.3 | 10.5 | 170,000 | 77,111 |
| Boeing 727-200 | 138 | 107.9 | 32.9 | 153.2 | 46.7 | 34.9 | 10.6 | 210,000 | 95,254 |
| Boeing 737 | 137 | 93.0 | 28.3 | 94.0 | 28.7 | 37.2 | 11.3 | 116,000 | 52,617 |
| Boeing 747 | 152 | 195.7 | 59.6 | 231.8 | 70.7 | 64.7 | 19.7 | 830,000 | 376,482 |
| Boeing 747-SP | 140 | 195.7 | 59.6 | 184.7 | 56.3 | 65.8 | 20.1 | 686,000 | 311,164 |
| Boeing 747-SR | 141 | 195.7 | 59.6 | 231.8 | 70.7 | 65.5 | 20.0 | 603,000 | 273,516 |
| Boeing 757 | 135 | 124.5 | 37.9 | 154.6 | 47.1 | 44.5 | 13.6 | 220,000 | 99,790 |
| Boeing 767 | 130 | 156.3 | 47.6 | 159.1 | 48.5 | 52.0 | 15.8 | 300,000 | 136,078 |
| Boeing 777 | 145 | 155.0 | 47.2 | 181.5 | 55.3 | 44.8 | 13.7 | 380,000 | 172,365 |
| Breguet FAL-10 | 104 | 42.9 | 13.1 | 45.5 | 13.9 | 15.1 | 4.6 | 18,740 | 8,500 |
| Breguet FAL-20 | 107 | 53.5 | 16.3 | 56.3 | 17.2 | 17.4 | 5.3 | 28,660 | 13,000 |
| Breguet FAL-50 | 113 | 61.9 | 18.9 | 60.8 | 18.5 | 22.9 | 7.0 | 38,480 | 17,454 |
| Breguet 1150 | 130* | 119.1 | 36.3 | 104.2 | 31.8 | 37.2 | 11.3 | 95,900 | 43,500 |
| Breguet 200 | 117 | 104.8 | 31.9 | 134.4 | 41.0 | 37.3 | 11.4 | 154,323 | 70,000 |
| Breguet 914S | 59 | 76.7 | 23.4 | 77.9 | 23.7 | 31.7 | 9.7 | 26,500 | 12,020 |
| Bristol Britannia | 117 | 142.2 | 43.3 | 124.2 | 37.9 | 37.5 | 11.4 | 185,000 | 83,915 |
| Canadair CL-44 | 123 | 142.3 | 43.4 | 136.8 | 41.7 | 38.6 | 11.8 | 210,500 | 95,481 |
| Canadair CL-600 | 125 | 61.8 | 18.8 | 68.4 | 20.8 | 20.7 | 6.3 | 32,500 | 14,742 |
| Casa C-207A Azor | 102 | 91.2 | 27.8 | 68.4 | 20.8 | 25.4 | 7.7 | 36,400 | 16,511 |
| Casa C-212 Aviocar | 81 | 62.3 | 19.0 | 50.0 | 15.2 | 21.0 | 6.4 | 13,889 | 6,300 |
| Cessna Citation I | 108 | 47.1 | 14.4 | 43.5 | 13.3 | 14.3 | 4.4 | 11,850 | 5,375 |
| Cessna Citation II | 108 | 51.6 | 15.7 | 47.2 | 14.4 | 14.8 | 4.5 | 13,300 | 6,033 |
| Cessna Citation III | 114 | 50.6 | 15.4 | 51.6 | 15.7 | 17.0 | 5.2 | 17,000 | 7,711 |
| Cessna-150 | 55 | 33.3 | 10.1 | 24.1 | 7.3 | 8.5 | 2.6 | 1,670 | 757 |
| Cessna-177 | 64 | 35.5 | 10.8 | 27.2 | 8.3 | 8.6 | 2.6 | 2,500 | 1,134 |
| Cessna-402 | 95 | 44.1 | 13.4 | 36.3 | 11.1 | 11.4 | 3.5 | 6,850 | 3,107 |
| Cessna-404 | 92 | 46.3 | 14.1 | 39.5 | 12.0 | 13.3 | 4.1 | 8,450 | 3,833 |
| Cessna-414 | 94 | 44.1 | 13.4 | 36.4 | 11.1 | 11.5 | 3.5 | 6,785 | 3,078 |
| Cessna-421 | 96 | 41.1 | 12.5 | 36.4 | 11.1 | 12.9 | 3.9 | 7,500 | 3,402 |
| Cessna-441 | 100 | 49.3 | 15.0 | 39.0 | 11.9 | 13.1 | 4.0 | 9,850 | 4,468 |
| Concorde | 162 | 83.8 | 25.5 | 203.8 | 62.1 | 40.0 | 12.2 | 408,000 | 185,066 |
| Convair 240 | 107 | 91.8 | 28.0 | 74.7 | 22.8 | 26.9 | 8.2 | 41,790 | 18,956 |
| Convair 340 | 104 | 105.6 | 32.2 | 79.2 | 24.1 | 28.2 | 8.6 | 47,000 | 21,319 |
| Convair 440 | 106 | 105.3 | 32.1 | 79.2 | 24.1 | 28.2 | 8.6 | 49,100 | 22,271 |
| Convair 580 | 107 | 105.3 | 32.1 | 81.5 | 24.8 | 29.1 | 8.9 | 54,600 | 24,766 |
| Convair 880 | 155 | 120.0 | 36.6 | 129.3 | 39.4 | 36.3 | 11.1 | 193,000 | 87,543 |
| Convair 990 | 156 | 120.0 | 36.6 | 139.2 | 42.4 | 39.5 | 12.0 | 253,000 | 114,759 |
| DeH Comet 4C | 108 | 114.9 | 35.0 | 118.0 | 36.0 | 29.5 | 9.0 | 162,000 | 73,482 |
| DeH Dash 7 | 83 | 93.0 | 28.3 | 80.7 | 24.6 | 26.2 | 8.0 | 44,000 | 19,958 |
| DeH DHC-2 | 50 | 48.0 | 14.6 | 30.3 | 9.2 | 9.0 | 2.7 | 5,100 | 2,313 |

| Aircraft | Appch Speed Knots | Wingspan | | Length | | Tail Height | | Maximum Takeoff Weight | |
|--------------------|-------------------------|----------|--------|--------|--------|----------------|--------|---------------------------|---------|
| | | Feet | Meters | Feet | Meters | Feet | Meters | Lbs | Kg |
| DeH DHC-4 | 77 | 95.6 | 29.1 | 72.6 | 22.1 | 31.8 | 9.7 | 28,500 | 12,927 |
| DeH DHC-5 | 91 | 96.0 | 29.3 | 79.0 | 24.1 | 28.7 | 8.7 | 49,200 | 22,317 |
| DeH DHC-6 | 75 | 65.0 | 19.8 | 51.8 | 15.8 | 19.5 | 5.9 | 12,500 | 5,670 |
| DeH Dove-104 | 84 | 57.0 | 17.4 | 39.5 | 12.0 | 13.3 | 4.1 | 8,950 | 4,060 |
| DeH Heron-114 | 85 | 71.5 | 21.8 | 45.5 | 13.9 | 15.6 | 4.8 | 13,500 | 6,123 |
| DeH Trident 121-2 | 137 | 95.0 | 29.0 | 114.8 | 35.0 | 27.0 | 8.2 | 135,500 | 61,462 |
| DeH Trident 121-2E | 138 | 98.0 | 29.9 | 114.8 | 35.0 | 27.0 | 8.2 | 144,000 | 65,317 |
| DeH Trident 121-3 | 143 | 98.0 | 29.9 | 131.2 | 40.0 | 28.3 | 8.6 | 158,000 | 71,668 |
| DeH Trident 121-3B | 146 | 98.0 | 29.9 | 131.2 | 40.0 | 28.3 | 8.6 | 158,000 | 71,668 |
| Dolphin IA-50 | 101 | 64.1 | 19.5 | 48.8 | 14.9 | 19.1 | 5.8 | 16,200 | 7,348 |
| Dornier DO-28 | 74 | 51.0 | 15.5 | 37.5 | 11.4 | 12.8 | 3.9 | 8,853 | 4,016 |
| Dornier LTA | 74* | 58.4 | 17.8 | 54.4 | 16.6 | 18.2 | 5.5 | 15,100 | 6,849 |
| Embraer-110 | 92 | 50.3 | 15.3 | 49.5 | 15.1 | 15.5 | 4.7 | 12,500 | 5,670 |
| Embraer-121 | 92 | 47.4 | 14.4 | 40.2 | 12.3 | 15.9 | 4.8 | 12,500 | 5,670 |
| Embraer-326 | 102 | 35.6 | 10.9 | 35.0 | 10.7 | 12.2 | 3.7 | 11,500 | 5,216 |
| Embraer-820 | 74 | 40.7 | 12.4 | 34.6 | 10.5 | 13.0 | 4.0 | 7,000 | 3,175 |
| Fairchild C-119 | 122 | 109.2 | 33.3 | 86.5 | 26.4 | 26.2 | 8.0 | 74,400 | 33,747 |
| Fairchild C-123 | 88 | 110.0 | 33.5 | 75.8 | 23.1 | 34.1 | 10.4 | 60,000 | 27,216 |
| Fairchild F-27 | 109 | 95.2 | 29.0 | 77.2 | 23.5 | 27.5 | 8.4 | 42,000 | 19,051 |
| Fairchild FH-227 | 105 | 95.1 | 29.0 | 83.0 | 25.3 | 27.5 | 8.4 | 45,500 | 20,638 |
| Fokker F-27 | 102 | 95.2 | 29.0 | 82.2 | 25.1 | 27.6 | 8.4 | 45,000 | 20,412 |
| Fokker F-28-1000 | 119 | 77.4 | 23.6 | 89.9 | 27.4 | 27.8 | 8.5 | 65,000 | 29,484 |
| Fokker F-28-2000 | 119 | 77.4 | 23.6 | 97.1 | 29.6 | 27.8 | 8.5 | 65,000 | 29,484 |
| Fokker F-28-3000 | 121 | 82.3 | 25.1 | 89.9 | 27.4 | 27.8 | 8.5 | 71,000 | 32,205 |
| Fokker F-28-4000 | 121 | 82.3 | 25.1 | 97.1 | 29.6 | 27.8 | 8.5 | 71,000 | 32,205 |
| Fokker F-28-6000 | 113 | 82.3 | 25.1 | 97.1 | 29.6 | 27.8 | 8.5 | 70,800 | 32,114 |
| Fokker VFW-614 | 111 | 70.5 | 21.5 | 67.5 | 20.6 | 25.6 | 7.8 | 44,000 | 19,958 |
| Foxjet 600 | 97 | 31.6 | 9.6 | 31.5 | 9.6 | 10.2 | 3.1 | 4,449 | 2,018 |
| GAC-100 | 86 | 70.0 | 21.3 | 67.3 | 20.5 | 24.9 | 7.6 | 28,900 | 13,109 |
| Gulfstream I | 113 | 78.5 | 23.9 | 64.0 | 19.5 | 22.8 | 6.9 | 35,100 | 15,921 |
| Gulfstream II | 141 | 68.8 | 21.0 | 79.9 | 24.4 | 24.5 | 7.5 | 65,500 | 29,710 |
| Gulfstream II-TT | 142 | 71.7 | 21.9 | 79.9 | 24.4 | 24.5 | 7.5 | 66,000 | 29,937 |
| Gulfstream III | 136 | 77.8 | 23.7 | 82.7 | 25.2 | 23.2 | 7.1 | 68,700 | 31,162 |
| Hamilton Westwind | 96 | 46.0 | 14.0 | 45.0 | 13.7 | 9.2 | 2.8 | 12,495 | 5,668 |
| Hansa HAB-320 | 125 | 47.5 | 14.5 | 54.5 | 16.6 | 16.2 | 4.9 | 20,280 | 9,199 |
| Hindustani-748 | 94 | 98.5 | 30.0 | 67.0 | 20.4 | 24.8 | 7.6 | 46,500 | 21,092 |
| HP Herald | 88 | 94.7 | 28.9 | 75.5 | 23.0 | 24.1 | 7.3 | 43,000 | 19,504 |
| HP Jetstream | 99 | 52.0 | 15.8 | 47.1 | 14.4 | 17.5 | 5.3 | 12,566 | 5,700 |
| HS-Nimrod Mk2 | 125* | 114.8 | 35.0 | 126.7 | 38.6 | 29.7 | 9.1 | 177,500 | 80,513 |
| HS-125-1/400 | 124 | 47.0 | 14.3 | 47.4 | 14.4 | 16.5 | 5.0 | 26,500 | 12,020 |
| HS-125-600 | 125 | 47.0 | 14.3 | 50.5 | 15.4 | 17.3 | 5.3 | 25,000 | 11,340 |
| HS-125-700 | 125 | 47.0 | 14.3 | 50.7 | 15.5 | 17.6 | 5.4 | 25,000 | 11,340 |
| HS-146 | 117 | 86.5 | 26.4 | 93.1 | 28.4 | 28.3 | 8.6 | 87,500 | 39,689 |
| HS-748 Andover | 94 | 98.5 | 30.0 | 67.0 | 20.4 | 24.8 | 7.6 | 46,500 | 21,092 |
| HS-748 Andover C | 100 | 98.2 | 29.9 | 78.0 | 23.8 | 30.1 | 9.2 | 50,000 | 22,680 |
| IAI Arava-201 | 81 | 68.8 | 21.0 | 42.8 | 13.0 | 17.1 | 5.2 | 15,000 | 6,804 |
| IAI-1124 Westwind | 129 | 44.8 | 13.7 | 52.3 | 15.9 | 15.8 | 4.8 | 23,650 | 10,727 |
| Ilyushin IL-12 | 78 | 104.0 | 31.7 | 70.0 | 21.3 | 30.5 | 9.3 | 38,000 | 17,237 |
| Ilyushin IL-18 | 103 | 122.7 | 37.4 | 117.8 | 35.9 | 33.3 | 10.1 | 141,100 | 64,002 |
| Ilyushin IL-62 | 152 | 142.0 | 43.3 | 174.3 | 53.1 | 40.7 | 12.4 | 357,000 | 161,932 |
| Ilyushin IL-76 | 119 | 165.7 | 50.5 | 152.8 | 46.6 | 48.4 | 14.8 | 374,790 | 170,002 |

| Aircraft | Appch | Wingspan | | Length | | Tail Height | | Maximum Takeoff Weight | |
|-------------------|----------------|----------|--------|--------|--------|-------------|--------|------------------------|---------|
| | Speed Knots | Feet | Meters | Feet | Meters | Feet | Meters | Lbs | Kg |
| Ilyushin IL-86 | 141 | 158.6 | 48.3 | 191.9 | 58.5 | 51.5 | 15.7 | 414,470 | 188,000 |
| Kawasaki C-1 | 118* | 100.4 | 30.6 | 95.1 | 29.0 | 32.9 | 10.0 | 85,320 | 38,701 |
| Lapan XT-400 | 75 | 47.9 | 14.6 | 33.5 | 10.2 | 14.1 | 4.3 | 5,555 | 2,520 |
| Learfan 2100 | 86 | 39.9 | 12.2 | 38.7 | 11.8 | 11.5 | 3.5 | 7,200 | 3,266 |
| Learjet 24 | 128 | 35.6 | 10.9 | 43.2 | 13.2 | 12.6 | 3.8 | 13,500 | 6,123 |
| Learjet 25 | 137 | 35.6 | 10.9 | 47.6 | 14.5 | 12.6 | 3.8 | 15,000 | 6,804 |
| Learjet 28/29 | 120 | 42.2 | 12.9 | 45.0 | 13.7 | 12.6 | 3.8 | 15,000 | 6,804 |
| Learjet 35A/36A | 143 | 39.6 | 12.1 | 48.6 | 14.8 | 12.6 | 3.8 | 18,000 | 8,165 |
| Learjet 54-55-56 | 128 | 43.8 | 13.4 | 55.1 | 16.8 | 14.8 | 4.5 | 20,500 | 9,299 |
| LET L-410 | 81 | 63.9 | 19.5 | 47.4 | 14.4 | 19.1 | 5.8 | 12,566 | 5,700 |
| Lockheed C-141A | 129 | 160.1 | 48.8 | 145.0 | 44.2 | 39.3 | 12.0 | 325,000 | 147,418 |
| Lockheed C-141B | 129 | 160.1 | 48.8 | 168.2 | 51.3 | 39.3 | 12.0 | 325,000 | 147,418 |
| Lockheed C-5A | 135 | 222.8 | 67.9 | 247.8 | 75.5 | 65.1 | 19.8 | 769,000 | 348,813 |
| Lockheed P-3 | 134 | 99.7 | 30.4 | 116.8 | 35.6 | 33.7 | 10.3 | 135,000 | 61,235 |
| Lockheed SR-71 | 180 | 55.6 | 16.9 | 112.4 | 34.3 | 18.5 | 5.6 | 170,000 | 77,111 |
| Lockheed 100-20 | 137 | 132.6 | 40.4 | 106.1 | 32.3 | 38.4 | 11.7 | 155,800 | 70,670 |
| Lockheed 100-30 | 129 | 132.6 | 40.4 | 112.7 | 34.4 | 38.4 | 11.7 | 155,000 | 70,307 |
| Lockheed 1011-1 | 138 | 155.3 | 47.3 | 177.7 | 54.2 | 55.3 | 16.9 | 430,000 | 195,045 |
| Lockheed 1011-100 | 140 | 155.3 | 47.3 | 177.7 | 54.2 | 55.3 | 16.9 | 466,000 | 211,374 |
| Lockheed 1011-200 | 140 | 155.3 | 47.3 | 177.7 | 54.2 | 55.3 | 16.9 | 466,000 | 211,374 |
| Lockheed 1011-250 | 144 | 155.3 | 47.3 | 177.7 | 54.2 | 55.3 | 16.9 | 496,000 | 224,982 |
| Lockheed 1011-400 | 144 | 157.4 | 48.0 | 164.3 | 50.1 | 55.3 | 16.9 | 374,500 | 169,870 |
| Lockheed 1011-500 | 148 | 164.3 | 50.1 | 164.3 | 50.1 | 55.3 | 16.9 | 504,000 | 228,611 |
| Lockheed 1011-600 | 140* | 142.8 | 43.5 | 141.0 | 43.0 | 53.0 | 16.2 | 297,000 | 134,717 |
| Lockheed 1049 | 113 | 123.0 | 37.5 | 113.3 | 34.5 | 24.8 | 7.6 | 142,100 | 64,455 |
| Lockheed 1329-25 | 132 | 54.4 | 16.6 | 60.4 | 18.4 | 20.4 | 6.2 | 44,500 | 20,185 |
| Lockheed 1649 | 89 | 150.0 | 45.7 | 116.2 | 35.4 | 24.8 | 7.6 | 160,000 | 72,575 |
| Lockheed 188 | 123 | 99.0 | 30.2 | 104.5 | 31.9 | 32.8 | 10.0 | 116,000 | 52,617 |
| Lockheed 400 | 121* | 119.7 | 36.5 | 97.8 | 29.8 | 38.0 | 11.6 | 84,000 | 38,102 |
| Lockheed 749 | 93 | 123.0 | 37.5 | 95.2 | 29.0 | 22.4 | 6.8 | 107,000 | 48,534 |
| MAI-QSTOL | 85 | 100.3 | 30.6 | 98.4 | 30.0 | 32.8 | 10.0 | 85,300 | 38,691 |
| Martin-404 | 98 | 93.3 | 28.4 | 74.6 | 22.7 | 28.7 | 8.7 | 44,900 | 20,366 |
| MDC-C-133 | 128 | 179.7 | 54.8 | 157.5 | 48.0 | 48.3 | 14.7 | 300,000 | 136,078 |
| MDC-DC-10-10 | 138 | 155.3 | 47.3 | 182.4 | 55.6 | 58.1 | 17.7 | 455,000 | 206,385 |
| MDC-DC-10-30/40 | 151 | 165.4 | 50.4 | 182.4 | 55.6 | 58.1 | 17.7 | 580,000 | 263,084 |
| MDC-DC-3 | 72 | 95.0 | 29.0 | 64.5 | 19.7 | 23.5 | 7.2 | 25,200 | 11,431 |
| MDC-DC-4 | 95 | 117.5 | 35.8 | 93.8 | 28.6 | 27.9 | 8.5 | 73,200 | 33,203 |
| MDC-DC-6A/B | 108 | 117.5 | 35.8 | 106.7 | 32.5 | 28.7 | 8.7 | 107,000 | 48,534 |
| MDC-DC-7 | 110 | 127.5 | 38.9 | 112.3 | 34.2 | 31.8 | 9.7 | 143,000 | 64,864 |
| MDC-DC-8-10/20 | 131 | 142.4 | 43.4 | 150.5 | 45.9 | 42.3 | 12.9 | 276,000 | 125,192 |
| MDC-DC-8-30/40 | 133 | 142.4 | 43.4 | 150.5 | 45.9 | 42.3 | 12.9 | 315,000 | 142,882 |
| MDC-DC-8-50 | 137 | 142.4 | 43.4 | 150.5 | 45.9 | 42.3 | 12.9 | 325,000 | 147,418 |
| MDC-DC-8-61 | 142 | 142.4 | 43.4 | 187.4 | 57.1 | 42.3 | 12.9 | 328,000 | 148,778 |
| MDC-DC-8-62 | 124 | 148.4 | 45.2 | 157.4 | 48.0 | 42.3 | 12.9 | 350,000 | 158,757 |
| MDC-DC-8-63 | 147 | 148.4 | 45.2 | 187.4 | 57.1 | 42.3 | 12.9 | 355,000 | 161,025 |
| MDC-DC-9-10/15 | 134 | 89.4 | 27.2 | 104.4 | 31.8 | 27.5 | 8.4 | 90,700 | 41,141 |
| MDC-DC-9-20 | 124 | 93.5 | 28.5 | 104.4 | 31.8 | 27.5 | 8.4 | 98,000 | 44,452 |
| MDC-DC-9-30 | 127 | 93.5 | 28.5 | 119.4 | 36.4 | 27.5 | 8.4 | 121,000 | 54,885 |
| MDC-DC-9-40 | 129 | 93.5 | 28.5 | 125.7 | 38.3 | 28.6 | 8.7 | 114,000 | 51,710 |
| MDC-DC-9-50 | 132 | 93.5 | 28.5 | 133.5 | 40.7 | 28.6 | 8.7 | 121,000 | 54,885 |
| MDC-DC-9-80 | 132 | 107.9 | 32.9 | 147.9 | 45.1 | 30.2 | 9.2 | 140,000 | 63,503 |

| Aircraft | Appch | Wingspan | | Length | | Tail | | Maximum | |
|---------------------------|-------|----------|--------|--------|--------|--------|---------|---------|---------|
| | Speed | Feet | Meters | Feet | Meters | Height | Takeoff | Weight | |
| | Knots | | | | | Feet | Meters | Lbs | Kg |
| MDC-DC-9-82 | 135 | 107.9 | 32.9 | 147.9 | 45.1 | 29.6 | 9.0 | 147,000 | 66,678 |
| Mitsubishi Diamond MU-300 | 100 | 43.3 | 13.2 | 48.3 | 14.7 | 13.7 | 4.2 | 13,890 | 6,300 |
| Mitsubishi Marquise | 88 | 39.1 | 11.9 | 39.4 | 12.0 | 13.6 | 4.1 | 11,575 | 5,250 |
| Mitsubishi MU-2 | 119 | 39.1 | 11.9 | 39.5 | 12.0 | 13.6 | 4.1 | 10,800 | 4,899 |
| Mitsubishi Solitaire | 87 | 39.1 | 11.9 | 33.2 | 10.1 | 12.9 | 3.9 | 10,470 | 4,749 |
| Nihon YS-11 | 98 | 105.0 | 32.0 | 86.3 | 26.3 | 29.5 | 9.0 | 54,010 | 24,499 |
| Nomad N-22 | 69 | 54.0 | 16.5 | 41.2 | 12.6 | 18.1 | 5.5 | 8,500 | 3,856 |
| Nomad N-24 | 73 | 54.0 | 16.5 | 47.1 | 14.4 | 18.1 | 5.5 | 9,400 | 4,264 |
| NORD-262 | 96 | 71.9 | 21.9 | 63.3 | 19.3 | 20.4 | 6.2 | 23,800 | 10,795 |
| Partenavia 68B Victor | 73 | 39.4 | 12.0 | 30.7 | 9.4 | 11.2 | 3.4 | 4,321 | 1,960 |
| Piaggio P-166 Portofino | 82 | 48.2 | 14.7 | 39.2 | 11.9 | 16.4 | 5.0 | 9,480 | 4,300 |
| Piaggio PD-808 | 117 | 43.3 | 13.2 | 42.2 | 12.9 | 15.8 | 4.8 | 18,300 | 8,301 |
| Pilatus PC-6 Porter | 57 | 49.7 | 15.1 | 37.4 | 11.4 | 10.5 | 3.2 | 4,850 | 2,200 |
| Piper Aerostar | 94 | 36.7 | 11.2 | 34.8 | 10.6 | 12.1 | 3.7 | 6,000 | 2,722 |
| Piper Cheyenne | 110 | 42.7 | 13.0 | 32.1 | 9.8 | 12.6 | 3.8 | 10,500 | 4,763 |
| Piper Navajo | 100 | 40.7 | 12.4 | 32.6 | 9.9 | 13.0 | 4.0 | 6,500 | 2,948 |
| PZL-AN-2 | 54 | 59.7 | 18.2 | 40.7 | 12.4 | 13.1 | 4.0 | 12,125 | 5,500 |
| PZL-AN-28 | 85 | 72.2 | 22.0 | 42.6 | 13.0 | 15.1 | 4.6 | 13,450 | 6,101 |
| PZL-M-15 | 62 | 73.5 | 22.4 | 41.8 | 12.7 | 17.5 | 5.3 | 12,465 | 5,654 |
| Rockwell B-1 | 165* | 136.7 | 41.7 | 150.3 | 45.8 | 33.6 | 10.2 | 389,800 | 176,810 |
| Rockwell JC1121 | 130 | 43.3 | 13.2 | 50.4 | 15.4 | 15.8 | 4.8 | 16,800 | 7,620 |
| Rockwell Sabre 40 | 120 | 44.4 | 13.5 | 43.8 | 13.4 | 16.0 | 4.9 | 18,650 | 8,459 |
| Rockwell Sabre 60 | 120 | 50.4 | 15.4 | 46.9 | 14.3 | 16.0 | 4.9 | 20,172 | 9,150 |
| Rockwell Sabre 65 | 105 | 50.4 | 15.4 | 46.9 | 14.3 | 16.0 | 4.9 | 24,000 | 10,886 |
| Rockwell Sabre 75A | 137 | 44.7 | 13.6 | 47.2 | 14.4 | 17.2 | 5.2 | 23,000 | 10,433 |
| Rockwell Sabre 80 | 128 | 50.4 | 15.4 | 47.2 | 14.4 | 17.3 | 5.3 | 24,500 | 11,113 |
| Rockwell 690 | 97 | 46.5 | 14.2 | 44.3 | 13.5 | 15.0 | 4.6 | 10,250 | 4,649 |
| Rockwell 840 | 98 | 52.1 | 15.9 | 42.9 | 13.1 | 14.9 | 4.5 | 10,325 | 4,683 |
| Rockwell 980 | 121 | 52.1 | 15.9 | 42.9 | 13.1 | 14.9 | 4.5 | 10,325 | 4,683 |
| Shorts Belfast | 126 | 158.9 | 48.4 | 136.4 | 41.6 | 47.0 | 14.3 | 230,000 | 104,326 |
| Shorts Skyvan | 96 | 74.7 | 22.8 | 58.0 | 17.7 | 16.3 | 5.0 | 24,000 | 10,886 |
| SN-600 Corvette | 118 | 42.2 | 12.9 | 45.4 | 13.8 | 13.9 | 4.2 | 14,550 | 6,600 |
| SUD-210 Caravelle | 127 | 112.5 | 34.3 | 105.0 | 32.0 | 28.6 | 8.7 | 114,640 | 52,000 |
| Swearingen Merlin | 105 | 46.3 | 14.1 | 42.2 | 12.9 | 16.8 | 5.1 | 12,500 | 5,670 |
| Swearingen Metro | 112 | 46.3 | 14.1 | 59.4 | 18.1 | 16.8 | 5.1 | 12,500 | 5,670 |
| Transall C-160 | 124 | 131.3 | 40.0 | 106.3 | 32.4 | 40.6 | 12.4 | 112,435 | 51,000 |
| Tupolev TU-114 | 132* | 167.7 | 51.1 | 189.0 | 57.6 | 50.0 | 15.2 | 376,990 | 171,000 |
| Tupolev TU-124 | 132* | 83.8 | 25.5 | 100.3 | 30.6 | 50.0 | 15.2 | 83,775 | 38,000 |
| Tupolev TU-134 | 144 | 95.2 | 29.0 | 121.7 | 37.1 | 30.0 | 9.1 | 103,600 | 46,992 |
| Tupolev TU-144 | 178 | 94.8 | 28.9 | 215.5 | 65.7 | 42.2 | 12.9 | 396,830 | 179,999 |
| Tupolev TU-154 | 145 | 123.4 | 37.6 | 157.5 | 48.0 | 37.4 | 11.4 | 198,450 | 90,015 |
| Vickers Vanguard | 119 | 118.6 | 36.1 | 122.9 | 37.5 | 35.0 | 10.7 | 146,500 | 66,451 |
| Vickers VC-10-1100 | 128 | 146.2 | 44.6 | 158.7 | 48.4 | 39.5 | 12.0 | 312,000 | 141,521 |
| Vickers VC-10-1150 | 138 | 146.2 | 44.6 | 171.7 | 52.3 | 39.5 | 12.0 | 335,100 | 151,999 |
| Vickers VC-2 | 122 | 94.0 | 28.7 | 85.7 | 26.1 | 26.9 | 8.2 | 72,500 | 32,885 |
| Volpar Centennial | 88 | 50.0 | 15.2 | 51.9 | 15.8 | 16.5 | 5.0 | 12,500 | 5,670 |
| Volpar Turbo 18 | 100 | 46.0 | 14.0 | 37.4 | 11.4 | 9.6 | 2.9 | 10,286 | 4,666 |
| Yakovlev YAK-40 | 128* | 82.2 | 25.1 | 66.8 | 20.4 | 55.8 | 17.0 | 35,275 | 16,000 |
| Yakovlev YAK-42 | 128* | 114.8 | 35.0 | 114.8 | 35.0 | 50.0 | 15.2 | 114,640 | 52,000 |
| Yu Shi-11 | 80* | 55.7 | 17.0 | 39.4 | 12.0 | 15.1 | 4.6 | 7,150 | 3,243 |

*Approach speeds estimated.

CURRENT AIRCRAFT ARRANGED BY AIRPLANE DESIGN GROUP

| Aircraft | Appch | Wingspan | | Length | | Tail | | Maximum | |
|---|----------------|----------|--------|--------|--------|------|--------|----------------|--------------|
| | Speed Knots | Feet | Meters | Feet | Meters | Feet | Meters | Takeoff Lbs | Weight Kg |
| AIRCRAFT APPROACH CATEGORY A AND B SMALL AIRPLANES IN AIRPLANE DESIGN GROUP I | | | | | | | | | |
| Beech Skipper 77 | 63 | 30.0 | 9.1 | 24.0 | 7.3 | 6.9 | 2.1 | 1,675 | 759 |
| Foxjet 600 | 97 | 31.6 | 9.6 | 31.5 | 9.6 | 10.2 | 3.1 | 4,449 | 2,018 |
| Beech Sierra C24R | 70 | 32.8 | 9.9 | 25.8 | 7.8 | 8.1 | 2.4 | 2,750 | 1,247 |
| Beech Sundowner C23 | 68 | 32.8 | 9.9 | 25.8 | 7.8 | 8.3 | 2.5 | 2,450 | 1,111 |
| Cessna-150 | 55 | 33.3 | 10.1 | 24.1 | 7.3 | 8.5 | 2.6 | 1,670 | 757 |
| Beech Bonanza V35B | 70 | 33.5 | 10.2 | 26.4 | 8.0 | 7.6 | 2.3 | 3,400 | 1,542 |
| Beech Bonanza F33A | 70 | 33.5 | 10.2 | 26.7 | 8.1 | 8.3 | 2.5 | 3,400 | 1,542 |
| Beech Bonanza A36 | 72 | 33.5 | 10.2 | 27.5 | 8.3 | 8.4 | 2.5 | 3,600 | 1,632 |
| AJI Hustler | 98 | 34.3 | 10.5 | 41.0 | 12.5 | 13.1 | 4.0 | 9,500 | 4,309 |
| Cessna-177 | 64 | 35.5 | 10.8 | 27.2 | 8.3 | 8.6 | 2.6 | 2,500 | 1,134 |
| Embraer-326 | 102 | 35.6 | 10.9 | 35.0 | 10.7 | 12.2 | 3.7 | 11,500 | 5,216 |
| Piper Aerostar | 94 | 36.7 | 11.2 | 34.8 | 10.6 | 12.1 | 3.7 | 6,000 | 2,722 |
| Beech Bonanza B36TC | 75 | 37.8 | 11.5 | 27.5 | 8.3 | 8.4 | 2.5 | 3,850 | 1,723 |
| Beech Baron 58P | 101 | 37.8 | 11.5 | 29.9 | 9.1 | 9.1 | 2.7 | 6,200 | 2,812 |
| Beech Baron 58TC | 101 | 37.8 | 11.5 | 29.9 | 9.1 | 9.1 | 2.7 | 6,200 | 2,812 |
| Beech Baron E55 | 88 | 37.8 | 11.5 | 29.9 | 9.1 | 9.1 | 2.8 | 5,300 | 2,404 |
| Beech Baron 58 | 96 | 37.8 | 11.5 | 29.9 | 9.1 | 9.5 | 2.8 | 5,400 | 2,449 |
| Beech Baron B55 | 90 | 37.8 | 11.5 | 28.0 | 8.5 | 9.6 | 2.9 | 5,100 | 2,313 |
| Beech Duchess 76 | 76 | 38.0 | 11.5 | 29.0 | 8.8 | 9.5 | 2.9 | 3,900 | 1,769 |
| Mitsubishi Solitaire | 87 | 39.1 | 11.9 | 33.2 | 10.1 | 12.9 | 3.9 | 10,470 | 4,749 |
| Mitsubishi Marquise | 88 | 39.1 | 11.9 | 39.4 | 12.0 | 13.6 | 4.1 | 11,575 | 5,250 |
| Mitsubishi MU-2 | 119 | 39.1 | 11.9 | 39.5 | 12.0 | 13.6 | 4.1 | 10,800 | 4,899 |
| Beech Duke B60 | 98 | 39.3 | 11.9 | 33.8 | 10.3 | 12.3 | 3.7 | 6,775 | 3,073 |
| Partenavia 68B Victor | 73 | 39.4 | 12.0 | 30.7 | 9.4 | 11.2 | 3.4 | 4,321 | 1,960 |
| Learfan 2100 | 86 | 39.9 | 12.2 | 38.7 | 11.8 | 11.5 | 3.5 | 7,200 | 3,266 |
| Embraer-820 | 74 | 40.7 | 12.4 | 34.6 | 10.5 | 13.0 | 4.0 | 7,000 | 3,175 |
| Piper Navajo | 100 | 40.7 | 12.4 | 32.6 | 9.9 | 13.0 | 4.0 | 6,500 | 2,948 |
| Cessna-421 | 96 | 41.1 | 12.5 | 36.4 | 11.1 | 12.9 | 3.9 | 7,500 | 3,402 |
| Piper Cheyenne | 110 | 42.7 | 13.0 | 32.1 | 9.8 | 12.6 | 3.8 | 10,500 | 4,763 |
| Cessna-402 | 95 | 44.1 | 13.4 | 36.3 | 11.1 | 11.4 | 3.5 | 6,850 | 3,107 |
| Cessna-414 | 94 | 44.1 | 13.4 | 36.4 | 11.1 | 11.5 | 3.5 | 6,785 | 3,078 |
| Beech C99 Airliner | 107 | 45.9 | 13.9 | 44.5 | 13.5 | 14.4 | 4.3 | 11,300 | 5,125 |
| Beech King Air F90 | 108 | 45.9 | 13.9 | 39.8 | 12.1 | 15.1 | 4.6 | 10,950 | 4,966 |
| Beech King Air B100 | 111 | 45.9 | 13.9 | 39.9 | 12.1 | 15.4 | 4.6 | 11,800 | 5,352 |
| Hamilton Westwind | 96 | 46.0 | 14.0 | 45.0 | 13.7 | 9.2 | 2.8 | 12,495 | 5,668 |
| Volpar Turbo 18 | 100 | 46.0 | 14.0 | 37.4 | 11.4 | 9.6 | 2.9 | 10,286 | 4,666 |
| Cessna-404 | 92 | 46.3 | 14.1 | 39.5 | 12.0 | 13.3 | 4.1 | 8,450 | 3,833 |
| Swearingen Merlin | 105 | 46.3 | 14.1 | 42.2 | 12.9 | 16.8 | 5.1 | 12,500 | 5,670 |
| Swearingen Metro | 112 | 46.3 | 14.1 | 59.4 | 18.1 | 16.8 | 5.1 | 12,500 | 5,670 |
| Rockwell 690 | 97 | 46.5 | 14.2 | 44.3 | 13.5 | 15.0 | 4.6 | 10,250 | 4,649 |
| Cessna Citation I | 108 | 47.1 | 14.4 | 43.5 | 13.3 | 14.3 | 4.4 | 11,850 | 5,375 |
| Embraer-121 | 92 | 47.4 | 14.4 | 40.2 | 12.3 | 15.9 | 4.8 | 12,500 | 5,670 |
| Lapan XT-400 | 75 | 47.9 | 14.6 | 33.5 | 10.2 | 14.1 | 4.3 | 5,555 | 2,520 |
| DeH DHC-2 | 50 | 48.0 | 14.6 | 30.3 | 9.2 | 9.0 | 2.7 | 5,100 | 2,313 |
| Piaggio P-166 Portofino | 82 | 48.2 | 14.7 | 39.2 | 11.9 | 16.4 | 5.0 | 9,480 | 4,300 |

| Aircraft | Appch | Wingspan | | Length | | Tail | | Maximum | |
|---|-------|----------|--------|--------|--------|------|--------|---------|--------|
| | Speed | Feet | Meters | Feet | Meters | Feet | Meters | Takeoff | Weight |
| | Knots | | | | | | | Lbs | Kg |
| AIRCRAFT APPROACH CATEGORY A AND B LARGE AIRPLANES IN AIRPLANE DESIGN GROUP I | | | | | | | | | |
| Learjet 28/29 | 120 | 42.2 | 12.9 | 45.0 | 13.7 | 12.6 | 3.8 | 15,000 | 6,804 |
| SN-600 Corvette | 118 | 42.2 | 12.9 | 45.4 | 13.8 | 13.9 | 4.2 | 14,550 | 6,600 |
| Breguet FAL-10 | 104 | 42.9 | 13.1 | 45.5 | 13.9 | 15.1 | 4.6 | 18,740 | 8,500 |
| Mitsubishi Diamond MU-300 | 100 | 43.3 | 13.2 | 48.3 | 14.7 | 13.7 | 4.2 | 13,890 | 6,300 |
| Piaggio PD-808 | 117 | 43.3 | 13.2 | 42.2 | 12.9 | 15.8 | 4.8 | 18,300 | 8,301 |
| Rockwell Sabre 40 | 120 | 44.4 | 13.5 | 43.8 | 13.4 | 16.0 | 4.9 | 18,650 | 8,459 |

AIRCRAFT APPROACH CATEGORY C AND D AIRPLANES IN AIRPLANE DESIGN GROUP I

| | | | | | | | | | |
|--------------------|-----|------|------|------|------|------|-----|--------|--------|
| Learjet 24 | 128 | 35.6 | 10.9 | 43.2 | 13.2 | 12.6 | 3.8 | 13,500 | 6,123 |
| Learjet 25 | 137 | 35.6 | 10.9 | 47.6 | 14.5 | 12.6 | 3.8 | 15,000 | 6,804 |
| Learjet 35A/36A | 143 | 39.6 | 12.1 | 48.6 | 14.8 | 12.6 | 3.8 | 18,000 | 8,165 |
| Rockwell JCl121 | 130 | 43.3 | 13.2 | 50.4 | 15.4 | 15.8 | 4.8 | 16,800 | 7,620 |
| Learjet 54-55-56 | 128 | 43.8 | 13.4 | 55.1 | 16.8 | 14.8 | 4.5 | 20,500 | 9,299 |
| Rockwell Sabre 75A | 137 | 44.7 | 13.6 | 47.2 | 14.4 | 17.2 | 5.2 | 23,000 | 10,433 |
| IAI-1124 Westwind | 129 | 44.8 | 13.7 | 52.3 | 15.9 | 15.8 | 4.8 | 23,650 | 10,727 |
| HS-125-1/400 | 124 | 47.0 | 14.3 | 47.4 | 14.4 | 16.5 | 5.0 | 26,500 | 12,020 |
| HS-125-600 | 125 | 47.0 | 14.3 | 50.5 | 15.4 | 17.3 | 5.3 | 25,000 | 11,340 |
| HS-125-700 | 125 | 47.0 | 14.3 | 50.7 | 15.5 | 17.6 | 5.4 | 25,000 | 11,340 |
| Hansa HAB-320 | 125 | 47.5 | 14.5 | 54.5 | 16.6 | 16.2 | 4.9 | 20,280 | 9,199 |

AIRCRAFT APPROACH CATEGORY A AND B AIRPLANES IN AIRPLANE DESIGN GROUP II

| | | | | | | | | | |
|---------------------------|------|------|------|------|------|------|-----|--------|--------|
| Beech E-18 | 87 | 49.2 | 15.0 | 35.1 | 10.7 | 10.5 | 3.2 | 8,750 | 3,969 |
| Cessna-441 | 100 | 49.3 | 15.0 | 39.0 | 11.9 | 13.1 | 4.0 | 9,850 | 4,468 |
| Pilatus PC-6 Porter | 57 | 49.7 | 15.1 | 37.4 | 11.4 | 10.5 | 3.2 | 4,850 | 2,200 |
| Volpar Centennial | 88 | 50.0 | 15.2 | 51.9 | 15.8 | 16.5 | 5.0 | 12,500 | 5,670 |
| Beech King Air C90-1 | 100 | 50.3 | 15.3 | 35.5 | 10.8 | 14.3 | 4.3 | 9,650 | 4,377 |
| Embraer-110 | 92 | 50.3 | 15.3 | 49.5 | 15.1 | 15.5 | 4.7 | 12,500 | 5,670 |
| Rockwell Sabre 60 | 120 | 50.4 | 15.4 | 46.9 | 14.3 | 16.0 | 4.9 | 20,172 | 9,150 |
| Rockwell Sabre 65 | 105 | 50.4 | 15.4 | 46.9 | 14.3 | 16.0 | 4.9 | 24,000 | 10,886 |
| Cessna Citation III | 114 | 50.6 | 15.4 | 51.6 | 15.7 | 17.0 | 5.2 | 17,000 | 7,711 |
| Dornier DO-28 | 74 | 51.0 | 15.5 | 37.5 | 11.4 | 12.8 | 3.9 | 8,853 | 4,016 |
| Cessna Citation II | 108 | 51.6 | 15.7 | 47.2 | 14.4 | 14.8 | 4.5 | 13,300 | 6,033 |
| HP Jetstream | 99 | 52.0 | 15.8 | 47.1 | 14.4 | 17.5 | 5.3 | 12,566 | 5,700 |
| Rockwell 840 | 98 | 52.1 | 15.9 | 42.9 | 13.1 | 14.9 | 4.5 | 10,325 | 4,683 |
| BN-2A Trislander | 65 | 53.0 | 16.2 | 49.3 | 15.0 | 14.2 | 4.3 | 10,000 | 4,536 |
| Breguet FAL-20 | 107 | 53.5 | 16.3 | 56.3 | 17.2 | 17.4 | 5.3 | 28,660 | 13,000 |
| Nomad N-22 | 69 | 54.0 | 16.5 | 41.2 | 12.6 | 18.1 | 5.5 | 8,500 | 3,856 |
| Nomad N-24 | 73 | 54.0 | 16.5 | 47.1 | 14.4 | 18.1 | 5.5 | 9,400 | 4,264 |
| Beech 1900 Airliner | 120* | 54.5 | 16.6 | 57.8 | 17.6 | 14.9 | 4.5 | 15,245 | 6,915 |
| Beech Super King Air B200 | 103 | 54.5 | 16.6 | 43.8 | 13.3 | 15.0 | 4.5 | 12,500 | 5,670 |
| Yu Shi-11 | 80* | 55.7 | 17.0 | 39.4 | 12.0 | 15.1 | 4.6 | 7,150 | 3,243 |
| DeH Dove-104 | 84 | 57.0 | 17.4 | 39.5 | 12.0 | 13.3 | 4.1 | 8,950 | 4,060 |
| Dornier LTA | 74* | 58.4 | 17.8 | 54.4 | 16.6 | 18.2 | 5.5 | 15,100 | 6,849 |
| PZL-AN-2 | 54 | 59.7 | 18.2 | 40.7 | 12.4 | 13.1 | 4.0 | 12,125 | 5,500 |
| Breguet FAL-50 | 113 | 61.9 | 18.9 | 60.8 | 18.5 | 22.9 | 7.0 | 38,480 | 17,454 |
| Casa C-212 Aviocar | 81 | 62.3 | 19.0 | 50.0 | 15.2 | 21.0 | 6.4 | 13,889 | 6,300 |

| Aircraft | Appch Speed Knots | Wingspan | | Length | | Tail Height | | Tafeoff Lbs | Maximum Weight Kg |
|------------------|-------------------------|----------|--------|--------|--------|----------------|--------|----------------|-------------------------|
| | | Feet | Meters | Feet | Meters | Feet | Meters | | |
| Air Metal C-111 | 96 | 63.0 | 19.2 | 55.2 | 16.8 | 21.0 | 6.4 | 18,629 | 8,450 |
| LET L-410 | 81 | 63.9 | 19.5 | 47.4 | 14.4 | 19.1 | 5.8 | 12,566 | 5,700 |
| Dolphin IA-50 | 101 | 64.1 | 19.5 | 48.8 | 14.9 | 19.1 | 5.8 | 16,200 | 7,348 |
| DeH DHC-6 | 75 | 65.0 | 19.8 | 51.8 | 15.8 | 19.5 | 5.9 | 12,500 | 5,670 |
| Ahrens 404 | 98 | 66.0 | 20.1 | 52.8 | 16.1 | 17.5 | 5.3 | 17,000 | 7,711 |
| IAI Arava-201 | 81 | 68.8 | 21.0 | 42.8 | 13.0 | 17.1 | 5.2 | 15,000 | 6,804 |
| GAC-100 | 86 | 70.0 | 21.3 | 67.3 | 20.5 | 24.9 | 7.6 | 28,900 | 13,109 |
| Fokker VFW-614 | 111 | 70.5 | 21.5 | 67.5 | 20.6 | 25.6 | 7.8 | 44,000 | 19,958 |
| DeH Heron-114 | 85 | 71.5 | 21.8 | 45.5 | 13.9 | 15.6 | 4.8 | 13,500 | 6,123 |
| NORD-262 | 96 | 71.9 | 21.9 | 63.3 | 19.3 | 20.4 | 6.2 | 23,800 | 10,795 |
| Antonov AN-14 | 52 | 72.1 | 22.0 | 37.5 | 11.4 | 15.2 | 4.6 | 7,935 | 3,599 |
| PZL-AN-28 | 85 | 72.2 | 22.0 | 42.6 | 13.0 | 15.1 | 4.6 | 13,450 | 6,101 |
| Antonov AN-28 | 88 | 72.4 | 22.1 | 42.6 | 13.0 | 15.1 | 4.6 | 13,450 | 6,101 |
| PZL-M-15 | 62 | 73.5 | 22.4 | 41.8 | 12.7 | 17.5 | 5.3 | 12,465 | 5,654 |
| Shorts Skyvan | 96 | 74.7 | 22.8 | 58.0 | 17.7 | 16.3 | 5.0 | 24,000 | 10,886 |
| Breguet 914S | 59 | 76.7 | 23.4 | 77.9 | 23.7 | 31.7 | 9.7 | 26,500 | 12,020 |
| Fokker F-28-1000 | 119 | 77.4 | 23.6 | 89.9 | 27.4 | 27.8 | 8.5 | 65,000 | 29,484 |
| Fokker F-28-2000 | 119 | 77.4 | 23.6 | 97.1 | 29.6 | 27.8 | 8.5 | 65,000 | 29,484 |
| Gulfstream I | 113 | 78.5 | 23.9 | 64.0 | 19.5 | 22.8 | 6.9 | 35,100 | 15,921 |

AIRCRAFT APPROACH CATEGORY C AND D AIRPLANES IN AIRPLANE DESIGN GROUP II

| | | | | | | | | | |
|-------------------|-----|------|------|-------|------|------|-----|---------|--------|
| Rockwell Sabre 80 | 128 | 50.4 | 15.4 | 47.2 | 14.4 | 17.3 | 5.3 | 24,500 | 11,113 |
| Rockwell 980 | 121 | 52.1 | 15.9 | 42.9 | 13.1 | 14.9 | 4.5 | 10,325 | 4,683 |
| Lockheed 1329-25 | 132 | 54.4 | 16.6 | 60.4 | 18.4 | 20.4 | 6.2 | 44,500 | 20,185 |
| Lockheed SR-71 | 180 | 55.6 | 16.9 | 112.4 | 34.3 | 18.5 | 5.6 | 170,000 | 77,111 |
| Canadair CL-600 | 125 | 61.8 | 18.8 | 68.4 | 20.8 | 20.7 | 6.3 | 32,500 | 14,742 |
| Gulfstream II | 141 | 68.8 | 21.0 | 79.9 | 24.4 | 24.5 | 7.5 | 65,500 | 29,710 |
| Gulfstream II-TT | 142 | 71.7 | 21.9 | 79.9 | 24.4 | 24.5 | 7.5 | 66,000 | 29,937 |
| Gulfstream III | 136 | 77.8 | 23.7 | 82.7 | 25.2 | 23.2 | 7.1 | 68,700 | 31,162 |

AIRCRAFT APPROACH CATEGORY A AIRPLANES IN AIRPLANE DESIGN GROUP III

| | | | | | | | | | |
|-----------------|-----|-------|------|------|------|------|------|--------|--------|
| AIDX-XC-2 | 86 | 81.7 | 24.9 | 65.9 | 20.1 | 25.3 | 7.7 | 25,000 | 11,340 |
| Antonov AN-72 | 89* | 84.8 | 25.8 | 87.1 | 26.5 | 27.0 | 8.2 | 63,935 | 29,000 |
| DeH Dash 7 | 83 | 93.0 | 28.3 | 80.7 | 24.6 | 26.2 | 8.0 | 44,000 | 19,958 |
| HP Herald | 88 | 94.7 | 28.9 | 75.5 | 23.0 | 24.1 | 7.3 | 43,000 | 19,504 |
| MDC-DC-3 | 72 | 95.0 | 29.0 | 64.5 | 19.7 | 23.5 | 7.2 | 25,200 | 11,431 |
| DeH DHC-4 | 77 | 95.6 | 29.1 | 72.6 | 22.1 | 31.8 | 9.7 | 28,500 | 12,927 |
| MAI-QSTOL | 85 | 100.3 | 30.6 | 98.4 | 30.0 | 32.8 | 10.0 | 85,300 | 38,691 |
| Ilyushin IL-12 | 78 | 104.0 | 31.7 | 70.0 | 21.3 | 30.5 | 9.3 | 38,000 | 17,237 |
| Fairchild C-123 | 88 | 110.0 | 33.5 | 75.8 | 23.1 | 34.1 | 10.4 | 60,000 | 27,216 |

| Aircraft | Appch Speed Knots | Wingspan | | Length | | Tail Height | | Maximum Takeoff Weight | |
|---|-------------------------|----------|--------|--------|--------|----------------|--------|---------------------------|---------|
| | | Feet | Meters | Feet | Meters | Feet | Meters | Lbs | Kg |
| AIRCRAFT APPROACH CATEGORY B, C, AND D AIRPLANES IN AIRPLANE DESIGN GROUP III | | | | | | | | | |
| Yakovlev YAK-40 | 128* | 82.2 | 25.1 | 66.8 | 20.4 | 55.8 | 17.0 | 35,275 | 16,000 |
| Fokker F-28-3000 | 121 | 82.3 | 25.1 | 89.9 | 27.4 | 27.8 | 8.5 | 71,000 | 32,205 |
| Fokker F-28-4000 | 121 | 82.3 | 25.1 | 97.1 | 29.6 | 27.8 | 8.5 | 71,000 | 32,205 |
| Fokker F-28-6000 | 113 | 82.3 | 25.1 | 97.1 | 29.6 | 27.8 | 8.5 | 70,800 | 32,114 |
| Concorde | 162 | 83.8 | 25.5 | 203.8 | 62.1 | 40.0 | 12.2 | 408,000 | 185,066 |
| Tupolev TU-124 | 132* | 83.8 | 25.5 | 100.3 | 30.6 | 50.0 | 15.2 | 83,775 | 38,000 |
| HS-146 | 117 | 86.5 | 26.4 | 93.1 | 28.4 | 28.3 | 8.6 | 87,500 | 39,689 |
| BAC-111-200 | 129 | 88.5 | 27.0 | 93.5 | 28.5 | 24.5 | 7.5 | 79,000 | 35,834 |
| BAC-111-300 | 128 | 88.5 | 27.0 | 93.5 | 28.5 | 24.5 | 7.5 | 88,500 | 40,143 |
| BAC-111-400 | 137 | 88.6 | 27.0 | 93.5 | 28.5 | 24.6 | 7.5 | 88,500 | 40,143 |
| MDC-DC-9-10/15 | 134 | 89.4 | 27.2 | 104.4 | 31.8 | 27.5 | 8.4 | 90,700 | 41,141 |
| Casa C-207A Azor | 102 | 91.2 | 27.8 | 68.4 | 20.8 | 25.4 | 7.7 | 36,400 | 16,511 |
| Convair 240 | 107 | 91.8 | 28.0 | 74.7 | 22.8 | 26.9 | 8.2 | 41,790 | 18,956 |
| Boeing 737 | 137 | 93.0 | 28.3 | 94.0 | 28.7 | 37.2 | 11.3 | 116,000 | 52,617 |
| Martin-404 | 98 | 93.3 | 28.4 | 74.6 | 22.7 | 28.7 | 8.7 | 44,900 | 20,366 |
| BAC-111-475 | 135 | 93.5 | 28.5 | 93.5 | 28.5 | 24.5 | 7.5 | 98,500 | 44,679 |
| BAC-111-500 | 144 | 93.5 | 28.5 | 107.0 | 32.6 | 24.5 | 7.5 | 104,500 | 47,400 |
| MDC-DC-9-20 | 124 | 93.5 | 28.5 | 104.4 | 31.8 | 27.5 | 8.4 | 98,000 | 44,452 |
| MDC-DC-9-30 | 127 | 93.5 | 28.5 | 119.4 | 36.4 | 27.5 | 8.4 | 121,000 | 54,885 |
| MDC-DC-9-40 | 129 | 93.5 | 28.5 | 125.7 | 38.3 | 28.6 | 8.7 | 114,000 | 51,710 |
| MDC-DC-9-50 | 132 | 93.5 | 28.5 | 133.5 | 40.7 | 28.6 | 8.7 | 121,000 | 54,885 |
| Vickers VC-2 | 122 | 94.0 | 28.7 | 85.7 | 26.1 | 26.9 | 8.2 | 72,500 | 32,885 |
| Aeritalia G-222 | 109 | 94.5 | 28.8 | 79.2 | 24.1 | 38.5 | 11.7 | 58,422 | 26,500 |
| Tupolev TU-144 | 178 | 94.8 | 28.9 | 215.5 | 65.7 | 42.2 | 12.9 | 396,830 | 179,999 |
| DeH Trident 121-2 | 137 | 95.0 | 29.0 | 114.8 | 35.0 | 27.0 | 8.2 | 135,500 | 61,462 |
| Fairchild FH-227 | 105 | 95.1 | 29.0 | 83.0 | 25.3 | 27.5 | 8.4 | 45,500 | 20,638 |
| Fairchild F-27 | 109 | 95.2 | 29.0 | 77.2 | 23.5 | 27.5 | 8.4 | 42,000 | 19,051 |
| Fokker F-27 | 102 | 95.2 | 29.0 | 82.2 | 25.1 | 27.6 | 8.4 | 45,000 | 20,412 |
| Tupolev TU-134 | 144 | 95.2 | 29.0 | 121.7 | 37.1 | 30.0 | 9.1 | 103,600 | 46,992 |
| Antonov AN-24 | 119 | 95.8 | 29.2 | 77.2 | 23.5 | 27.3 | 8.3 | 48,060 | 21,800 |
| Antonov AN-26 | 121 | 95.8 | 29.2 | 78.1 | 23.8 | 28.1 | 8.6 | 52,920 | 24,004 |
| DeH DHC-5 | 91 | 96.0 | 29.3 | 79.0 | 24.1 | 28.7 | 8.7 | 49,200 | 22,317 |
| Antonov AN-30 | 112 | 96.4 | 29.4 | 80.1 | 24.4 | 27.3 | 8.3 | 51,040 | 23,151 |
| DeH Trident 121-2E | 138 | 98.0 | 29.9 | 114.8 | 35.0 | 27.0 | 8.2 | 144,000 | 65,317 |
| DeH Trident 121-3 | 143 | 98.0 | 29.9 | 131.2 | 40.0 | 28.3 | 8.6 | 158,000 | 71,668 |
| DeH Trident 121-3B | 146 | 98.0 | 29.9 | 131.2 | 40.0 | 28.3 | 8.6 | 158,000 | 71,668 |
| HS-748 Andover C | 100 | 98.2 | 29.9 | 78.0 | 23.8 | 30.1 | 9.2 | 50,000 | 22,680 |
| Hindustani-748 | 94 | 98.5 | 30.0 | 67.0 | 20.4 | 24.8 | 7.6 | 46,500 | 21,092 |
| HS-748 Andover | 94 | 98.5 | 30.0 | 67.0 | 20.4 | 24.8 | 7.6 | 46,500 | 21,092 |
| Lockheed 188 | 123 | 99.0 | 30.2 | 104.5 | 31.9 | 32.8 | 10.0 | 116,000 | 52,617 |
| Lockheed P-3 | 134 | 99.7 | 30.4 | 116.8 | 35.6 | 33.7 | 10.3 | 135,000 | 61,235 |
| Kawasaki C-1 | 118* | 100.4 | 30.6 | 95.1 | 29.0 | 32.9 | 10.0 | 85,320 | 38,701 |
| Breguet 200 | 117 | 104.8 | 31.9 | 134.4 | 41.0 | 37.3 | 11.4 | 154,323 | 70,000 |
| Nihon YS-11 | 98 | 105.0 | 32.0 | 86.3 | 26.3 | 29.5 | 9.0 | 54,010 | 24,499 |
| Convair 440 | 106 | 105.3 | 32.1 | 79.2 | 24.1 | 28.2 | 8.6 | 49,100 | 22,271 |
| Convair 580 | 107 | 105.3 | 32.1 | 81.5 | 24.8 | 29.1 | 8.9 | 54,600 | 24,766 |
| Convair 340 | 104 | 105.6 | 32.2 | 79.2 | 24.1 | 28.2 | 8.6 | 47,000 | 21,319 |
| MDC-DC-9-82 | 135 | 107.9 | 32.9 | 147.9 | 45.1 | 29.6 | 9.0 | 147,000 | 66,678 |

| Aircraft | Appch Speed Knots | Wingspan | | Length | | Tail Height | | Maximum Takeoff Weight | |
|-------------------|-------------------------|----------|--------|--------|--------|----------------|--------|---------------------------|--------|
| | | Feet | Meters | Feet | Meters | Feet | Meters | Lbs | Kg |
| MDC-DC-9-80 | 132 | 107.9 | 32.9 | 147.9 | 45.1 | 30.2 | 9.2 | 140,000 | 63,503 |
| Boeing 727-100 | 125 | 107.9 | 32.9 | 133.2 | 40.6 | 34.3 | 10.5 | 170,000 | 77,111 |
| Boeing 727-200 | 138 | 107.9 | 32.9 | 153.2 | 46.7 | 34.9 | 10.6 | 210,000 | 95,254 |
| Fairchild C-119 | 122 | 109.2 | 33.3 | 86.5 | 26.4 | 26.2 | 8.0 | 74,400 | 33,747 |
| SUD-210 Caravelle | 127 | 112.5 | 34.3 | 105.0 | 32.0 | 28.6 | 8.7 | 114,640 | 52,000 |
| HS-Nimrod Mk2 | 125* | 114.8 | 35.0 | 126.7 | 38.6 | 29.7 | 9.1 | 177,500 | 80,513 |
| Yakovlev YAK-42 | 128* | 114.8 | 35.0 | 114.8 | 35.0 | 50.0 | 15.2 | 114,640 | 52,000 |
| DeH Comet 4C | 108 | 114.9 | 35.0 | 118.0 | 36.0 | 29.5 | 9.0 | 162,000 | 73,482 |
| AW-660 Argosy | 113 | 115.0 | 35.1 | 89.1 | 27.2 | 27.0 | 8.2 | 97,000 | 43,998 |
| AW-650 Argosy | 123 | 115.0 | 35.1 | 89.8 | 27.4 | 29.3 | 8.9 | 93,000 | 42,184 |
| MDC-DC-4 | 95 | 117.5 | 35.8 | 93.8 | 28.6 | 27.9 | 8.5 | 73,200 | 33,203 |
| MDC-DC-6A/B | 108 | 117.5 | 35.8 | 106.7 | 32.5 | 28.7 | 8.7 | 107,000 | 48,534 |

AIRPLANES IN AIRPLANE DESIGN GROUP IV

| | | | | | | | | | |
|-------------------|------|-------|------|-------|------|------|------|---------|---------|
| Vickers Vanguard | 119 | 118.6 | 36.1 | 122.9 | 37.5 | 35.0 | 10.7 | 146,500 | 66,451 |
| Breguet 1150 | 130* | 119.1 | 36.3 | 104.2 | 31.8 | 37.2 | 11.3 | 95,900 | 43,500 |
| Lockheed 400 | 121* | 119.7 | 36.5 | 97.8 | 29.8 | 38.0 | 11.6 | 84,000 | 38,102 |
| Convair 880 | 155 | 120.0 | 36.6 | 129.3 | 39.4 | 36.3 | 11.1 | 193,000 | 87,543 |
| Convair 990 | 156 | 120.0 | 36.6 | 139.2 | 42.4 | 39.5 | 12.0 | 253,000 | 114,759 |
| Ilyushin IL-18 | 103 | 122.7 | 37.4 | 117.8 | 35.9 | 33.3 | 10.1 | 141,100 | 64,002 |
| Lockheed 749 | 93 | 123.0 | 37.5 | 95.2 | 29.0 | 22.4 | 6.8 | 107,000 | 48,534 |
| Lockheed 1049 | 113 | 123.0 | 37.5 | 113.3 | 34.5 | 24.8 | 7.6 | 142,100 | 64,455 |
| Tupolev TU-154 | 145 | 123.4 | 37.6 | 157.5 | 48.0 | 37.4 | 11.4 | 198,450 | 90,015 |
| Boeing 757 | 135 | 124.5 | 37.9 | 154.6 | 47.1 | 44.5 | 13.6 | 220,000 | 99,790 |
| Antonov AN-10 | 126 | 124.8 | 38.0 | 121.4 | 37.0 | 32.2 | 9.8 | 121,500 | 55,111 |
| Antonov AN-12 | 127 | 124.8 | 38.0 | 109.0 | 33.2 | 34.6 | 10.5 | 134,480 | 60,999 |
| MDC-DC-7 | 110 | 127.5 | 38.9 | 112.3 | 34.2 | 31.8 | 9.7 | 143,000 | 64,864 |
| Boeing YC-14 | 89 | 129.0 | 39.3 | 131.7 | 40.1 | 48.3 | 14.7 | 237,000 | 107,501 |
| Boeing 720B | 137 | 130.8 | 39.9 | 136.7 | 41.7 | 41.2 | 12.6 | 235,000 | 106,594 |
| Boeing 720 | 133 | 130.8 | 39.9 | 136.7 | 41.7 | 41.5 | 12.6 | 230,000 | 104,326 |
| Boeing 707-100 | 139 | 130.8 | 39.9 | 145.1 | 44.2 | 41.7 | 12.7 | 528,000 | 239,497 |
| Boeing 707-200 | 145 | 130.8 | 39.9 | 145.1 | 44.2 | 41.7 | 12.7 | 258,000 | 117,027 |
| Transall C-160 | 124 | 131.3 | 40.0 | 106.3 | 32.4 | 40.6 | 12.4 | 112,435 | 51,000 |
| Lockheed 100-20 | 137 | 132.6 | 40.4 | 106.1 | 32.3 | 38.4 | 11.7 | 155,800 | 70,670 |
| Lockheed 100-30 | 129 | 132.6 | 40.4 | 112.7 | 34.4 | 38.4 | 11.7 | 155,000 | 70,307 |
| Rockwell B-1 | 165* | 136.7 | 41.7 | 150.3 | 45.8 | 33.6 | 10.2 | 389,800 | 176,810 |
| Boeing 377 | 105 | 141.3 | 43.1 | 110.3 | 33.6 | 38.3 | 11.7 | 145,800 | 66,134 |
| Ilyushin IL-62 | 152 | 142.0 | 43.3 | 174.3 | 53.1 | 40.7 | 12.4 | 357,000 | 161,932 |
| Bristol Britannia | 117 | 142.2 | 43.3 | 124.2 | 37.9 | 37.5 | 11.4 | 185,000 | 83,915 |
| Canadair CL-44 | 123 | 142.3 | 43.4 | 136.8 | 41.7 | 38.6 | 11.8 | 210,500 | 95,481 |
| MDC-DC-8-10/20 | 131 | 142.4 | 43.4 | 150.5 | 45.9 | 42.3 | 12.9 | 276,000 | 125,192 |
| MDC-DC-8-30/40 | 133 | 142.4 | 43.4 | 150.5 | 45.9 | 42.3 | 12.9 | 315,000 | 142,882 |
| MDC-DC-8-50 | 137 | 142.4 | 43.4 | 150.5 | 45.9 | 42.3 | 12.9 | 325,000 | 147,418 |
| MDC-DC-8-61 | 142 | 142.4 | 43.4 | 187.4 | 57.1 | 42.3 | 12.9 | 328,000 | 148,778 |
| Lockheed 1011-600 | 140* | 142.8 | 43.5 | 141.0 | 43.0 | 53.0 | 16.2 | 297,000 | 134,717 |
| A-310 Airbus | 125 | 144.0 | 43.9 | 154.9 | 47.2 | 51.9 | 15.8 | 288,000 | 130,635 |
| Boeing 707-320 | 139 | 145.5 | 44.3 | 152.9 | 46.6 | 42.2 | 12.9 | 316,000 | 143,335 |
| Boeing 707-320B | 136 | 145.5 | 44.3 | 152.9 | 46.6 | 42.2 | 12.9 | 336,000 | 152,407 |
| Boeing 707-420 | 132 | 145.5 | 44.3 | 152.9 | 46.6 | 42.2 | 12.9 | 316,000 | 143,335 |

| Aircraft | Appch | Wingspan | | Length | | Tail | | Maximum | |
|--------------------|-------|----------|--------|--------|--------|------|--------|---------|---------|
| | Speed | Feet | Meters | Feet | Meters | Feet | Meters | Takeoff | Weight |
| | Knots | | | | | | | Lbs | Kg |
| Boeing E-3 | 137 | 145.9 | 44.5 | 153.0 | 46.6 | 42.0 | 12.8 | 325,000 | 147,418 |
| Vickers VC-10-1100 | 128 | 146.2 | 44.6 | 158.7 | 48.4 | 39.5 | 12.0 | 312,000 | 141,521 |
| Vickers VC-10-1150 | 138 | 146.2 | 44.6 | 171.7 | 52.3 | 39.5 | 12.0 | 335,100 | 151,999 |
| A-300 Airbus | 132 | 147.1 | 44.8 | 175.9 | 53.6 | 54.2 | 16.5 | 429,900 | 194,999 |
| MDC-DC-8-62 | 124 | 148.4 | 45.2 | 157.4 | 48.0 | 42.3 | 12.9 | 350,000 | 158,757 |
| MDC-DC-8-63 | 147 | 148.4 | 45.2 | 187.4 | 57.1 | 42.3 | 12.9 | 355,000 | 161,025 |
| Lockheed 1649 | 89 | 150.0 | 45.7 | 116.2 | 35.4 | 24.8 | 7.6 | 160,000 | 72,575 |
| Boeing 777 | 145 | 155.0 | 47.2 | 181.5 | 55.3 | 44.8 | 13.7 | 380,000 | 172,365 |
| Lockheed 1011-1 | 138 | 155.3 | 47.3 | 177.7 | 54.2 | 55.3 | 16.9 | 430,000 | 195,045 |
| Lockheed 1011-100 | 140 | 155.3 | 47.3 | 177.7 | 54.2 | 55.3 | 16.9 | 466,000 | 211,374 |
| Lockheed 1011-200 | 140 | 155.3 | 47.3 | 177.7 | 54.2 | 55.3 | 16.9 | 466,000 | 211,374 |
| Lockheed 1011-250 | 144 | 155.3 | 47.3 | 177.7 | 54.2 | 55.3 | 16.9 | 496,000 | 224,982 |
| MDC-DC-10-10 | 138 | 155.3 | 47.3 | 182.4 | 55.6 | 58.1 | 17.7 | 455,000 | 206,385 |
| Boeing 767 | 130 | 156.3 | 47.6 | 159.1 | 48.5 | 52.0 | 15.8 | 300,000 | 136,078 |
| Lockheed 1011-400 | 144 | 157.4 | 48.0 | 164.3 | 50.1 | 55.3 | 16.9 | 374,500 | 169,870 |
| Ilyushin IL-86 | 141 | 158.6 | 48.3 | 191.9 | 58.5 | 51.5 | 15.7 | 414,470 | 188,000 |
| Shorts Belfast | 126 | 158.9 | 48.4 | 136.4 | 41.6 | 47.0 | 14.3 | 230,000 | 104,326 |
| Lockheed C-141A | 129 | 160.1 | 48.8 | 145.0 | 44.2 | 39.3 | 12.0 | 325,000 | 147,418 |
| Lockheed C-141B | 129 | 160.1 | 48.8 | 168.2 | 51.3 | 39.3 | 12.0 | 325,000 | 147,418 |
| Lockheed 1011-500 | 148 | 164.3 | 50.1 | 164.3 | 50.1 | 55.3 | 16.9 | 504,000 | 228,611 |
| MDC-DC-10-30/40 | 151 | 165.4 | 50.4 | 182.4 | 55.6 | 58.1 | 17.7 | 580,000 | 263,084 |
| Ilyushin IL-76 | 119 | 165.7 | 50.5 | 152.8 | 46.6 | 48.4 | 14.8 | 374,790 | 170,002 |
| Tupolev TU-114 | 132* | 167.7 | 51.1 | 189.0 | 57.6 | 50.0 | 15.2 | 376,990 | 171,000 |

AIRPLANES IN AIRPLANE DESIGN GROUP V

| | | | | | | | | | |
|---------------|------|-------|------|-------|------|------|------|---------|---------|
| MDC-C-133 | 128 | 179.7 | 54.8 | 157.5 | 48.0 | 48.3 | 14.7 | 300,000 | 136,078 |
| Boeing B-52 | 141* | 185.0 | 56.4 | 157.6 | 48.0 | 40.8 | 12.4 | 488,000 | 221,353 |
| Boeing E-4 | 152 | 195.7 | 59.6 | 231.8 | 70.7 | 64.7 | 19.7 | 830,000 | 376,482 |
| Boeing 747 | 152 | 195.7 | 59.6 | 231.8 | 70.7 | 64.7 | 19.7 | 830,000 | 376,482 |
| Boeing 747-SR | 141 | 195.7 | 59.6 | 231.8 | 70.7 | 65.5 | 20.0 | 603,000 | 273,516 |
| Boeing 747-SP | 140 | 195.7 | 59.6 | 184.7 | 56.3 | 65.8 | 20.1 | 686,000 | 311,164 |

AIRPLANES IN AIRPLANE DESIGN GROUP VI

| | | | | | | | | | |
|---------------|------|-------|------|-------|------|------|------|---------|---------|
| Antonov AN-22 | 140* | 211.3 | 64.4 | 189.6 | 57.8 | 41.2 | 12.6 | 551,160 | 250,002 |
| Lockheed C-5A | 135 | 222.8 | 67.9 | 247.8 | 75.5 | 65.1 | 19.8 | 769,000 | 348,813 |

*Approach speeds estimated.

CITY OF POOLER
ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF POOLER, GEORGIA AS AMENDED, ENACTING AN ORDINANCE TO BE KNOWN AND CITED AS THE SAVANNAH INTERNATIONAL AIRPORT AIRSPACE ZONING ORDINANCE; TO REDUCE HAZARDS TO RESIDENTS AND PROPERTY LOCATED NEAR THE SAVANNAH INTERNATIONAL AIRPORT; TO PREVENT HAZARDS TO AIRCRAFT UTILIZING THE AIRPORT; TO PROTECT THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE; TO ESTABLISH AIRSPACE ZONES; TO ESTABLISH HEIGHT LIMITS WITHIN THE ZONES; TO REGULATE NON-CONFORMING OBSTRUCTIONS; TO PROVIDE FOR THE ISSUING OF PERMITS; TO PROVIDE FOR THE REMOVAL OF NON-CONFORMING STRUCTURES; TO PROHIBIT VARIANCES; TO PROVIDE FOR THE ZONING ADMINISTRATOR TO ADMINISTER AND ENFORCE THE PROVISIONS OF THIS ORDINANCE; TO PROVIDE FOR OTHER PENALTIES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

The Mayor and Aldermen of the City of Pooler, Georgia do hereby ordain as follows:

I.

That the Code of Ordinances, as amended, is amended by adding the following which shall be known as the "Savannah International Airport Airspace Zoning Ordinance":

SHORT TITLE.

This chapter shall be known and may be cited as the "Savannah International Airport Airspace Zoning Ordinance".

Section 1. PURPOSES AND INTENT.

This chapter is enacted for the following purposes:

- (a) To reduce hazards to residents and property located near the Savannah International Airport;

- (b) To prevent hazards to aircraft utilizing the Savannah International Airport;
- (c) To protect the public investment in the airport and its environs;
- (d) To protect the public health, safety, and general welfare; and,
- (e) To assure that land surrounding the airport will be developed to the best interests of public and private landowners, and for other purposes.

Section 2. CONFLICTING REGULATIONS.

Where there exists a conflict between any of the regulations or limitations prescribed in this chapter and any other regulations applicable to the same area, whether the conflict be with the respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

Section 3. JURISDICTION.

The jurisdiction of this chapter shall be all of that area within the incorporated limits of the City of Pooler, Georgia.

Section 4. DEFINITIONS.

Unless the context otherwise requires, the following words, as used in this chapter, shall have the meaning herein ascribed to them:

- (a) **Airport** means Savannah International Airport.
- (b) **Airport elevation** means the highest point of an airport's usable landing area measured in feet above sea level.
- (c) **Airport hazard** means any structure or tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or which is otherwise hazardous to such landing or taking off of aircraft.

- (d) **Airport hazard area** means any area of land or water upon which an airport hazard might be established, if not prevented in this chapter.
- (e) **Airport reference point** means the point established as the approximate geographic center of the airport landing area and which is so designated on the Savannah International Airport Airspace Zoning Map.
- (f) **Landing area** means the area of the airport used for landing, taking off or taxiing of aircraft.
- (g) **Nonconforming structures** means any structure, tree or use of land which does not conform to a regulation prescribed in this chapter, or an amendment thereto, as of the effective date of such regulation.
- (h) **Nonprecision Instrument Runway** means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which nonprecision approach facilities are planned or indicated on an FAA planning document or military service military airport planning document.
- (i) **Person** means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.
- (j) **Precision Instrument Runway** means a runway having an instrument approach procedure utilizing an instrument landing system (ILS), a microwave landing system (MLS), or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan; a military service approved military airport layout plan; or any other FAA planning document, or military service military planning document.
- (k) **Runway** means a defined area on an airport prepared for landing, taking off or taxiing of aircraft.
- (l) **Structure** means any object, constructed or installed by man, including, but without limitation thereof, buildings, towers, smokestacks, utility poles, and overhead transmission lines.

- (m) Tree includes any plant of the vegetable kingdom.

Section 5. AIRSPACE ZONES ESTABLISHED.

There are hereby created and established certain zones which include all of the land lying within the primary zone, precision instrument approach zones, nonprecision instrument approach zones, transition zones, horizontal zones and conical zones. Such areas and zones are shown on the Savannah International Airport Airspace Zoning Map dated June 1, 1985. Said map is made a part of this chapter to the same extent as if the information set forth on such map was fully designed and incorporated herein, and may be amended subsequent to the adoption thereof. Said map shall be kept on file in the office of the City Administrator of the City. The various zones established are shown in Illustration Number 1 and are defined as follows:

- (a) Primary Zone. An area longitudinally centered on a runway and extending 200 feet each end of that runway. The width of the primary zone is 1,000 feet for a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument runways. No structure or obstruction will be permitted within the primary zone that is not part of the landing and take off facilities and is of a greater height than the nearest point on the runway center line.
- (b) Approach zones. An area longitudinally centered on the extended runway center line and extending outward from each end of the primary zone. An approach zone is designed for each runway based upon the type of approach available or planned for that runway end.
- (1) Precision instrument approach zone. An instrument approach zone is established at each end of precision instrument runways. The inner edge of the precision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 16,000 feet at a distance of 50,200 feet beyond each end of the runway.
- (2) Nonprecision instrument approach zones. Nonprecision instrument approach zones are established at each end of the nonprecision run-

ways. The inner edge of the nonprecision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 4,000 feet for that end of a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths statute miles. This type of approach zone extends to a horizontal distance of 10,200 feet beyond each end of the runway.

- (c) Transitional zones. Transition zones are established adjacent to each precision and nonprecision instrument runway. They extend outward from the sides of the primary and approach zones and connect to the horizontal and conical zones. Transitional zones are further established adjacent to the precision instrument approach zone which projects through and beyond the limits of the conical zone, extending a distance of 5,000 feet measured horizontally, from the edge of the precision instrument approach zone perpendicular to the extended centerline of the runway.
- (d) Horizontal zone. A horizontal zone is the area within the perimeter of a horizontal plane that is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is 10,000 feet for all runways at the airport.

The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a 5,000 foot arc is encompassed by tangents connecting two adjacent 10,000 foot arcs, the 5,000 foot arc shall be disregarded on the construction of the perimeter of the horizontal plane. The horizontal zone does not include the precision and nonprecision approach zones, and the transition zones.

- (e) Conical zone. A conical zone is established as the area that begins at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet. The conical zone does not include the approach zones and transition zones.

Section 6. HEIGHT LIMITS ESTABLISHED.

Except as otherwise provided in this chapter, no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone to a height in excess of the height limit herein established for such zone. If any structure or tree is erected, altered, allowed to grow, or maintained in an area located in more than one zone, then that structure or tree will be considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

- (a) Precision instrument approach zone. One (1) foot in height for each fifty (50) feet in horizontal distance, beginning at a point 200 feet from and at the centerline elevation of the end of the instrument runway and extending to a distance of 10,200 feet from the end of the runway; thence one (1) foot in height for each forty (40) feet in horizontal distance to a point 50,200 feet from the end of the runway.
- (b) Nonprecision instrument approach zone. One (1) foot vertically for each thirty-four (34) feet in horizontal distance, beginning at a point 200 feet from, and at the centerline elevation of the nonprecision instrument runway and extending to a point 10,200 feet from the end of the runway.
- (c) Transitional zone. This area extending outward from the sides of the primary zone and approach zones connecting them to the horizontal and conical zones. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one (1) foot vertically for every seven (7) feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone or conical zone, or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zone.
- (d) Horizontal zone. One-hundred and fifty feet (150) above established airport elevation.
- (e) Conical zone. The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structures in the conical zone are 150 feet above the airport height at the inner boundary with permitted height increasing one (1) foot

vertically every twenty (20) feet to a height of 350 feet above the airport elevation.

Section 7. NONCONFORMING OBSTRUCTIONS.

The regulations prescribed by this chapter shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations when adopted or amended, or to otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction or alteration of any structure, the construction or alteration of which was begun prior to the adoption of or to any amendments to this chapter and is diligently prosecuted and completed within six (6) months thereof.

Section 8. PERMITS.

- (a) No nonconforming structures or trees may be erected, replaced, substantially altered or repaired, rebuilt, allowed to grow higher, or replanted, in any zone created in this chapter unless a permit is secured from the zoning administrator, authorizing such replacement, change or repair, except as follows:
 - (1) No permit shall be required for any structure less than 75 feet of vertical height above the ground, except when because of terrain, land contour or topographic features such structure would extend above the height limits prescribed for the following areas:
 - (i) Within the entire limits of the horizontal, conical, or transitional zones.
 - (ii) Within the limits of the precision instrument approach zones.
- (b) Each application shall indicate the purpose for which it is desired, with sufficient particularity to determine whether the resulting use or structure would conform to the regulations prescribed in this chapter. If such determination is in the affirmative, the permit applied for shall be granted.
- (c) No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure or tree to be made or

become higher, or become a greater hazard to air navigation, than it was on the effective date of this chapter, or than it is when the application for a permit is made.

- (d) Whenever the zoning Administrator determines that a non-conforming use, or nonconforming structure or tree, has been abandoned or is more than seventy percent (70%) torn down, destroyed, deteriorated, or decayed, no permit shall be granted that would allow said structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

Section 9. HAZARD MARKING AND LIGHTING REQUIRED.

Any permit granted under Section 8 of this chapter may, if such action is deemed advisable to effectuate the purposes of this chapter and reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the Airport Commission, at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to flyers the presence of an airport hazard.

Section 10. REMOVAL OF NONCONFORMING STRUCTURES.

The Airport Commission may negotiate with owners of nonconforming structures for removal, lighting, or marking of existing nonconforming structures, to be installed, operated and maintained at the Commission's expense.

Section 11. VARIANCES PROHIBITED.

No variances, special exceptions, or any other appeal within any zone created by this chapter shall be considered or granted which would violate any restrictions imposed by this chapter.

Section 12. ADMINISTRATIVE AGENCY.

The Zoning Administrator is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed by this chapter. The duties of the Zoning Administrator shall include that of hearing and deciding all applications for permits.

Section 13. PENALTIES.

Any person convicted of violating any provision of this chapter shall be subject to a fine not to exceed one hundred dollars (\$100.00) or imprisonment not to exceed thirty (30) days, or both, and shall be required to remove the subject obstruction.

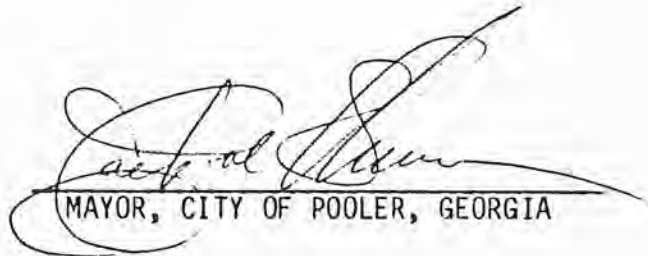
II.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

III.

This Ordinance shall become effective upon its passage by the Mayor and Aldermen of the City of Pooler.

ADOPTED THIS 20th DAY OF MARCH, 1986.


MAYOR, CITY OF POOLER, GEORGIA

ATTEST:


CITY ADMINISTRATOR

April 7, 1986

AGENDA

Call meeting to order
Invocation
Pledge of Allegiance
Reading of minutes of previous meeting
Unbudgeted bills for approval
Recognition of visitors

Report of Departments

Police
Fire
EMS
Recreation
Street
Water

OLD BUSINESS

Westside Seafood's application for wine/beer license
Workers Compensation availability to Volunteer Fire Department personnel
Motion not to extend sewer service to Hoke Smith's property during the term of this Administration

NEW BUSINESS

Judy Brannen to be sworn in to Planning & Zoning Board

(EMS - contract proposed by Chatham County)

Signing of Mylar of Mrs. Morgan's property

Release of unused sewer easement that runs from the Symons Street pump station to Highway 80

Discussion on local Transit Authority Bill

Appointment of elections superintendent

CITY MANAGERS COMMENTS

Mr. Massey, Councilman Tuten and Rep. Tom Tripplett will go to Atlanta Tues., April 8, 1986, to meet with Mr. Moreland

ADDITIONAL BUSINESS

Adjournment

AGENDA

Call meeting to order

Invocation

Pledge of Allegiance

Reading of minutes of previous meeting

Any unbudgeted bills

Recognition of Visitors

Fire Dept.

EMS

Police

Recreation

OLD BUSINESS

1. Annexation report
2. Mr. Clyde Martin, Savannah Airport Commission, height restriction ordinance.
3. Highway 80 Committee report
4. Report on Georgia Development Authority grant
5. 2nd Reading on Code repeal Article 2 of Chapter 13½
6. Bus Benches - Mr. Murray Geffen

NEW BUSINESS

1. Release of letter of credit for Charles Wessels
2. City of Port Wentworth's annual Stand Up for America Parade
3. Authorization for JoElla Rowe to sign on warer/sewer deposit account.
4. Street light request for Wildwood Court

CITY MANAGERS COMMENTS

1. Hussey, Gay & Bell's letter on storm drainage study .

ADDITIONAL BUSINESS

Adjournment

AGENDA

Call meeting to order

Invocation
Pledge of Allegiance

Reading of previous minutes
Presentation of bills

Recognition of visitors,
 Fire Dept.
 EMS
 Police Dept.
 Recreation Dept.

OLD BUSINESS

Discussion of Height Ordinance

NEW BUSINESS

Changing of Council meeting scheduled for January 20, 1986. Council members will be in Atlanta for Mayor's Day

Mr. Stanfield at 1324 South Rogers Street requests a street light

Discussion of Insurance

Additional comments

Adjournment

CHAPTER 4

Airspace Zoning

- 8-4001. Short title.
- 8-4002. Purposes and intent.
- 8-4003. Conflicting regulations.
- 8-4004. Jurisdiction.
- 8-4005. Definitions.
- 8-4006. Airspace zones established.
- 8-4007. Height limits established.
- 8-4008. Nonconforming obstructions.
- 8-4009. Permits.
- 8-4010. Hazard marking and lighting required.
- 8-4011. Removal of nonconforming structures.
- 8-4012. Variances prohibited.
- 8-4013. Administrative agency.
- 8-4014. Board of Adjustments.
- 8-4015. Penalties.

SEC. 8-4001. SHORT TITLE.

This chapter shall be known and may be cited as the "Savannah International Airport Airspace Zoning Ordinance."

SEC. 8-4002. PURPOSES AND INTENT.

This chapter is enacted for the following purposes:

- (1) To reduce hazards to residents and property located near Savannah International Airport;
- (2) To prevent hazards to aircraft utilizing Savannah International Airport;
- (3) To protect the public investment in the airport and its environs;
- (4) To protect the public health, safety, and general welfare; and
- (5) To assure that land surrounding the airport will be developed to the best interests of public and private landowners, and for other purposes.

SEC. 8-4003. CONFLICTING REGULATIONS.

Where there exists a conflict between any of the regulations or limitations prescribed in this chapter and any other regulations applicable to the same area, whether the conflict be with the respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

SEC. 8-4004. JURISDICTION.

The jurisdiction of this chapter shall be all of that area within the incorporated limits of the City of Savannah.

SEC. 8-4005. DEFINITIONS.

Unless the context otherwise requires, the following words, as used in this chapter, shall have the meaning herein ascribed to them:

Airport means Savannah International Airport.

Airport elevation means the highest point of an airport's usable landing area measured in feet above sea level.

Airport hazard means any structure or tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or which is otherwise hazardous to such landing or taking off of aircraft.

Airport hazard area means any area of land or water upon which an airport hazard might be established, if not prevented in this chapter.

Airport reference point means the point established as the approximate geographic center of the airport landing area and which is so designated on the Savannah International Airport Airspace Zoning Map.

Landing area means the area of the airport used for landing, taking off or taxiing of aircraft.

Nonconforming structures means any structure, tree or use of land which does not conform to a regulation prescribed in this chapter, or an amendment thereto, as of the effective date of such regulation.

Nonprecision Instrument Runway means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which nonprecision approach facilities are planned or indicated on an FAA planning document or military service military airport planning document.

Person means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

Precision Instrument Runway means a runway having an instrument approach procedure utilizing an instrument landing system (ILS), a microwave landing system (MLS), or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan; a military service approved military airport layout plan; or any other FAA planning document, or military service military planning document.

Runway means a defined area on an airport prepared for landing, taking off or taxiing of aircraft.

Structure means any object, constructed or installed by man, including, but without limitation thereof, buildings, towers, smokestacks, utility poles, and overhead transmission lines.

Tree includes any plant of the vegetable kingdom.

SEC. 8-4006. AIRSPACE ZONES ESTABLISHED.

There are hereby created and established certain zones which include all of the land lying within the primary zone, precision instrument approach zones, nonprecision instrument approach zones, transition zones, horizontal zones and conical zones. Such areas and zones are shown on the Savannah International Airport Airspace Zoning Map dated _____, 1984. Said map is made a part of this chapter to the same extent as if the information set forth on such map was fully designed and incorporated herein, and may be amended subsequent to the adoption thereof. Said map shall be kept on file in the office of the Clerk of Council of the City. The various zones established are shown in Illustration Number 1 and are defined as follows:

- NEW*
- (1) *Primary zone.* An area longitudinally centered on a runway and extending 200 feet each end of that runway. The width of the primary zone is 1,000 feet for a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument runways. No structure or obstruction will be permitted within the primary zone that is not part of the landing and take off facilities and is of a greater height than the nearest point on the runway center line.
 - (2) *Approach zones.* An area longitudinally centered on the extended runway center line and extending outward from each end of the primary zone. An approach zone is designed for each runway based upon the type of approach available or planned for that runway end.

a. *Precision instrument approach zone.* An instrument approach zone is established at each end of precision instrument runways. The inner edge of the precision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 16,000 feet at a distance of 50,200 feet beyond each end of the runway.

NEW
FROM
2500
TO
4000

b. *Nonprecision instrument approach zones.* Nonprecision instrument approach zones are established at each end of the nonprecision runways. The inner edge of the nonprecision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 4,000 feet for that end of a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths statute miles. This type of approach zone extends to a horizontal distance of 10,200 feet beyond each end of the runway.

(3) *Transitional zones.* Transition zones are established adjacent to each precision and nonprecision instrument runway. They extend outward from the sides of the primary and approach zones and connect to the horizontal and conical zones. Transitional zones are further established adjacent to the precision instrument approach zone which projects through and beyond the limits of the conical zone, extending a distance of 5,000 feet measured horizontally, from the edge of the precision instrument approach zone perpendicular to the extended centerline of the runway.

NEW (4) *Horizontal zone.* A horizontal zone is the area within the perimeter of a horizontal plane that is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is 10,000 feet for all runways at the airport.

The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a 5,000 foot arc is encompassed by tangents connecting two adjacent 10,000 foot arcs, the 5,000 foot arc shall be disregarded on the construction of the perimeter of the horizontal plane. The horizontal zone does not include the precision and nonprecision approach zones, and the transition zones.

- (5) *Conical zone.* A conical zone is established as the area that begins at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet. The conical zone does not include the approach zones and transition zones.

SEC. 8-4007. HEIGHT LIMITS ESTABLISHED.

Except as otherwise provided in this chapter, no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone to a height in excess of the height limit herein established for such zone. If any structure or tree is erected, altered, allowed to grow, or maintained in an area located in more than one zone, then that structure or tree will be considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

- (1) *Precision instrument approach zone.* One (1) foot in height for each fifty (50) feet in horizontal distance, beginning at a point 200 feet from and at the centerline elevation of the end of the instrument runway and extending to a distance of 10,200 feet from the end of the runway; thence one (1) foot in height for each forty (40) feet in horizontal distance to a point 50,200 feet from the end of the runway.

new
CHANGE
From
40
TO
34

- (2) *Nonprecision instrument approach zone.* One (1) foot vertically for each thirty-four (34) feet in horizontal distance, beginning at a point 200 feet from, and at the centerline elevation of the nonprecision instrument runway and extending to a point 10,200 feet from the end of the runway.
- (3) *Transitional zone.* This area extending outward from the sides of the primary zone and approach zones connecting them to the horizontal and conical zones. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one (1) foot vertically for every seven (7) feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone or conical zone, or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zone.
- (4) *Horizontal zone.* One-hundred and fifty feet (150) above established airport elevation.
- (5) *Conical zone.* The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structure in the conical zone are 150 feet above the airport height at the inner boundary with permitted height increasing one (1) foot vertically every twenty (20) feet to a height of 350 feet above the airport elevation.

SEC. 8-4008. NONCONFORMING OBSTRUCTIONS.

The regulations prescribed by this chapter shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations when adopted or amended, or to otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction or alteration of any structure, the construction or alteration of which was begun prior to the adoption of or to any amendments to this chapter and is diligently prosecuted and completed within six (6) months thereof.

SEC. 8-4009. PERMITS.

- (1) No nonconforming structures or trees may be erected, replaced, substantially altered or repaired, rebuilt, allowed to grow higher, or replanted, in any zone created in this chapter unless a permit is secured from the zoning administrator, authorizing such replacement, change or repair, except as follows:
 - a. No permit shall be required for any structure less than 75 feet of vertical height above the ground, except when because of terrain, land contour or topographic features such structure would extend above the height limits prescribed for the following areas:
 - i. Within the entire limits of the horizontal, conical, or transitional zones.
 - ii. Within the limits of the precision instrument approach zones.
- (2) Each application shall indicate the purpose for which it is desired, with sufficient particularity to determine whether the resulting use or structure would conform to the regulations prescribed in this chapter. If such determination is in the affirmative, the permit applied for shall be granted.
- (3) No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this chapter, or than it is when the application for a permit is made.
- (4) Whenever the Zoning Administrator determines that a nonconforming use, or nonconforming structure or tree, has been abandoned or is more than seventy percent (70%) torn down, destroyed, deteriorated, or decayed, no permit shall be granted that would allow said structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

SEC. 8-4010. HAZARD MARKING AND LIGHTING REQUIRED.

Any permit granted under Section 10 of this chapter may, if such action is deemed advisable to effectuate the purposes of this chapter and reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the Airport Commission, at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to flyers the presence of an airport hazard.

SEC. 8-4011. REMOVAL OF NONCONFORMING STRUCTURES.

The Airport Commission may negotiate with owners of nonconforming structures for removal, lighting, or marking of existing nonconforming structures, to be installed, operated and maintained at the Commission's expense.

SEC. 8-4012. VARIANCES PROHIBITED.

No variances, special exceptions, or any other appeal within any zone created by this chapter shall be considered or granted which would violate any restrictions imposed by this chapter.

SEC. 8-4013. ADMINISTRATIVE AGENCY.

The Zoning Administrator is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed by this chapter. The duties of the Zoning Administrator shall include that of hearing and deciding all applications for permits.

SEC. 8-4014. BOARD OF ADJUSTMENTS.

The Board of Adjustments created by Section 8-5009 of this Code shall have the same powers and duties with respect to chapter 5 of part 8 of this Code.

SEC. 8-4015. PENALTIES.

Any person convicted of violating any provision of this chapter shall be subject to a fine not to exceed one hundred dollars (\$100.00) or imprisonment not to exceed thirty (30) days, or both, and shall be required to remove the subject obstruction.

- b. Federal Aviation Regulations (FARs), Part 77, Objects Affecting Navigable Airspace, may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

4. BACKGROUND.

- a. The purpose of zoning to limit the height of objects in the vicinity of airports is to prevent them from interfering with the safe and efficient operations of the airport.
- b. Section 18 of the Airport and Airway Development Act of 1970, as amended, states in part the following: ". . . Sec. 18(a) SPONSORSHIP. As a condition precedent to his approval of an airport development project under this part, the Secretary shall receive assurances in writing, satisfactory to him, that . . . (3) the aerial approaches to the airport will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards; (4) appropriate action, including the adoption of zoning laws, has been or will be taken, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft; . . .".
- c. Airport zoning ordinances developed for height limitations will not ensure compatible land use adjacent to or in the immediate vicinity of the airport. This must be accomplished through zoning to control land use in these areas. However, zoning to limit height of objects around airports is a very important consideration for land use control for the airport influence area and should be an integral part of off-airport land use controls. While detailed treatment is not a part of this advisory circular, the restriction of off-airport land uses to those compatible with the airport should be considered by local authorities in drawing up zoning ordinances.
- i. If the object exceeds a height or surface defined in Subpart C of FAR Part 77, it would be an obstruction and would be the subject of an aeronautical study by the FAA to determine its effect on navigable airspace. If the object is concluded to have a substantial adverse effect upon the safe and efficient utilization of such airspace, it would be determined to be a hazard to air navigation. The FAA cannot prevent its erection without local assistance. The enactment of this proposed model zoning ordinance will permit the local authorities to control the erection of hazards to air navigation and thus protect the community's investment in the airport.
- j. The FAA aeronautical study will be made available to the local zoning authorities and will set forth the effects on aviation of any proposed object that would constitute an obstruction under Subpart C of FAR Part 77. This information can then be considered by the Board of Adjustment when processing applications for variances.

6. AIRPORT ZONING ORDINANCE MAP.

- a. Attached to the airport zoning ordinance and made a part thereof is the airport zoning map. The airport zoning map is similar to

5. USE C

a.

b.

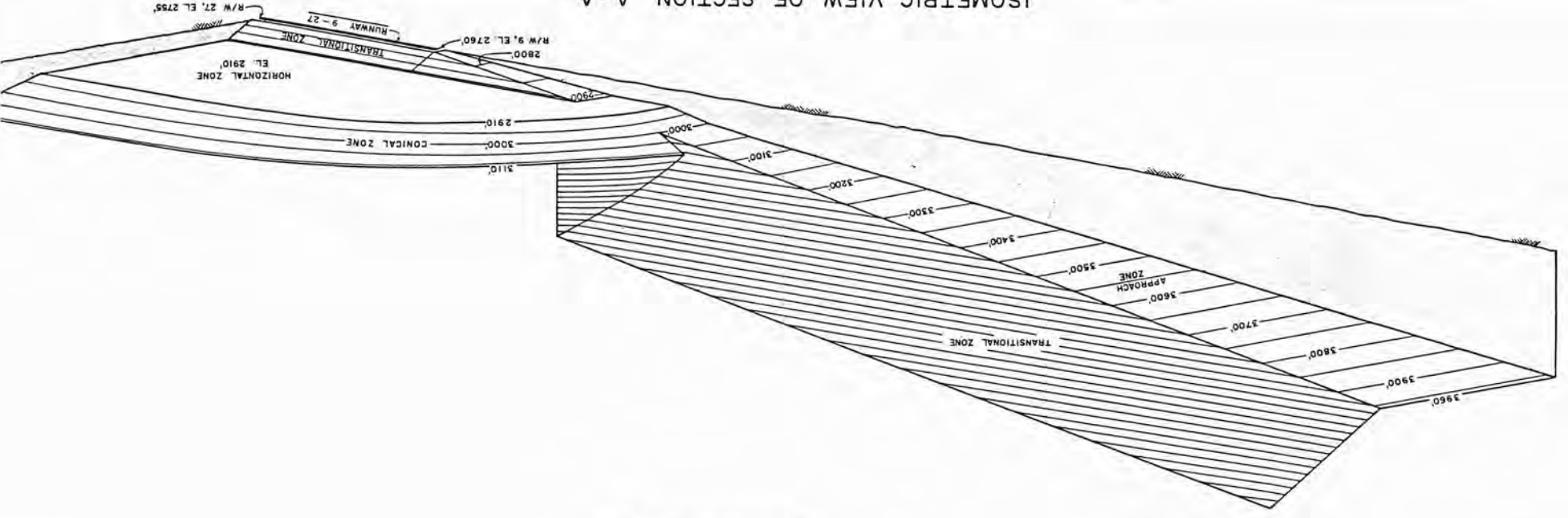
c.

d.

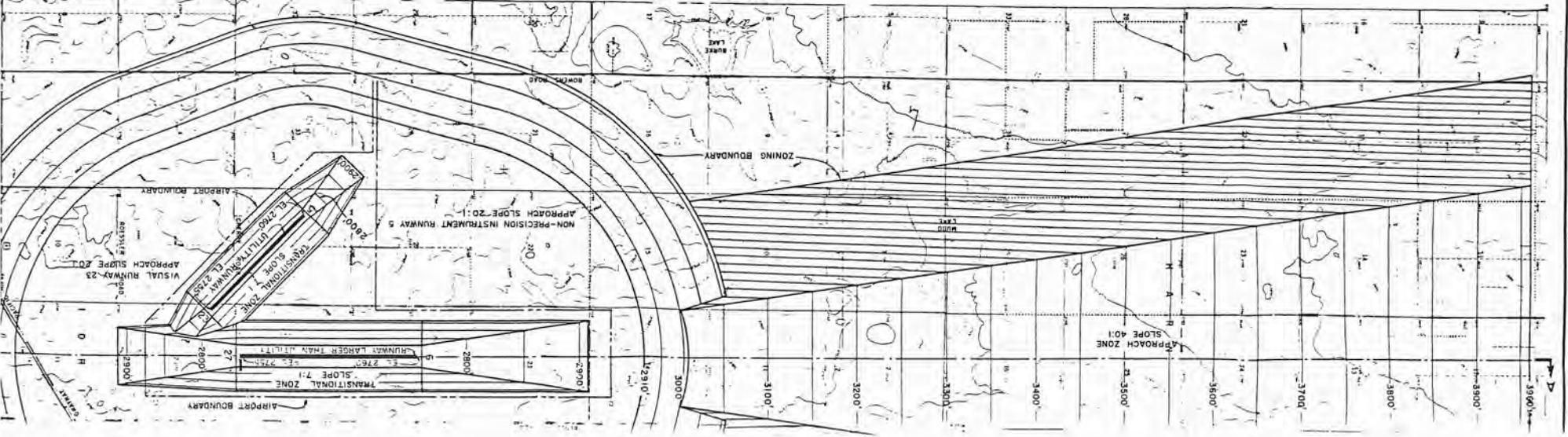
d.

7. BO
of
ex
al
St
c8. G

ISOMETRIC VIEW OF SECTION A-A



ZONING PLAN



ZONING ORDINANCE TO LIMIT HEIGHT OF OBJECTS AROUND A

THERE SEEMS TO HAVE BEEN SOME MISUNDERSTANDING ABOUT COMMUNITIES AROUND AN AIRPORT TO PASS AND PUT INTO HEIGHT RESTRICTION ORDINANCE.

TO POINT OUT THE REASONS FOR WORKING WITH EACH COMMUNITY TRYING TO HELP THEM ADOPT AN ORDINANCE TO CONTROL CONSTRUCTION AROUND AN AIRPORT IS STATED IN THE AC THIS IS AN ADVISORY CIRCULAR PUBLISHED FOR AIRPORTS AS A GUIDELINE IN COMPLYING WITH FEDERAL REGULATIONS, 77 WHICH IS A RULE THAT MUST BE FOLLOWED BY ALL AIRPORTS AND AVIATION RELATED ESTABLISHMENT.

THE AC, WHICH I HAVE MADE COPIES OF EXCERPTS, STATES THE RESPONSIBILITY OF THE AIRPORT TO ADHERE TO FEDERAL REQUIREMENTS SET OUT IN THE AIRPORT AND AIRWAY REGULATIONS OF 1970 THAT WAS ENACTED BY FEDERAL LEGISLATION AND PRESIDENT. *STATE OF GA HAS AN AUN LAW*

IN ORDER TO CONTROL THE ERECTION OF STRUCTURES NEAR AN AIRPORT THE FAA MUST HAVE THE COOPERATION OF ALL COMMUNITIES TO PREVENT AN OBJECT FROM BEING ERECTED THAT WOULD CAUSE AN ACCIDENT. IN TURN, POSSIBLE DAMAGE OR INJURY TO THE LOCAL POPULACE. PASSING OF AN ORDINANCE WILL GIVE THE COMMUNITY AUTHORITY TO HELP PREVENT ANY AIR TRAGEDY.

I AM SURE MANY OF YOU HAVE FLOWN IN AIRPLANES AND KNOW THE IMPORTANCE OF THEM TO YOUR COMMUNITY. WOULD YOU KNOWING THAT SOMEONE MIGHT ERECT A STRUCTURE IN THE PATH OF A PLANE YOU WERE ON, THEREFORE CAUSING IT TO CRASH?

WITHOUT ORDINANCES AND RULES GOVERNED BY THE COMMUNITY AROUND AN AIRPORT, THIS COULD HAPPEN, AND I AM SURE YOU WOULD WANT TO PREVENT THIS TYPE OF ACCIDENT IF THERE IS ANY POSSIBLE

ZONING ORDINANCE TO LIMIT HEIGHT OF OBJECTS AROUND AIRPORTS

THERE SEEMS TO HAVE BEEN SOME MISUNDERSTANDING ABOUT THE NEED FOR COMMUNITIES AROUND AN AIRPORT TO PASS AND PUT INTO EFFECT A HEIGHT RESTRICTION ORDINANCE.

TO POINT OUT THE REASONS FOR WORKING WITH EACH COMMUNITY IN TRYING TO HELP THEM ADOPT AN ORDINANCE TO CONTROL THE HEIGHT OF CONSTRUCTION AROUND AN AIRPORT IS STATED IN THE AC 150/5190-4. THIS IS AN ADVISORY CIRCULAR PUBLISHED FOR AIRPORTS TO USE AS A GUIDELINE IN COMPLYING WITH FEDERAL REGULATIONS. ALSO, FAR PART 77 WHICH IS A RULE THAT MUST BE FOLLOWED BY ALL AIRPORTS AND AVIATION RELATED ESTABLISHMENT.

THE AC, WHICH I HAVE MADE COPIES OF EXCERPTS, STATES THAT IT IS THE RESPONSIBILITY OF THE AIRPORT TO ADHERE TO CERTAIN REQUIREMENTS SET OUT IN THE AIRPORT AND AIRWAY DEVELOPMENT ACT OF 1970 THAT WAS ENACTED BY FEDERAL LEGISLATION AND SIGNED BY THE PRESIDENT. *STATE OF GA HRS 311 FROM 2001*

IN ORDER TO CONTROL THE ERECTION OF STRUCTURES NEAR AN AIRPORT, THE FAA MUST HAVE THE COOPERATION OF ALL COMMUNITIES TO HELP PREVENT AN OBJECT FROM BEING ERECTED THAT WOULD CAUSE AN AIRPLANE ACCIDENT. IN TURN, POSSIBLE DAMAGE OR INJURY COULD RESULT TO LOCAL POPULACE. PASSING OF AN ORDINANCE WILL GIVE THE COMMUNITY AUTHORITY TO HELP PREVENT ANY AIR TRAGEDY.

I AM SURE MANY OF YOU HAVE FLOWN IN AIRPLANES AND REALIZE THE IMPORTANCE OF THEM TO YOUR COMMUNITY. WOULD YOU WANT TO FLY KNOWING THAT SOMEONE MIGHT ERECT A STRUCTURE IN THE PATH OF THE PLANE YOU WERE ON, THEREFORE CAUSING IT TO CRASH?

WITHOUT ORDINANCES AND RULES GOVERNED BY THE COMMUNITIES AROUND AN AIRPORT, THIS COULD HAPPEN, AND I AM SURE YOU WANT TO PREVENT THIS TYPE OF ACCIDENT IF THERE IS ANY POSSIBLE WAY.

TO PROTECT YOUR PROPERTY AND THE LIVES OF PERSONS FLYING, IT IS NECESSARY TO MAKE THE AIR WAYS AND AIR CORRIDORS FREE OF UNAUTHORIZED OBSTRUCTIONS AND PASSING OF A HEIGHT RESTRICTION ORDINANCE WILL DO THIS. I THEREFORE ENCOURAGE YOU TO ADOPT AND PASS AN ORDINANCE RESTRICTING THE HEIGHT OF STRUCTURES IN YOUR TOWN.

CITY OF SAVANNAH, CHATHAM COUNTY, GARDEN CITY, PT. WENTWORTH, BLOOMINGDALE ALL HAVE PASSED A HEIGHT RESTRICTION ORDINANCE BECAUSE THEY SEE THE IMPORTANCE TO AIR SAFETY AND PROTECTION OF THEIR PROPERTY. THE ONLY TOWN AROUND SAVANNAH AIRPORT THAT HAS NOT PASSED THIS ORDINANCE IS POOLER.

I MIGHT ADD THAT IF A CITY OR TOWN ALLOWS A STRUCTURE TO BE ERECTED AND IT CAUSES AN AIRCRAFT ACCIDENT BECAUSE IT VIOLATED THE HEIGHT RESTRICTION SET OUT IN FAR PART 77, THAT THE CITY OR TOWN COULD BE LIABLE FOR A LAW SUIT.

AIRSPACE ORDINANCE

- PURPOSE - PRESENT A PROPOSED AIRSPACE ZONING ORDINANCE.
- THIS ORDINANCE HAS BEEN ADOPTED BY THE CITY OF SAVANNAH AND CHATHAM COUNTY. § GARDEN CITY & PORT WENTWORTH
- BASICALLY, THIS IS A HEIGHT RESTRICTION SAFETY ORDINANCE TO PROTECT BOTH RESIDENTS AND THE AIRCRAFT USING SAVANNAH AIRPORT.
- THE ORDINANCE RESTRICTS THE HEIGHT OF STRUCTURES WHICH COULD PRESENT A HAZARD TO AIRCRAFT TAKING OFF AND LANDING AT THE AIRPORT.
- THE ORDINANCE PROVIDES FOR AN IMAGINARY BOWL SHAPED SURFACE AROUND THE AIRPORT AND STRUCTURES MUST BE NO HIGHER THAN THIS SURFACE.

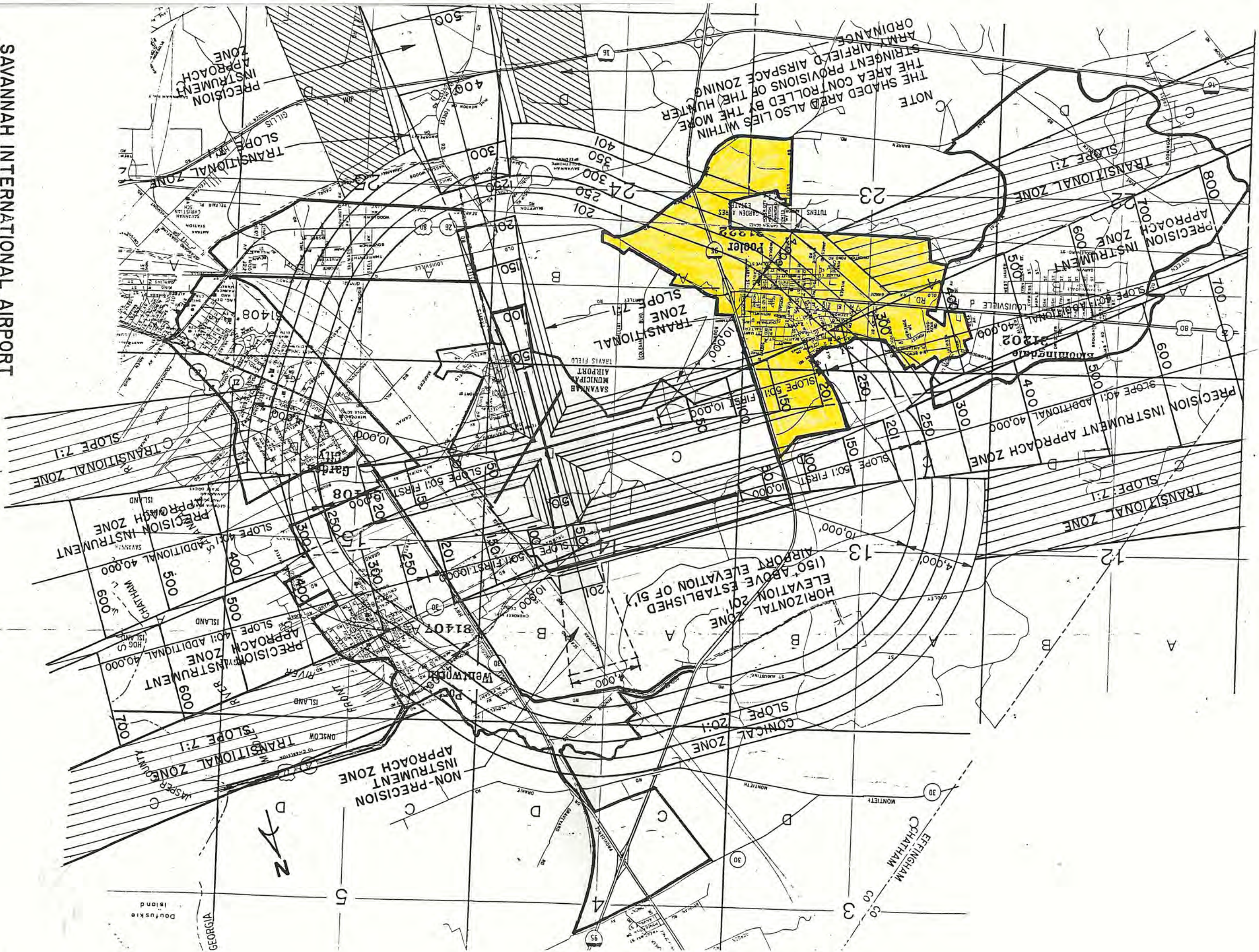
THE LOWEST IMAGINARY SURFACES ARE THE LANDING APPROACH ZONES TO THE RUNWAYS COLORED IN BLUE. THIS IS A 50 TO 1 SLOPE BEGINNING 200 FEET FROM THE END OF THE RUNWAY AND AFFECTS ONLY THE NORTHERN AND WESTERN PORTIONS OF GARDEN CITY. THE LOWEST POINT IS IN THE NW CORNER OF THE CITY LIMITS AT AN ELEVATION OF 125 FEET. WITH A PERMIT, A TWELVE STORY BUILDING COULD BE BUILT IN THIS AREA. A PERMIT IS REQUIRED FOR ANY STRUCTURE HIGHER THAN 75 FEET OR WHEN THE STRUCTURE PENETRATES THE ZONES. THE NEXT LOWEST AREA WITHIN THE CITY LIMITS IS THE AREA COLORED IN PINK AND THE HEIGHT LIMIT WITH A PERMIT WOULD BE 150 FEET OR A FIFTEEN STORY BUILDING.

- THE IMAGINARY SURFACE THEN INCREASES IN THE GREEN CONICAL AREA AS NUMBERED AT 201 FEET OUT 401 FEET. THE BROWN AREA IS TRANSITIONAL AREA AT A 7 TO 1 SLOPE WHICH IS EVEN HIGHER THAN THE GREEN AREA.

- BEYOND THE BROWN AND GREEN AREAS THERE ARE NO RESTRICTIONS EXCEPT A PERMIT MUST BE OBTAINED FOR ANY STRUCTURE GREATER THAN 200 FEET ABOVE GROUND ELEVATION OUT TO 3 MILES FROM THE AIRPORT.

- WE DO NOT SEE ANY ADVERSE IMPACT UPON GARDEN CITY AND WE WOULD REQUEST THAT YOU RECOMMEND APPROVAL OF THE PROPOSED ORDINANCE.

**SAVANNAH INTERNATIONAL AIRPORT
AIRSPACE ZONING ORDINANCE MAP**



NOTE
THE SHADED AREA ALSO LIES WITHIN
STRINGENT AIRSPACE ZONING
ORDINANCE

HORIZONTAL ZONE
(150' ABOVE ELEVATION OF 51')

NON-PRECISION
INSTRUMENT APPROACH ZONE

TRANSITIONAL ZONE
SLOPE 7:1

TRANSITIONAL ZONE
SLOPE 7:1

PRECISION INSTRUMENT APPROACH ZONE
SLOPE 40:1 ADDITIONAL 40,000'

PRECISION INSTRUMENT APPROACH ZONE
SLOPE 40:1 ADDITIONAL 40,000'

TRANSITIONAL ZONE
SLOPE 7:1

PRECISION INSTRUMENT APPROACH ZONE
SLOPE 40:1 ADDITIONAL 40,000'

CONICAL ZONE
SLOPE 20:1

TRANSITIONAL ZONE
SLOPE 7:1

Doutuskie Island

GEORGIA

EFFINGHAM
CHATHAM

PRECISION INSTRUMENT APPROACH ZONE

TRANSITIONAL ZONE
SLOPE 7:1

PRECISION INSTRUMENT APPROACH ZONE
SLOPE 40:1 ADDITIONAL 40,000'

TRANSITIONAL ZONE
SLOPE 7:1

TRANSITIONAL ZONE
SLOPE 7:1

PRECISION INSTRUMENT APPROACH ZONE
SLOPE 40:1 ADDITIONAL 40,000'

PRECISION INSTRUMENT APPROACH ZONE
SLOPE 40:1 ADDITIONAL 40,000'

TRANSITIONAL ZONE
SLOPE 7:1

PRECISION INSTRUMENT APPROACH ZONE
SLOPE 40:1 ADDITIONAL 40,000'

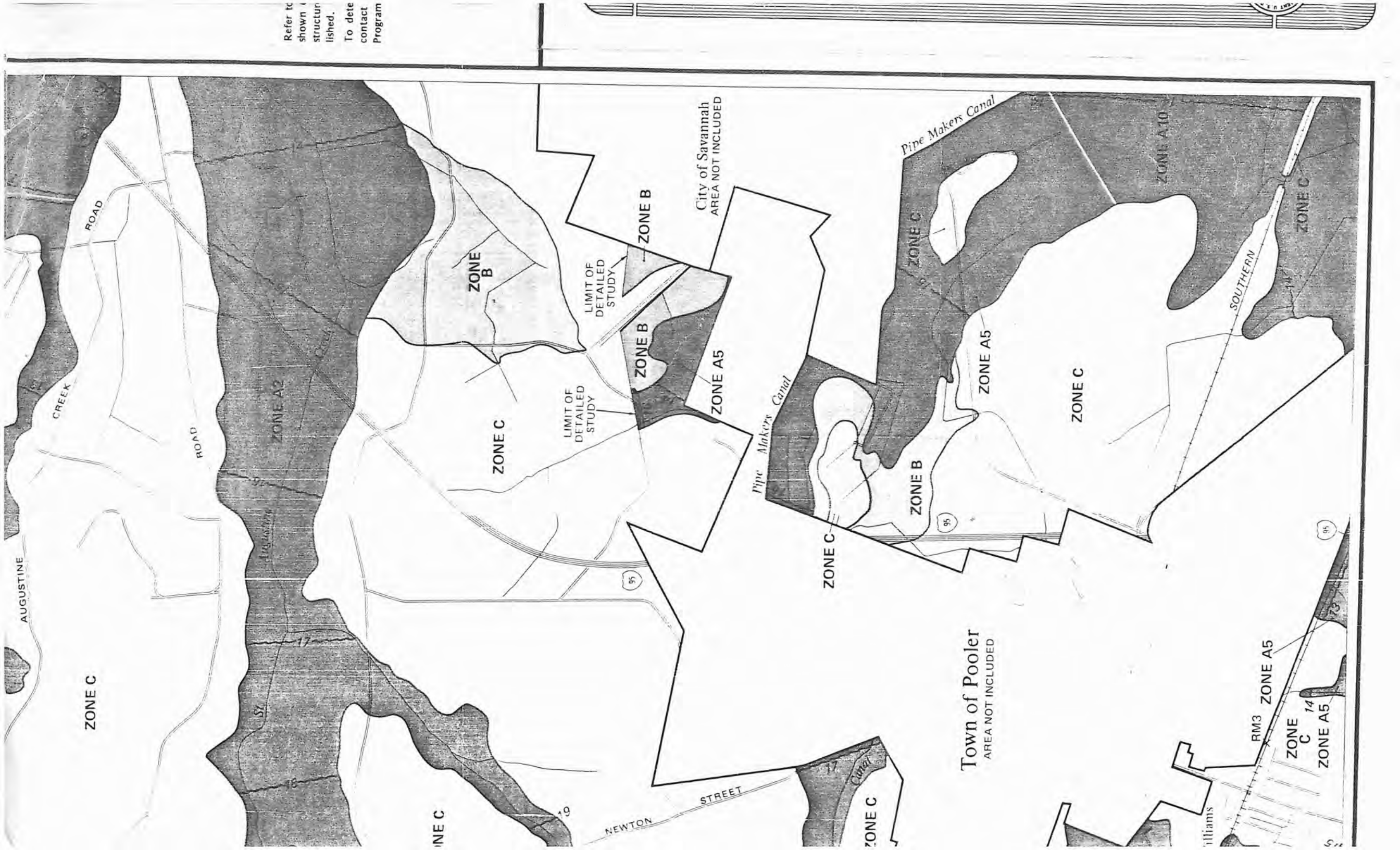
CONICAL ZONE
SLOPE 20:1

TRANSITIONAL ZONE
SLOPE 7:1

Doutuskie Island

GEORGIA

EFFINGHAM
CHATHAM



Refer to
shown
structur
lished.
To dete
contact
Program



APPENDIX C - SAVANNAH INTERNATIONAL AIRPORT AIRSPACE ZONING ORDINANCE

Footnotes:

--- (1) ---

Editor's note— *Appendix C sets forth the airport airspace zoning regulations of the city as enacted by Ord. No. 85-19, adopted Dec. 12, 1985. The provisions of said ordinance have been included as enacted, with only minor, nonsubstantive additions or deletions made for purposes of clarity and consistency. The absence of a history note following a section in App. C indicates that said section is derived unchanged from Ord. No. 85-19; conversely, a history note enclosed in parentheses following a section indicates amendment by the ordinance or ordinances cited therein.*

Cross reference— *Buildings and building regulations, Ch. 5; planning and development, Ch. 18; zoning, App. B.*

ARTICLE I. - PURPOSES AND INTENT

This chapter is enacted for the following purposes:

- (a) To reduce hazards to residents and property located near the Savannah International Airport;
- (b) To prevent hazards to aircraft utilizing the Savannah International Airport;
- (c) To protect the public investment in the airport and its environs;
- (d) To protect the public health, safety and general welfare; and
- (e) To assure that land surrounding the airport will be developed to the best interests of public and private landowners, and for other purposes.

ARTICLE II. - SHORT TITLE

This ordinance shall be known and may be cited as the "Savannah International Airport Airspace Zoning Ordinance."

ARTICLE III. - DEFINITIONS

Unless the context otherwise requires, the following words, as used in this ordinance, shall have the meanings herein ascribed to them:

- (a) *Airport* means Savannah International Airport.
- (b) *Airport elevation* means the highest point of an airport's usable landing area measured in feet above sea level.
- (c) *Airport hazard* means any structure or tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or which is otherwise hazardous to such landing or taking off of aircraft.
- (d) *Airport hazard area* means any area of land or water upon which an airport hazard might be established, if not prevented in this ordinance.
- (e) *Airport reference point* means the point established as the approximate geographic center of

the airport landing area and which is so designated on the Savannah International Airport Airspace Zoning Map.

- (f) *Landing area* means the area of the airport used for landing, taking off or taxiing of aircraft.
- (g) *Nonconforming structures* means any structure, tree or use of land which does not conform to a regulation prescribed in this ordinance, or an amendment thereto, as of the effective date of such regulation.
- (h) *Nonprecision instrument runway* means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area-type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which nonprecision approach facilities are planned or indicated on an FAA planning document or military service military airport planning document.
- (i) *Person* means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.
- (j) *Precision instrument runway* means a runway having an instrument approach procedure utilizing an instrument landing system (ILS), a microwave landing system (MLS), or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA-approved airport layout plan; a military service-approved military airport layout plan; or any other FAA planning document, or military service military planning document.
- (k) *Runway* means a defined area on an airport prepared for landing, taking off or taxiing of aircraft.
- (l) *Structure* means any object, constructed or installed by man, including, but without limitation thereof, buildings, towers, smoke-stacks, utility poles, and overhead transmission lines.
- (m) *Tree* includes any plant of the vegetable kingdom.

ARTICLE IV. - CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this ordinance and any other regulations applicable to the same area, whether the conflict be with the respect to the height of structures or trees, the use of land or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE V. - JURISDICTION

The jurisdiction of this ordinance shall be all of that area within the incorporated limits of Port Wentworth, Georgia.

ARTICLE VI. - GENERAL PURPOSE

Section 6-1. - Airspace zoning map adopted.

There are hereby created and established certain zones which include all of the land lying within the primary zone, precision instrument approach zones, nonprecision instrument approach zones, transition zones, horizontal zones and conical zones. Such areas and zones are shown on the Savannah International Airport Airspace Zoning Map dated June 1, 1985. Said map is made a part of this ordinance to the same extent as if the information set forth on such map was fully designed and incorporated herein, and may be amended subsequent to the adoption thereof. Said map shall be kept on file in the office of the clerk of council of the city. The various zones established are shown in Illustration Number 1 and are defined as follows.

Section 6-2. - Primary zone.

An area longitudinally centered on a runway and extending two hundred (200) feet each end of that runway. The width of the primary zone is one thousand (1,000) feet for a nonprecision instrument runway having a nonprecision instrument approach with visibility minimum as low as three-fourths ($\frac{3}{4}$) of a statute mile, and for precision instrument runways. No structure or obstruction will be permitted within the primary zone that is not part of the landing and take off facilities and is of a greater height than the nearest point on the runway center line.

Section 6-3. - Approach zones.

An area longitudinal centered on the extended runway center line and extending outward from each end of the primary zone. An approach zone is designed for each runway based upon the type of approach available or planned for that runway end.

- (a) *Precision instrument approach zone.* An instrument approach zone is established at each end of precision instrument runways. The inner edge of the precision instrument approach zone shall have a width of one thousand (1,000) feet at a distance of two hundred (200) feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of sixteen thousand (16,000) feet at a distance of fifty thousand two hundred (50,200) feet beyond each end of the runway.
- (b) *Nonprecision instrument approach zones.* Nonprecision instrument approach zones are established at each end of the nonprecision runways. The inner edge of the nonprecision instrument approach zone shall have a width of one thousand (1,000) feet at a distance of two hundred (200) feet beyond each end of the runway. The inner edge shall then widen

uniformly to a width of four thousand (4,000) feet for that end of a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths statute mile. This type of approach zone extends to a horizontal distance of ten thousand two hundred (10,200) feet beyond each end of the runway.

Section 6-4. - Transitional zones.

Transitional zones are established adjacent to each precision and nonprecision instrument runway. They extend outward from the sides of the primary and approach zones and connect to the horizontal and conical zones. Transitional zones are further established adjacent to the precision instrument approach zone which projects through and beyond the limits of the conical zone, extending a distance of five thousand (5,000) feet measured horizontally from the edge of the precision instrument approach zone perpendicular to the extended center line of the runway.

Section 6-5. - Horizontal zone.

- (a) A horizontal zone is the area within the perimeter of a horizontal plane that is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is ten thousand (10,000) feet for all runways at the airport.
- (b) The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a five thousand-foot arc is encompassed by tangents connecting two (2) adjacent ten thousand-foot arcs, the five thousand-foot arc shall be disregarded on the construction of the perimeter of the horizontal plane. The horizontal zone does not include the precision and nonprecision approach zones, and the transition zones.

Section 6-6. - Conical zone.

A conical zone is established as the area that begins at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of four thousand (4,000) feet. The conical zone does not include the approach zones and transition zones.

ARTICLE VII. - HEIGHT LIMIT

Section 7-1. - Limitation on structures and trees.

Except as otherwise provided in this ordinance, no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone to a height in excess of the height limit herein established for such zone. If any structure or tree is erected, altered, allowed to grow, or maintained in an area located in more than one (1) zone, then that structure or tree will be considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows.

Section 7-2. - Precision instrument approach zone.

One foot in height for each fifty (50) feet in horizontal distance, beginning at a point two hundred (200) feet from and at the center line elevation of the end of the instrument runway and extending to a distance of ten thousand two hundred (10,200) feet from the end of the runway; thence one (1) foot in height for each forty (40) feet in horizontal distance to a point fifty thousand two hundred (50,200) feet from the end of the runway.

Section 7-3. - Nonprecision instrument approach zone.

One foot vertically for each thirty-four (34) feet in horizontal distance, beginning at a point two hundred (200) feet from and at the center line elevation of the nonprecision instrument runway and extending to a point ten thousand two hundred (10,200) feet from the end of the runway.

Section 7-4. - Transitional zone.

This area extending outward from the sides of the primary zone and approach zones connecting them to the horizontal and conical zones. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one (1) foot vertically for every seven (7) feet horizontally, with the horizontal distance measured at right angles to the runway center line and extended center line, until the height matches the height of the horizontal zone or conical zone, or for a horizontal distance of five thousand (5,000) feet from the side of the part of the precision approach zone that extends beyond the conical zone.

Section 7-5. - Horizontal zone.

One hundred fifty (150) feet above established airport elevation.

Section 7-6. - Conical zone.

The area extending outward from the periphery of the horizontal zone for a distance of four thousand (4,000) feet. Height limitations for structures in the conical zone are one hundred fifty (150) feet above the airport height at the inner boundary with permitted height increasing one (1) foot vertically every twenty (20) feet to a height of three hundred fifty (350) feet above the airport elevation.

ARTICLE VIII. - NONCONFORMING OBSTRUCTIONS

The regulations prescribed by this ordinance shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations when adopted or amended, or to otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction or alteration of any structure, the construction or alteration of which was begun prior to the adoption of or to any amendments to this ordinance and is diligently prosecuted and completed within six (6) months thereof.

ARTICLE IX. - PERMITS

Section 9-1. - Permit required for nonconforming structures.

No nonconforming structures or trees may be erected, replaced, substantially altered or repaired, rebuilt, allowed to grow higher or replanted in any zone created in this ordinance unless a permit is secured from the zoning administrator authorizing such replacement, change or repair, except as follows:

- (a) No permit shall be required for any structure less than seventy-five (75) feet of vertical height above the ground, except when because of terrain, land contour or topographic features such structure would extend above the height limits prescribed for the following areas:
 - (1) Within the entire limits of the horizontal, conical or transitional zones.
 - (2) Within the limits of the precision instrument approach zones.

Section 9-2. - Application indicating purpose.

Each application shall indicate the purpose for which it is desired, with sufficient particularity to determine whether the resulting use or structure would conform to the regulations prescribed in this ordinance. If such determination is in the affirmative, the permit applied for shall be granted.

Section 9-3. - Permit restrictions.

No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this ordinance, or than it is when the application for a permit is made.

Section 9-4. - Abandonment, destroyed or decayed structure.

Whenever the zoning administrator determines that a nonconforming use, or nonconforming structure or tree, has been abandoned or is more than seventy (70) per cent torn down, destroyed, deteriorated or decayed, no permit shall be granted that would allow said structure or tree to exceed the applicable height limits or otherwise deviate from the zoning regulations.

ARTICLE X. - HAZARD MARKING AND LIGHTING REQUIRED

Any permit granted under Article IX of this ordinance may, if such action is deemed advisable to effectuate the purposes of this ordinance and reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the airport commission, at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to flyers the presence of an airport hazard.

ARTICLE XI. - REMOVAL OF NONCONFORMING STRUCTURES

The airport commission may negotiate with owners of nonconforming structures for removal, lighting or marking of existing nonconforming structures, to be installed, operated and maintained at the commission's expense.

ARTICLE XII. - VARIANCES PROHIBITED

No variances, special exceptions or any other appeal within any zone created by this ordinance shall be considered or granted which would violate any restrictions imposed by this ordinance.

ARTICLE XIII. - ADMINISTRATIVE AGENCY

The zoning administrator is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed by this ordinance. The duties of the zoning administrator shall include that of hearing and deciding all applications for permits.

ARTICLE XIV. - PENALTIES

Any person convicted of violating any provision of this ordinance shall be subject to a fine not to exceed one hundred dollars (\$100.00) or imprisonment not to exceed thirty (30) days, or both, and shall be required to remove the subject obstruction.

CODE OF ORDINANCES SAVANNAH, GEORGIA

DIVISION II

PART 8- PLANNING AND REGULATION OF DEVELOPMENT^[1]

CHAPTER 4. - AIRSPACE ZONING^[13]

Contents:

- Sec. 8-4001. - Short title.
- Sec. 8-4002. - Purposes and intent.
- Sec. 8-4003. - Conflicting regulations.
- Sec. 8-4004. - Jurisdiction.
- Sec. 8-4005. - Definitions.
- Sec. 8-4006. - Airspace zones established.
- Sec. 8-4007. - Height limits established.
- Sec. 8-4008. - Nonconforming obstructions.
- Sec. 8-4009. - Permits.
- Sec. 8-4010. - Hazard marking and lighting required.
- Sec. 8-4011. - Removal of nonconforming obstructions.
- Sec. 8-4012. - Variances prohibited.
- Sec. 8-4013. - Administrative agency.
- Sec. 8-4014. - Board of adjustments.
- Sec. 8-4015. - Penalties.

Footnotes:

--- (13) ---

Cross reference— International airport, § 4-7100 et seq.

Sec. 8-4001. - Short title.

This chapter shall be known and may be cited as the "Savannah International Airport Airspace Zoning Ordinance."
(Code 1977, § 8-4001)

Sec. 8-4002. - Purposes and intent.

This chapter is enacted for the following purposes:

1. To reduce hazards to residents and property located near Savannah International Airport;
2. To prevent hazards to aircraft utilizing Savannah International Airport;

3. To ensure that land surrounding the airport will be developed to the best interests of public and private landowners, and for other purposes.

(Code 1977, § 8-4002)

Sec. 8-4003. - Conflicting regulations.

Where there exists a conflict between any of the regulations or limitations prescribed in this chapter and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

(Code 1977, § 8-4003)

Sec. 8-4004. - Jurisdiction.

The jurisdiction of this chapter shall be all of that area within the incorporated limits of the City of Savannah.

(Code 1977, § 8-4004)

Sec. 8-4005. - Definitions.

Unless the context otherwise requires, the following words, as used in this chapter, shall have the meaning herein ascribed to them:

Airport means Savannah International Airport.

Airport elevation means the highest point of an airport's usable landing area measured in feet above sea level.

Airport hazard means any structure or tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or which is otherwise hazardous to such landing or taking off of aircraft.

Airport hazard area means any area of land or water upon which an airport hazard might be established, if not prevented in this chapter.

Airport reference point means the point established as the approximate geographic center of the airport landing area and which is so designated on the Savannah International Airport airspace zoning map.

Landing area means the area of the airport used for landing, taking off or taxiing of aircraft.

Nonconforming obstructions means any structure, tree or use of land which does not conform to a regulation prescribed in this chapter, or an amendment thereto, as of the effective date of such regulation.

Nonprecision instrument runway means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area-type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which nonprecision approach facilities are planned or indicated on an FAA planning document or military service military airport planning document.

Person means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

Precision instrument runway means a runway having an instrument approach procedure utilizing an instrument landing system (ILS), a microwave landing system (MLS), or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan; a military service approved military airport layout plan; or any other FAA planning document, or military service military planning document.

Runway means a defined area on an airport prepared for landing, taking off or taxiing of aircraft.

Structure means any object, constructed or installed by man, including, but without limitation thereof, buildings, towers, smokestacks, utility poles, and overhead transmission lines.

Tree includes any plant of the vegetable kingdom.

(Code 1977, § 8-4005)

Sec. 8-4006. - Airspace zones established.

There are hereby created and established certain zones which include all of the land lying within the primary zone, precision instrument approach zones, nonprecision instrument approach zones, transition zones, horizontal zones and conical zones. Such areas and zones are shown on the Savannah International Airport airspace zoning map dated December 4, 1984. Said map is made a part of this chapter to the same extent as if the information set forth on such map was fully designed and incorporated herein, and may be amended subsequent to the adoption thereof. Said map shall be kept on file in the office of the clerk of council of the city. The various zones established are shown in illustration number 1 and are defined as follows:

1. *Primary zone.* An area longitudinally centered on a runway and extending 200 feet beyond each end of that runway. The width of the primary zone is 1,000 feet for a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths of a statute mile and for precision instrument runways. No structure or obstruction will be permitted within the primary zone that is not part of the landing and takeoff facilities and is of a greater height than the nearest point on the runway centerline.
2. *Approach zones.* An area longitudinally centered on the extended runway centerline and extending outward from each end of the primary zone. An approach zone is designed for each runway based upon the type of approach available or planned for that runway end.
 - a. *Precision instrument approach zone.* An instrument approach zone is established at each end of precision instrument runways. The inner edge of the precision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 16,000 feet at a distance of 50,200 feet beyond each end of the runway.
 - b. *Nonprecision instrument approach zones.* Nonprecision instrument approach zones are established at each end of the nonprecision instrument runways. The inner edge of the nonprecision instrument approach zone shall have a width of 1,000 feet at a distance of 200 feet beyond each end of the runway. The inner edge shall then widen uniformly to a width of 4,000 feet for that end of a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths statute mile. This type of approach zone extends to a horizontal distance of 10,200 feet beyond each end of the runway, 10,000 feet beyond the ends of the primary zone.
3. *Transitional zones.* Transitional zones are established adjacent to each precision and nonprecision instrument runway. They extend outward from the sides of the primary and approach zones and connect to the horizontal and conical zones. Transitional zones are further established adjacent to the precision instrument approach zone which projects through and beyond the limits of the conical zone, extending a distance of 5,000 feet measured horizontally from the edge of the precision instrument approach zone perpendicular to the extended centerline of the runway.
4. *Horizontal zone.* A horizontal zone is the area within the perimeter of a horizontal plane that is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is 10,000 feet for all runways at the airport.

The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a 5,000-foot arc is encompassed by tangents connecting two adjacent 10,000-foot arcs, the 5,000-foot arc shall be disregarded on the construction of the perimeter of the horizontal plane. The horizontal zone does not include the precision and nonprecision approach zones and the transitional zones.

5. *Conical zone.* A conical zone is established as the area that begins at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet. The conical zone does not include the approach zones and transitional zones.

(Code 1977, § 8-4006)

Sec. 8-4007. - Height limits established.

Except as otherwise provided in this chapter, no structure or tree shall be erected, altered, allowed to grow, or maintained in any zone to a height in excess of the height limit herein established for such zone. If any structure or tree is erected, altered, allowed to grow, or maintained in an area located in more than one zone, then that structure or tree will be considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

1. *Precision instrument approach zone.* One foot in height for each 50 feet in horizontal distance, beginning at a point 200 feet from and at the centerline elevation of the end of the instrument runway and extending to a distance of 10,200 feet from the end of the runway (10,000 feet from the ends of the primary zone); thence one foot in height for each 40 feet in horizontal distance to a point 50,200 feet from the end of the runway (50,000 feet from the ends of the primary zone).
2. *Nonprecision instrument approach zone.* One foot vertically for each 34 feet in horizontal distance, beginning at a point 200 feet from and at the centerline elevation of the nonprecision instrument runway and extending to a point 10,200 feet from the end of the runway (10,000 feet from the ends of the primary zone).
3. *Transitional zone.* The area extending outward from the sides of the primary zone and approach zones connecting them to the horizontal and conical zones. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one foot vertically for every seven feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone or conical zone, or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zone.
4. *Horizontal zone.* One hundred fifty feet above the established airport elevation.
5. *Conical zone.* The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structures in the conical zone are 150 feet above the airport height at the inner boundary with permitted height increasing one foot vertically every 20 feet to a height of 350 feet above the airport elevation.

(Code 1977, § 8-4007)

Sec. 8-4008. - Nonconforming obstructions.

The regulations prescribed by this chapter shall not be construed to require the removal, lowering or other change or alteration of any structure or tree not conforming to the regulations when adopted or amended or to otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction or alteration of any structure, the construction or alteration of which was begun prior to the adoption of [March 14, 1985] or to any amendments to this chapter and is diligently prosecuted and completed within six months thereof.

(Code 1977, § 8-4008)

Sec. 8-4009. - Permits.

- a. No nonconforming obstructions or trees may be erected, replaced, substantially altered or repaired, rebuilt, allowed to grow higher, or replanted in any zone created in this chapter unless a permit is secured from the zoning administrator, authorizing such replacement, change or repair, except as follows:

1. No permit shall be required for any structure less than 75 feet of vertical height above the ground, except when because of terrain, land contour or topographic features such structure would extend above the height limits prescribed for the following areas:
 - a. Within the entire limits of the horizontal, conical or transitional zones.
 - b. Within the limits of the precision instrument approach zones.
- b. Each application shall indicate the purpose for which it is desired, with sufficient particularity to determine whether the resulting use or structure would conform to the regulations prescribed in this chapter. If such determination is in the affirmative, the permit applied for shall be granted.
- c. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this chapter [March 14, 1985], or than it is when the application for a permit is made.
- d. Whenever the zoning administrator determines that a nonconforming use, or nonconforming obstruction or tree, has been abandoned or is more than 70 percent torn down, destroyed, deteriorated or decayed, no permit shall be granted that would allow said obstruction or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

(Code 1977, § 8-4009)

Sec. 8-4010. - Hazard marking and lighting required.

Any permit granted under section 8-4009 of this chapter may, if such action is deemed advisable to effectuate the purposes of this chapter and reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to permit the airport commission, at its own expense, to install, operate and maintain thereon such markers and lights as may be necessary to indicate to flyers the presence of an airport hazard.

(Code 1977, § 8-4010)

Sec. 8-4011. - Removal of nonconforming obstructions.

The airport commission may negotiate with owners of nonconforming obstructions for the removal, lighting or marking of existing nonconforming obstructions, to be installed, operated and maintained at the commission's expense.

(Code 1977, § 8-4011)

Sec. 8-4012. - Variances prohibited.

No variances, special exceptions or any other appeal within any zone created by this chapter shall be considered or granted which would violate any restrictions imposed by this chapter.

(Code 1977, § 8-4012)

Sec. 8-4013. - Administrative agency.

The zoning administrator is hereby designated the administrative agency charged with the duty of administering and enforcing the regulations prescribed by this chapter. The duties of the zoning administrator shall include that of hearing and deciding all applications for permits.

(Code 1977, § 8-4013)

Sec. 8-4014. - Board of adjustments.

The board of adjustments created by section [8-5009](#) of this Code shall have the same powers and duties with respect to chapter 5 of part 8 of this Code.

(Code 1977, § 8-4014)

Cross reference— Boards, commissions and councils, § [2-5001](#) et seq.

Sec. 8-4015. - Penalties.

Any person convicted of violating any provision of this chapter shall be subject to a fine not to exceed \$100.00 or imprisonment not to exceed 30 days, or both, and shall be required to remove the subject obstruction.

(Code 1977, § 8-4015)

CODE OF ORDINANCES SAVANNAH, GEORGIA

DIVISION II

PART 8- PLANNING AND REGULATION OF DEVELOPMENT^[1]

CHAPTER 3. - ZONING (EFFECTIVE SEPTEMBER 1, 2019)

ARTICLE 7.0 OVERLAY DISTRICTS

Sec. 7.2 Airport, Airfield Overlay District

7.2.1 Purpose

The purpose of the Airport, Airfield Overlay District (AOD) is to place additional height limits, use restrictions and use standards on property within the vicinity of the Savannah-Hilton Head International Airport (Airport) and Hunter Army Airfield (HAAF) to minimize adverse effects on aircraft operations. The AOD is intended to protect and promote the general health, safety, economy and welfare of the Airport, HAAF and their environs by:

- a. Preventing the impairment and promoting the utility and safety of the Airport and HAAF;
- b. Promoting land use compatibility between the Airport and HAAF and surrounding current and future land uses;
- c. Striving for development consistency with the Airport Master Plan, as amended and the Fort Stewart/Hunter Army Airfield Joint Land Use Study, as amended; and,
- d. Protecting the Airport and HAAF from encroaching development that would hinder their continued safe and efficient operation.

7.2.2 Relationship to Zoning Districts

- a. The AOD shall be designated on the official zoning map and its boundaries shall be based upon the Savannah-Hilton Head International Airport Master Plan and Airspace Map, the Hunter Army Airfield Airspace Map and the Fort Stewart-Hunter Army Airfield Joint Land Use Study, as amended.
- b. In all zoning districts within the boundaries of the AOD, the regulations for both the base zoning district and the overlay district shall apply.

7.2.3 Applicability

The standards for the AOD shall apply to those properties that lie within the overlay district boundaries. When a property is split by the boundary of the AOD, only that portion of the property within the overlay district shall be required to meet the provisions of the district.

For aviation safety and air service considerations, aircraft operations within a five-mile radius of the airport shall comply with FAA and Airport Commission standards as published. Plans for zoning, rezoning, and site development shall be sent to the Airport Commission for review and comment. Comments shall be submitted to the Planning Director within ten days.

7.2.4 Establishment of Airport, Airfield Subzones

In order to carry out the provisions of this district, there are certain subzones that reflect where height limitations and/or use restrictions or standards apply. The various zones are defined as follows:

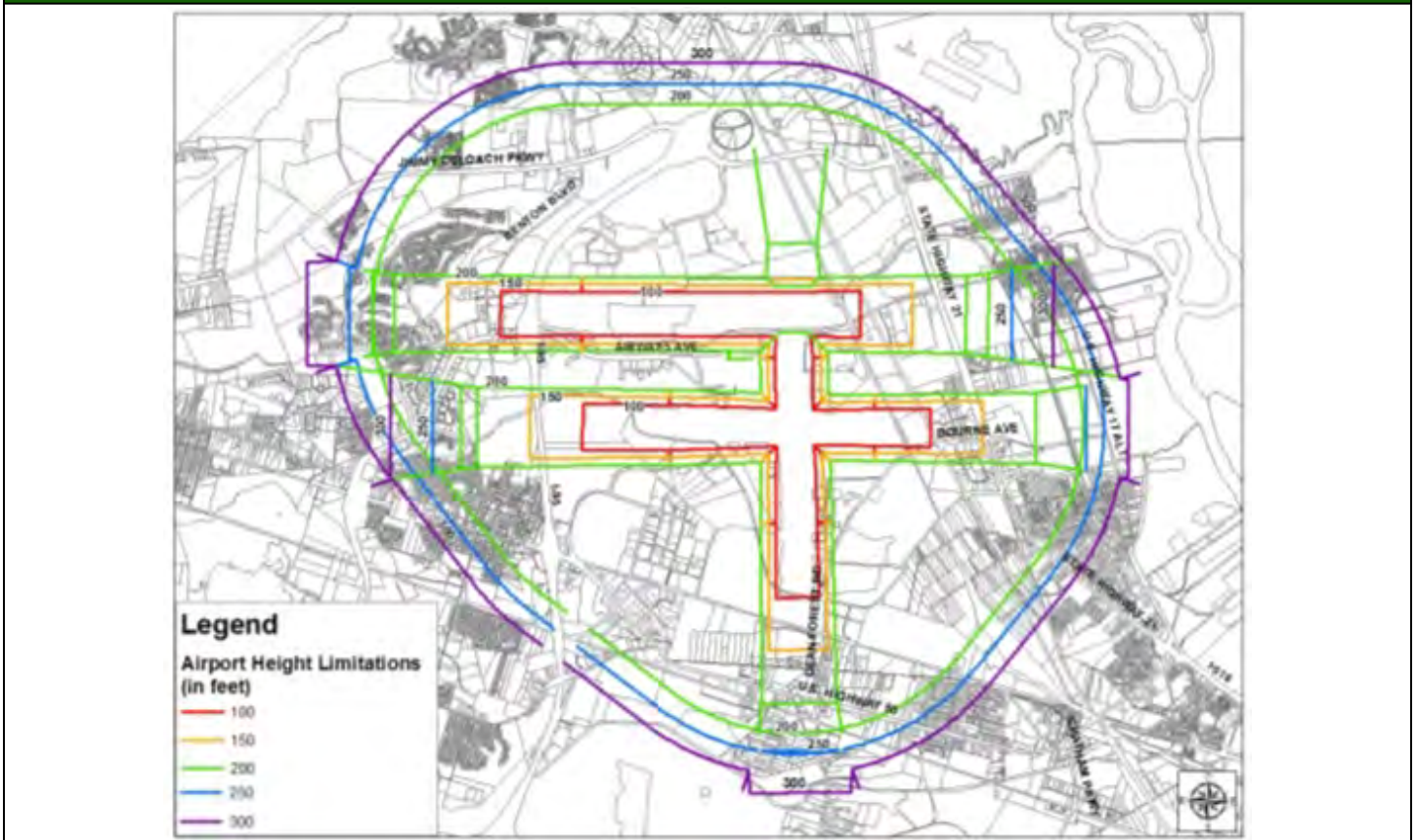
a. Airport and HAAF Height Limiting Zones

- i. Maximum height limits shall apply to all structures within the Airport, Airfield Overlay District including, but not limited to, buildings, wireless telecommunication facilities, broadcast transmission towers and construction cranes. The maximum limits are generally based upon the path of aircraft that are taking off from, landing on or

circling in a holding pattern around the runway and vary based on distance from the runway. The AOD Height Limiting Zone Map is located at the Metropolitan Planning Commission and is based upon the Savannah-Hilton Head International Airport Master Plan and Airspace Map and the HAAF Airspace Zoning Map.

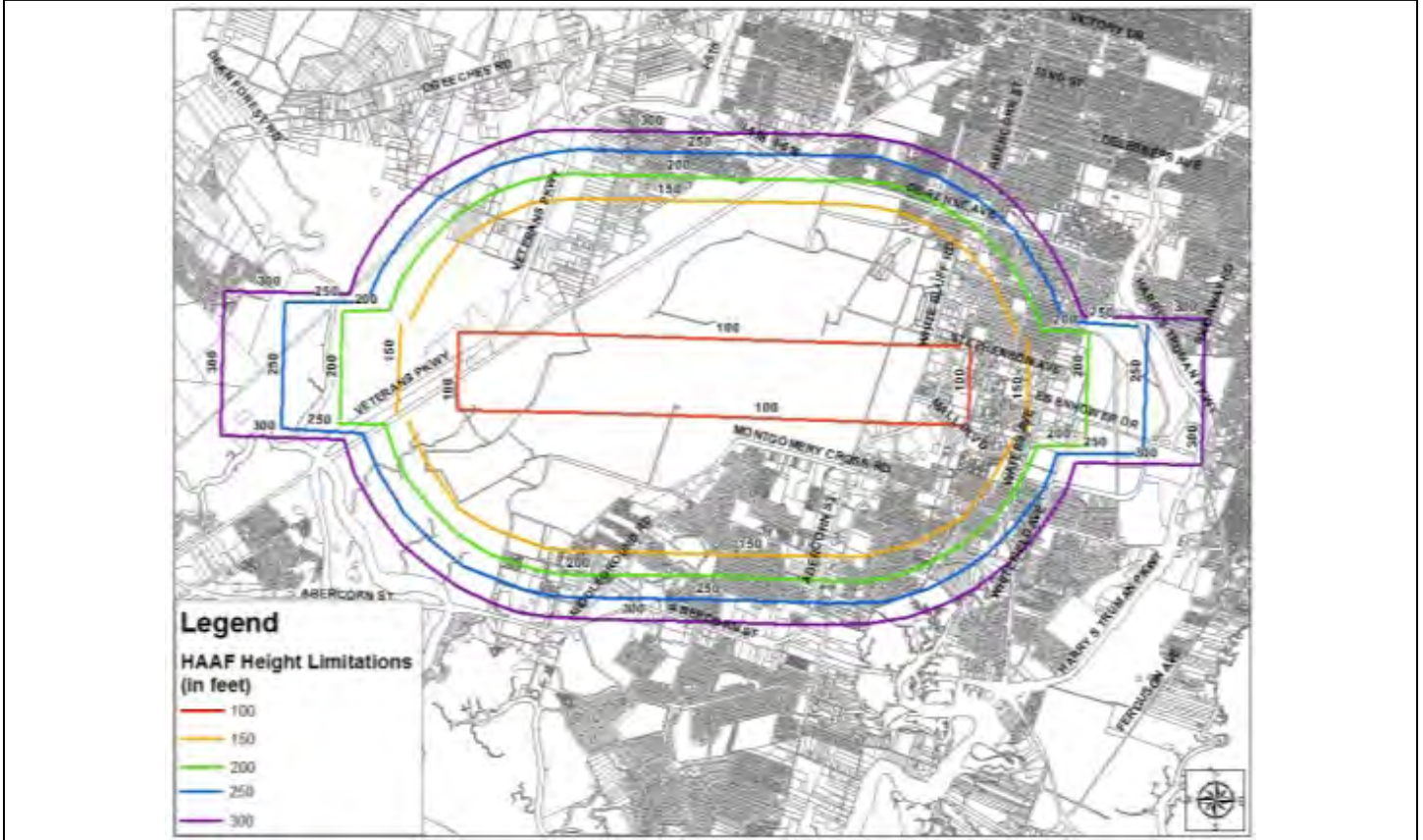
- ii. **Reserved**
- iii. When the maximum height permitted by the base zoning district and this overlay district conflict, the more restrictive height shall apply. For the purpose of determining compliance with this section, height shall be measured from mean sea level. The exceptions to height limitations found in 4.3, Exceptions and Modifications, do not apply within the AOD.
- iv. If in conflict with these regulations, the provisions of CFR 49 Part 77 shall govern the maximum height of obstacles to aviation in Savannah.

Figure 7.2-1 Airport Height Limiting Zone (up to 300 feet shown)



Commentary: Due to space limitations, the Airport Height Limiting Zone only shows the maximum heights up to 300 feet. The entire Airport Height Limiting Zone is available at the Metropolitan Planning Commission offices.

Figure 7.2-2 HAAF Height Limiting Zone (up to 300 feet shown)



Commentary: Due to space limitations, the HAAF Height Limiting Zone only shows the maximum heights up to 300 feet. The entire HAAF Height Limiting Zone is available at the Metropolitan Planning Commission offices.

b. Airport Zones

i. Airport Noise Zones

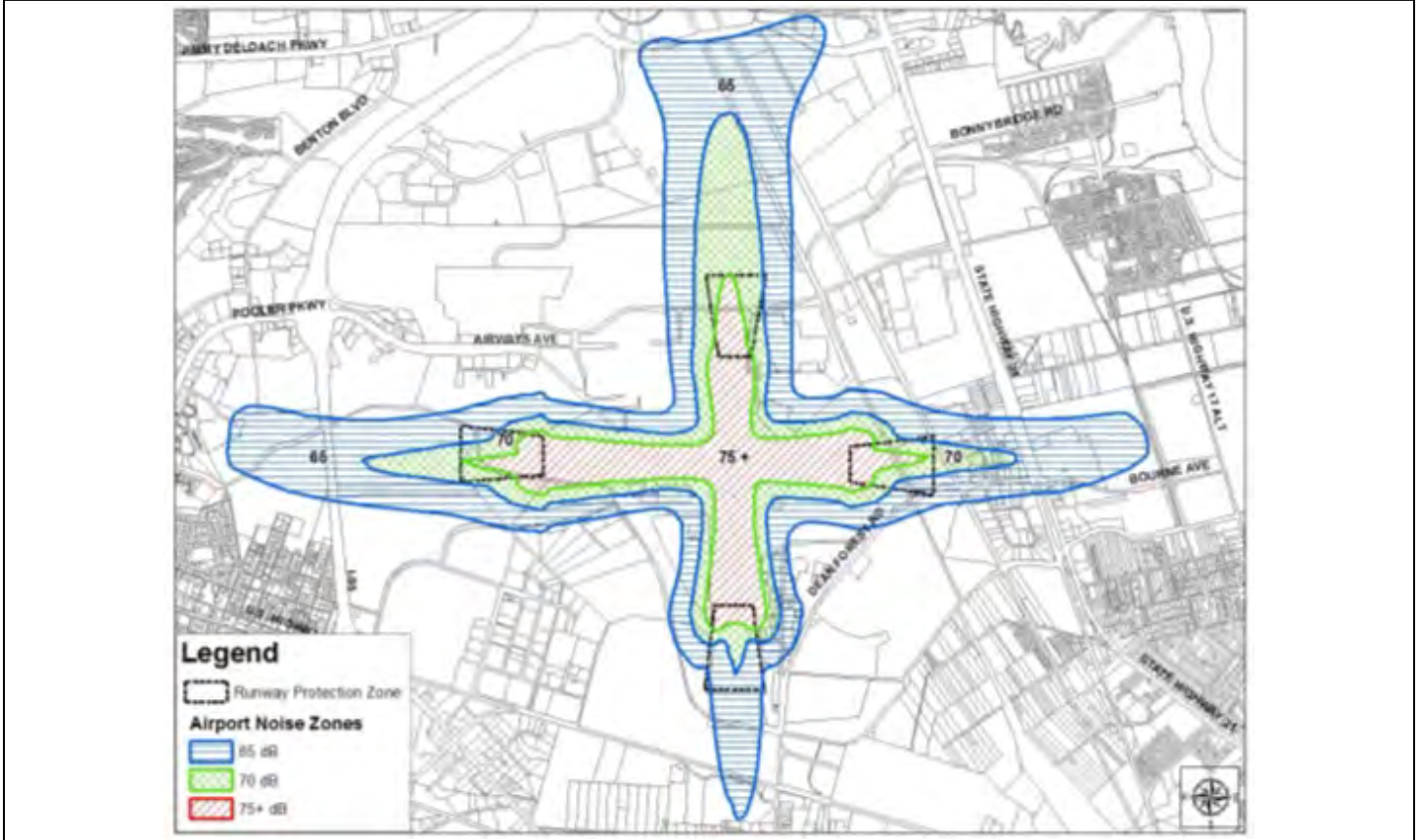
Defined as those areas in proximity to the Airport that are exposed to an average day-night sound level (Ldn) of 65, 70 or 75+ decibels as established by the Federal Aviation Regulations (FAR) Part 150 Study, 1992 Noise Exposure Map.

ii. Runway Protection Zone (RPZ)

An area 1,000 feet wide by 2,500 feet long at the immediate ends of the runways and increasing to 1,750 feet wide at the end of the RPZ. The accident potential in this area is sufficient to recommend the prohibition of any structures.



Figure 7.2-3 Airport Noise Zones and Runway Protection Zone

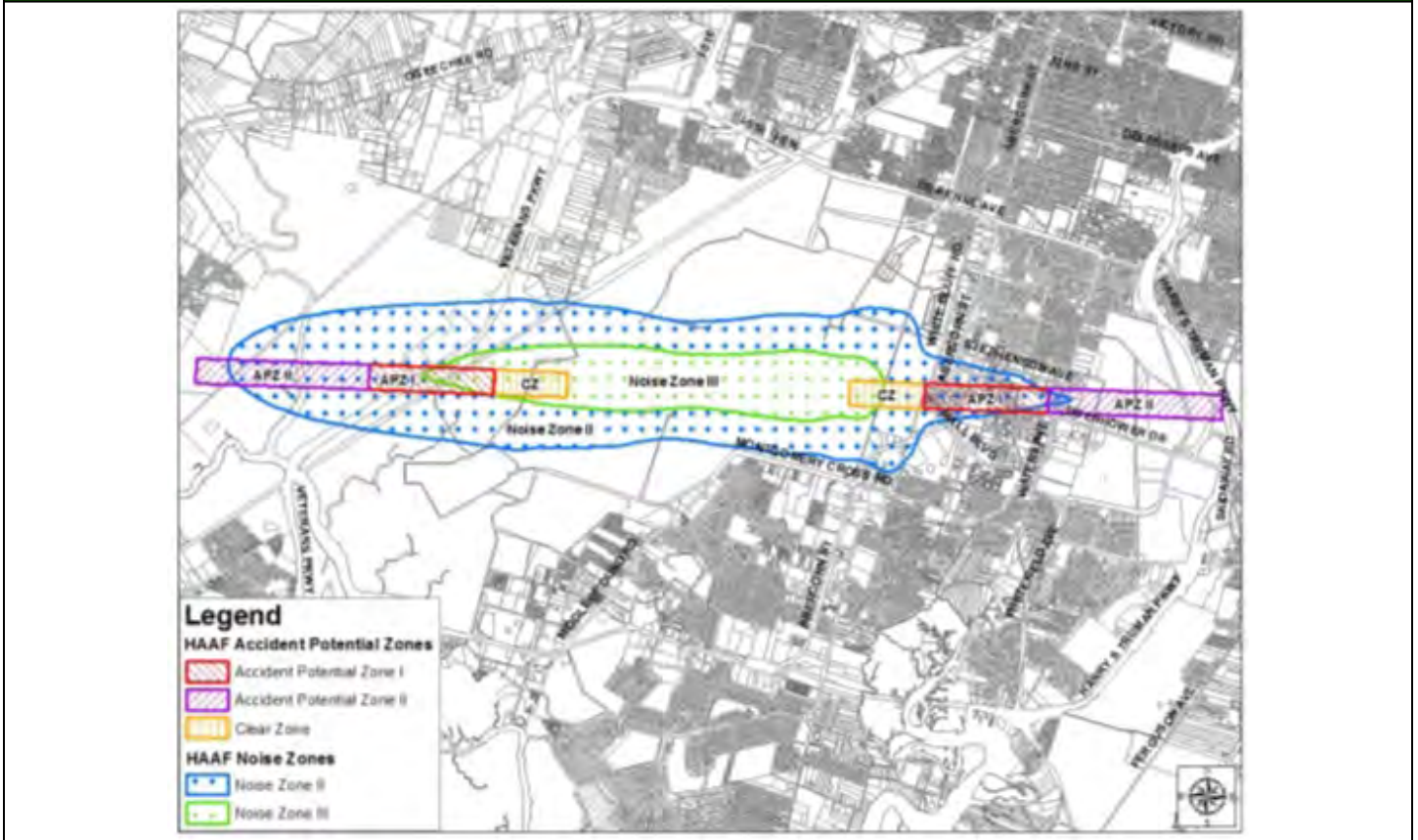


c. **HAAF Zones**

- i. **Clear Zone (CZ).** An area 1,000 feet wide by 3,000 feet long at the immediate ends of the runway. The accident potential in this area is sufficient to recommend the prohibition of any structures.
- ii. **Accident Potential Zone I (APZ I).** An area 1,000 feet wide extending 2,500 feet beyond the CZ that possesses significant potential of accidents.
- iii. **Accident Potential Zone II (APZ II).** An area 1,000 feet wide extending 2,500 feet beyond the APZ I that carries some risk of an accident.
- iv. **Noise Zone II.** This zone consists of an area where the A-weighted Decibel Noise Level (DNL) is between 65 and 75 decibels. Noise exposure within this area is significant causing residential uses to be not compatible.
- v. **Noise Zone III.** This zone consists of the immediate areas around the source of the noise in which the A-weighted DNL is more than 75 decibels.



Figure 7.2-4 HAAF Noise Zones and Accident Potential Zones



- vi. **Helicopter Transition Routes and Annoyance Buffers.** This zone is comprised of land inside the helicopter flight transition corridors between HAAF and Fort Stewart.

- vi. A note shall be recorded on subdivision plats recorded after Effective Date of this Ordinance stating that the dwelling is located within the AOD.
- b. **Office and Lodging uses; Child/Adult day care homes and centers**
Such uses located within the Airport Noise Zones, HAAF Helicopter Transition Route and HAAF Noise Zone II shall incorporate design and construction measures to achieve an outdoor to indoor noise level reduction (NLR) of at least 25 dB (see Sec. 7.2.7).
- c. **Wireless Telecommunication Facilities and Broadcast Transmission Towers**
Within the 200-foot height contour around the Airport, all new wireless telecommunication facilities and broadcast transmission towers shall be constructed with lights on the tower.
- d. **Use Restrictions Applicable to All Uses**
Notwithstanding any other provisions of this Ordinance, no use may be made of land or water within any zone established by this Ordinance in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other lights, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.

7.2.6 Prohibited Uses

Any use not explicitly allowed in the base zoning district is also prohibited in the AOD. The following are additional uses that are prohibited within certain subzones of the AOD:

- a. **Airport and HAAF Noise Zones**
 - i. Any residential use as listed in Sec. 5.4 after the Effective Date of this Ordinance;
 - ii. Child/adult day care facilities except as permitted in Sec. 7.2.5, emergency and transitional shelters, all educational uses as listed in Sec. 5.4, detention and correctional facilities and hospitals; and
 - iii. Library, art gallery, museum, places of worship or private club/lodge/private membership club.
- b. **Airport Runway Protection Zone and HAAF Clear Zone**
No structures are permitted due to the potential for accidents. In addition, the uses prohibited within the HAAF Accident Potential Zones shall also be prohibited.
- c. **HAAF Accident Potential Zones**
 - i. Any residential use as listed in Sec. 5.4 except as permitted in Sec. 7.2.5;
 - ii. Child/adult day care facilities;
 - iii. Educational uses and places of worship;
 - iv. Uses which are susceptible to fire and explosions such as principal use above-ground bulk storage of flammable and combustible liquids, explosives, hazardous materials and wastes; gasoline or fuel oil distribution facilities; oil recycling facilities; or operations which could pose threats to the public health, safety and welfare in the event of aircraft crashes or mishaps;
 - v. Surface mines/borrow pits and landfills that are initiated after Effective Date of this Ordinance;
 - vi. Any mulch or compost processing facility except for those that process Feedstock A only;
 - vii. Billboards; and
 - viii. Storage of wrecked, crushed, dismantled or partially dismantled automotive vehicles.
- d. **Helicopter Transition Routes of HAAF**

- i. All manufactured homes; and
- ii. Broadcast Transmission Towers and Wireless Communications Facilities exceeding 199 feet in height about ground level.

7.2.7 Design Standards

a. Noise Level Reduction Standards

Where Noise Level Reduction (NLR) requirements exist, structures shall be designed and constructed to minimize noise by achieving an outdoor to indoor peak noise level reduction (NLR) of at least 25 dB. Normal construction can be expected to provide an NLR of 20 dB thus the actual required reduction is only five (5) dB. Lowering the NLR can be achieved through incorporation, into the design and construction of all proposed uses, of appropriate sound insulation materials and methods for improving acoustic insulation performance. A qualified professional satisfactory to the City Manager or his or her designee shall certify that the design standards, construction standards and/or materials used to construct the structure will achieve the required noise level reductions prior to the issuance of a building permit.

The building plan shall meet the following requirements in addition to all other applicable requirements of the building code:

- i. All exterior doors shall be either:
 - 1. Solid-core or metal-clad construction;
 - 2. Separately equipped with wood or metal storm door; or
 - 3. Multiple-glazed.
 - ii. Multiple-glazed windows shall be provided for all habitable space.
 - iii. Through-the-wall/door mailboxes, venting skylights, or other direct openings from the interior to the exterior of the building shall be prohibited.
 - iv. Mechanical ventilation shall be provided of a type and design to provide adequate environmental comfort with all doors and windows closed during all seasons. Window and through-the-wall ventilation units shall not be used. Commercial cooking areas are exempt from these conditions.
- b. The following design standards apply within the APZ 1 and APZ II of HAAF:
- i. Rooftops shall be made of non-reflective material.
 - ii. All outdoor lighting shall be shielded so that no direct glare from the light can be seen from above with the following exceptions:
 - 1. Publicly approved warning lights to mark obstructions to aircraft are exempted from this regulation.
 - 2. Up lighting for buildings is permissible provided the lighting is not directed at highly reflective surfaces such as glass. Such lighting shall be shielded to prevent light from shining into the sky and above the building.
 - 3. Lighting for flags is permitted provided that the lights are not pointed directly down the final approach course or departure runway heading.
 - iii. All illuminated signs shall be shielded in such a manner that no direct glare can be seen from above.

7.2.8 Standards Not Retroactive

The standards prescribed in this Section shall not cause any use or structure to become nonconforming nor be construed to require the removal, lowering or other change or alteration of any structure not conforming to the standards as of the Effective Date of this Ordinance, or otherwise interfere with the continuance of an existing nonconforming use. Nothing contained in this Section shall require any change in the construction, alteration or intended use of any structure, the construction or alteration of which was begun prior to the Effective Date of this Ordinance and is diligently prosecuted.

7.2.9 Amendment of Noise Contour Lines

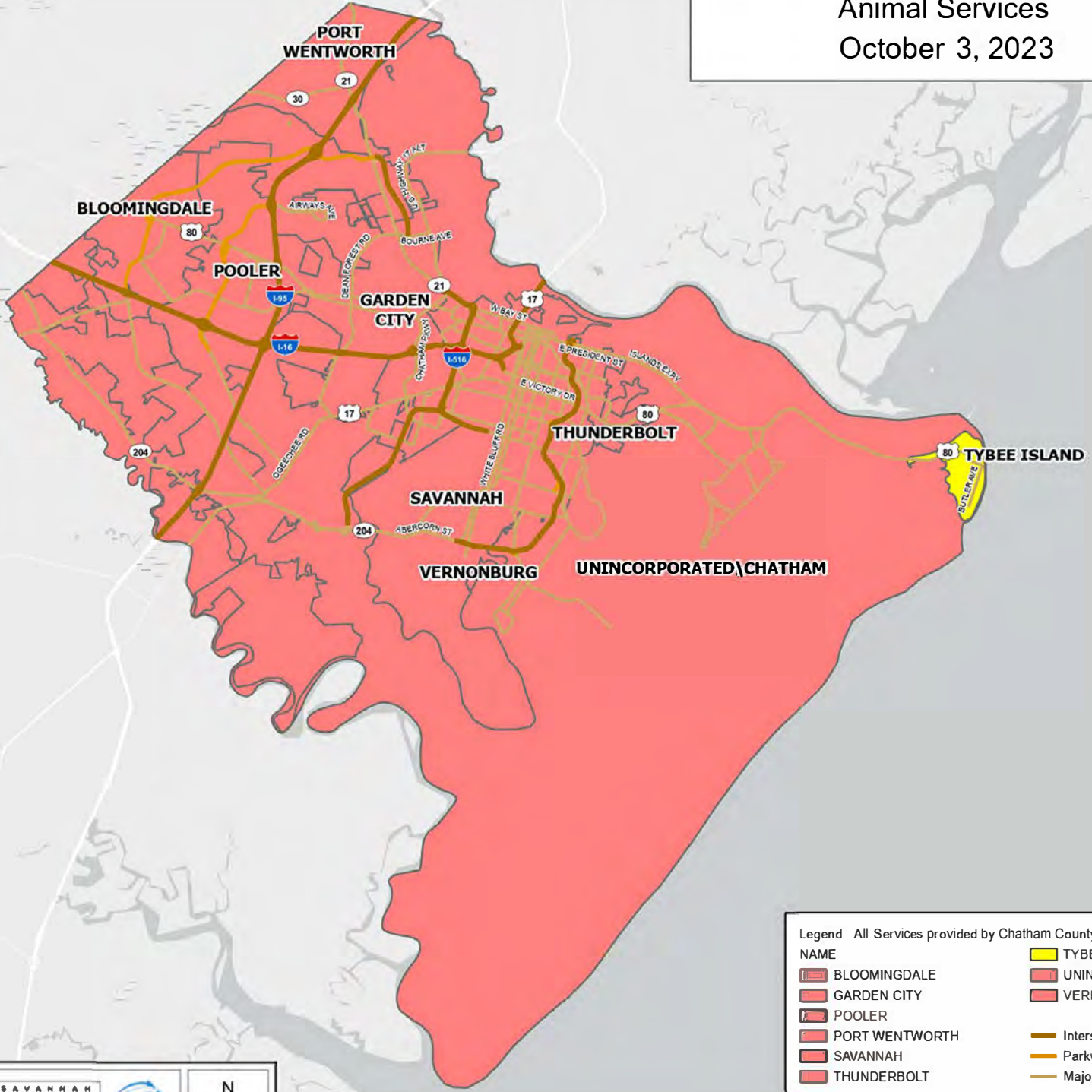
As an alternative to the noise contour lines that have been established by the US Army, the contours of Noise Zone II can be verified by an empirical noise study prior to approval of a master plan, subdivision or site plan for development. Under such a scenario, the property owner(s) shall jointly develop an empirical noise study with HAAF which will accurately reflect peak noise levels in the HAAF noise environment. A [zoning map amendment](#) shall be submitted with HAAF concurrence in order for the line(s) to be officially amended.

7.2.10 Variances

Variances shall not be permitted from the height limits or use regulations of this Section for properties within any noise zone of this overlay district. Additionally, no application for a variance to the other requirements of this Section may be considered by the [Zoning Board of Appeals](#) unless a copy of the application has been furnished to the Airport or HAAF for a written recommendation as to the aeronautical effects of the variance. If the Airport or HAAF do not respond to the application within 45 days after mailing, the Zoning Board of Appeals may act on its own to grant or deny the application.

SERVICE: ANIMAL SERVICES

Animal Services
 October 3, 2023



Legend All Services provided by Chatham County except for on Tybee Island

| NAME | |
|----------------|------------------------|
| TYBEE ISLAND | UNINCORPORATED\CHATHAM |
| BLOOMINGDALE | VERNONBURG |
| GARDEN CITY | |
| POOLER | |
| PORT WENTWORTH | Interstate |
| SAVANNAH | Parkways |
| THUNDERBOLT | Major Roads |



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A COPY/STATION OF INFORMATION FROM SOURCE(S) AND DOES NOT, IN MOST CASES, THE INFORMATION ON THIS MAP IS NOT A REPRESENTATION OF THE MAP FOR GENERAL PURPOSES ONLY

**SERVICE: BUILDING
INSPECTION/
CODE ENFORCEMENT**

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 County while engaged in the performance of providing inspection services to the Town.

- (4) The Agreement shall be an annual Agreement which shall automatically continue from year to year unless terminated after a written notice of not less than thirty (30) days before the annual renewal date. In the event that an adjustment(s) to this Agreement is desired by either party during the annual thirty (30) day renewal period, such adjustment shall be mutually agreed upon and the Agreement revised or amended and approved and signed by the appropriate authorities for each party.

Either party may terminate this Agreement as a matter of convenience at any time during the year after a written notice of the proposed termination of not less than (60) sixty days prior to the proposed termination date.

In Witness Whereof, the parties have hereunto their hands and seals the day and year first written above.



Town of Vernonburg

[Signature]
 Intendant

[Signature: Marianne Miller]
 Witness:

Chatham County:

[Signature: Dr. Billy B. Hair]

Dr. Billy B. Hair, Chairman
Chatham County Commissioners

Attest:

[Signature: April P. Dillman]
 Clerk

Approved: 12/21/01



STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

INSPECTION SERVICES AGREEMENT

This intergovernmental Agreement, entered into this 10th day of September, 2015, by and between the **City of Tybee Island**, hereinafter the "City", and **Chatham County**, hereafter the "County".

WHEREAS, the City is in need of qualified inspector(s) to inspect matters relating to the administration, plans review, and enforcement of its several construction codes in the City and enforcement of certain provisions of the Land Development Code; and,

WHEREAS, the County is providing an essential government function on behalf of the City; and,

WHEREAS, the inspector(s) of the County Building Safety and Regulatory Services Department are qualified to make such inspections, review construction plans, and administer the City's building, mechanical, electrical, plumbing, gas, fire code, flood damage control, and Land Development Code according to the attached scope of work.

NOW THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, it is hereby agreed as follows:

- (1) The City shall pay the County the sum of \$45,000.00 annually and the County shall provide its inspectors to make reasonable and necessary construction code and local ordinance inspections required by the City. The annual sum will provide the City with ninety-two (92) man hours or inspector's time per month. Time in excess of ninety-two (92) hours per month will be billed at an hourly rate.
- (2) The County shall keep appropriate records of the number of hours of inspection services rendered to the City on a quarterly basis. The City agrees to pay the County Finance Department \$3,750.00 per month plus \$37.50 per hour for time in excess of ninety-two (92) hours per month. Payment for services will be made by the City within thirty (30) days from receipt of the County's invoice.
- (3) The County will undertake to provide a part-time inspector to make reasonable efforts to perform services requested by the City, but limited to those services outlined in the agreement and attached scope of work. The County inspector and his inspections are solely for the benefit of the City to assist in code compliance and the services are not intended to be relied upon by any third party not part of this agreement. The County does not issue any express or implied representation or warranty to the City of any third party as to the performance of services under this agreement. The County or City does not waive sovereign immunity, and all actions or services provided hereunder require skill and judgement, and

the interpretation of codes and no action or omission to act shall be deemed or construed to be ministerial in nature.

- (4) The City agrees to protect, defend, indemnify, and hold harmless the County, its Commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons or damages to the property or the rights of any person or persons caused by the County while engaged in the performance of providing inspection services to the City.
- (5) The agreement shall be an annual agreement which shall automatically continue from year to year unless terminated after a written notice of not less than thirty (30) days before the annual renewal date. In the event that an adjustment(s) to this agreement is desired by either party during the annual thirty (30) day renewal period, such adjustment shall be mutually agreed upon and the agreement revised or amended and approved and signed by the appropriate authorities for each party.

Either party may terminate this agreement as a matter of convenience at any time during the year after a written notice of the proposed termination of not less than sixty (60) days prior to the proposed termination date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

This agreement becomes effective the 10 day of SEPTEMBER, 2015.

CITY OF TYBEE ISLAND



Jason Buelterman, Mayor



Jan LeViner, Clerk of Council

CHATHAM COUNTY, GEORGIA




Albert J. Scott, Chairman Chatham County
Board of Commissioners



Janice E. Bocook, Chatham County Clerk

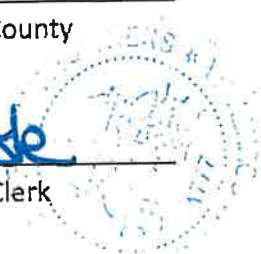
Approved as to Form And Legality



Attorney-at-Law

[SEAL]

*Approved as to Form
and Legality*





**CHATHAM COUNTY DEPARTMENT OF BUILDING
SAFETY & REGULATORY SERVICES**

P.O. Box 8161
Savannah, GA 31412-8161
912-201-4300 - Fax 912-201-4301



Gregori S. Anderson, CBO
Director

Clifford Bascombe, CBO, CFM
Assistant Director

SCOPE OF WORK

Code and Ordinance Enforcement
Services for the City of Tybee Island
(Revised August 2015)

SCOPE

- Provide a physical presence in the Tybee Island Planning and Zoning Department and conduct field inspections.
- Building construction document and drawing plan review for compliance to the State construction and fire codes and to City of Tybee Island development ordinances and State amendments.
- Construction site inspections for compliance to the State construction and fire codes, Tybee Island building and flood damage control ordinances.
- Sign-off on all inspections, flood damage control inspections and Certificates of Occupancy.
- Site inspections for compliance to the City of Tybee Island Land Development Code.

FEES

Base Annual Rate: \$45,000.00

Includes: Twenty-three (23) hours/week

Time in excess of ninety-two (92) hours/month will be billed at an hourly rate of \$37.50.

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 County while engaged in the performance of providing inspection services to the Town.

- (4) The Agreement shall be an annual Agreement which shall automatically continue from year to year unless terminated after a written notice of not less than thirty (30) days before the annual renewal date. In the event that an adjustment(s) to this Agreement is desired by either party during the annual thirty (30) day renewal period, such adjustment shall be mutually agreed upon and the Agreement revised or amended and approved and signed by the appropriate authorities for each party.

Either party may terminate this Agreement as a matter of convenience at any time during the year after a written notice of the proposed termination of not less than (60) sixty days prior to the proposed termination date.

In Witness Whereof, the parties have hereunto their hands and seals the day and year first written above.



Town of Vernonburg

[Signature]
 Intendant

[Signature: Marianne Miller]
 Witness:

Chatham County:

[Signature: Dr. Billy B. Hair]

Dr. Billy B. Hair, Chairman
Chatham County Commissioners

Attest:

[Signature: April P. Dillman]
 Clerk

Approved: 12/21/01



STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

INSPECTION SERVICES AGREEMENT

This intergovernmental Agreement, entered into this 10th day of September, 2015, by and between the **City of Tybee Island**, hereinafter the "City", and **Chatham County**, hereafter the "County".

WHEREAS, the City is in need of qualified inspector(s) to inspect matters relating to the administration, plans review, and enforcement of its several construction codes in the City and enforcement of certain provisions of the Land Development Code; and,

WHEREAS, the County is providing an essential government function on behalf of the City; and,

WHEREAS, the inspector(s) of the County Building Safety and Regulatory Services Department are qualified to make such inspections, review construction plans, and administer the City's building, mechanical, electrical, plumbing, gas, fire code, flood damage control, and Land Development Code according to the attached scope of work.

NOW THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, it is hereby agreed as follows:

- (1) The City shall pay the County the sum of \$45,000.00 annually and the County shall provide its inspectors to make reasonable and necessary construction code and local ordinance inspections required by the City. The annual sum will provide the City with ninety-two (92) man hours or inspector's time per month. Time in excess of ninety-two (92) hours per month will be billed at an hourly rate.
- (2) The County shall keep appropriate records of the number of hours of inspection services rendered to the City on a quarterly basis. The City agrees to pay the County Finance Department \$3,750.00 per month plus \$37.50 per hour for time in excess of ninety-two (92) hours per month. Payment for services will be made by the City within thirty (30) days from receipt of the County's invoice.
- (3) The County will undertake to provide a part-time inspector to make reasonable efforts to perform services requested by the City, but limited to those services outlined in the agreement and attached scope of work. The County inspector and his inspections are solely for the benefit of the City to assist in code compliance and the services are not intended to be relied upon by any third party not part of this agreement. The County does not issue any express or implied representation or warranty to the City of any third party as to the performance of services under this agreement. The County or City does not waive sovereign immunity, and all actions or services provided hereunder require skill and judgement, and

the interpretation of codes and no action or omission to act shall be deemed or construed to be ministerial in nature.

- (4) The City agrees to protect, defend, indemnify, and hold harmless the County, its Commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons or damages to the property or the rights of any person or persons caused by the County while engaged in the performance of providing inspection services to the City.
- (5) The agreement shall be an annual agreement which shall automatically continue from year to year unless terminated after a written notice of not less than thirty (30) days before the annual renewal date. In the event that an adjustment(s) to this agreement is desired by either party during the annual thirty (30) day renewal period, such adjustment shall be mutually agreed upon and the agreement revised or amended and approved and signed by the appropriate authorities for each party.

Either party may terminate this agreement as a matter of convenience at any time during the year after a written notice of the proposed termination of not less than sixty (60) days prior to the proposed termination date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

This agreement becomes effective the 10 day of SEPTEMBER, 2015.

CITY OF TYBEE ISLAND



Jason Buelterman, Mayor



Jan LeViner, Clerk of Council

CHATHAM COUNTY, GEORGIA




Albert J. Scott, Chairman Chatham County
Board of Commissioners



Janice E. Bocook, Chatham County Clerk

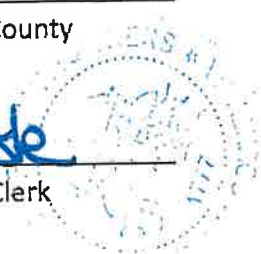
Approved as to Form And Legality



Attorney-at-Law

[SEAL]

*Approved as to Form
and Legality*





**CHATHAM COUNTY DEPARTMENT OF BUILDING
SAFETY & REGULATORY SERVICES**

P.O. Box 8161
Savannah, GA 31412-8161
912-201-4300 - Fax 912-201-4301



Gregori S. Anderson, CBO
Director

Clifford Bascombe, CBO, CFM
Assistant Director

SCOPE OF WORK

Code and Ordinance Enforcement
Services for the City of Tybee Island
(Revised August 2015)

SCOPE

- Provide a physical presence in the Tybee Island Planning and Zoning Department and conduct field inspections.
- Building construction document and drawing plan review for compliance to the State construction and fire codes and to City of Tybee Island development ordinances and State amendments.
- Construction site inspections for compliance to the State construction and fire codes, Tybee Island building and flood damage control ordinances.
- Sign-off on all inspections, flood damage control inspections and Certificates of Occupancy.
- Site inspections for compliance to the City of Tybee Island Land Development Code.

FEES

Base Annual Rate: \$45,000.00

Includes: Twenty-three (23) hours/week

Time in excess of ninety-two (92) hours/month will be billed at an hourly rate of \$37.50.

**SERVICE: COURTS & MUNICIPAL
COURT LEGAL DEFENSE**

Intergovernmental Agreement
Regarding Funding of the Recorder's Court of Chatham County
August 12, 2015

In 1972, a constitutional amendment (Ga. L. 1972 P 1493) was enacted which created the current Recorder's Court of Chatham County by abolishing the then existing Recorder's Court of Chatham County, expanding the jurisdiction of the Recorder's Court of the City of Savannah to include the unincorporated area of the County, and renaming the Recorder's Court of the City of Savannah to The Recorder's Court of Chatham County.

This Intergovernmental Agreement ("IGA") documents the procedure that will be used by Chatham County ("County") and the City of Savannah ("City") for allocating the costs of operating the joint municipal court now known as The Recorder's Court of Chatham County ("Court") over the term of the agreement.

Both the County and City agree that the Recorder's Court of Chatham County is a constitutional court created by local legislation, and except to the extent its jurisdiction, powers and procedures are expanded or modified by such legislation, is a municipal court within the meaning of O.C.G.A. Title 36.

1. **Definitions.** Unless the context clearly indicates otherwise, for purposes of this IGA the following capitalized terms shall mean:
 - 1.1. **City Court Revenues** means for any calendar year the annual sum of revenues described in Section 6.1.
 - 1.2. **County Court Revenues** means for any calendar year the annual sum of revenues described in Section 6.2.
 - 1.3. **Total Court Revenues** means for any calendar year the sum of City Court Revenues and County Court Revenues.
 - 1.4. **Shared Costs Initially Paid by City** means for any calendar year the annual sum of the costs described in Section 3.
 - 1.5. **Shared Costs Initially Paid by County** means for any calendar year the annual sum of the costs described in Section 4.
 - 1.6. **Pre-Payments** means for any calendar year the sum of amounts paid by the one party to the other party as a pre-payment toward the settlement of costs as outlined in Section 7 for that year.
 - 1.7. **Total Court Costs** means all of those expenses paid by either the City or the County, either through Shared Costs Initially Paid by City and County, Pre-payments, or those costs paid in the annual cost sharing reconciliation and settlement process. Indirect Costs incurred by the County and the City related to providing services to the Court for accounting, budgeting, human resource administration, purchasing, auditing or similar overhead functions shall not be included in the annual cost sharing reconciliation and

settlement process provided for in Section 7.

1.8. **Jurisdictional Percentage** represents the pro-rata share of cases within a jurisdiction's point of origin in relation to total cases originating within both jurisdictions.

1.9. **Point of Origin** means the geographic area in which the accused is arrested if the arrest is without a warrant. For arrest pursuant to warrant, the point of origin is the location of the crime as identified in the warrant. For misdemeanor and traffic offenses, the point of origin is defined as the geographic area in which the citation is issued. For Code Enforcement, the jurisdiction bringing the action is the place of origin for that case.

2. **Administrative Services.** The Court operates as a department of the City. The administrative functions of payroll, human resource management, procurement, accounts payable, budgeting, general accounting, and information technology support shall be provided by the City and shall be governed by the City's customary rules and procedures for such administrative functions. Personnel assigned to the Court shall be employees of the City and shall be governed by the City's customary employment procedures, and such personnel shall receive the City's customary program of benefits. This paragraph does not apply to the judges of the Recorder's Court in so far as the City's employment procedures do not govern the hiring, firing, sanctioning or selection of any judge or pro tem judge.

3. **Shared Costs Initially Paid By City.** This section describes costs of the Court that are initially paid by the City, and which shall be included in the annual cost-sharing reconciliation and settlement process provided for in Section 7.

3.1. The City shall segregate in its accounting records costs it incurs for the administration of the Court including but not limited to: Salary and Wages, personnel benefit costs, direct costs of the Court's necessary contractual services, communications, rent, travel and training, dues, publications, photocopying and printing, equipment and equipment maintenance, office supplies, postage, other necessary commodities and supplies, information technology support, risk management support, radio and telephone service support. Any of the above costs charged on an allocation basis shall be allocated to the Court on the same basis as other similar costs are allocated to all other City departments, provided such method is reasonable and does not unfairly allocate costs to the Court.

- 3.2. Each month the City shall pay rent to the County for Courthouse space and such rent shall be considered a cost of the Court. The County shall provide space for the operation of the Court in the County Courthouse facility in the approximate amount of 7,100 square feet of usable space (exclusive of access hallways). The City shall include in its Court administration budget an amount for rent at the rate of \$17.50 per square foot per year. Such amount for rent shall be deemed to include all building related costs such as utilities, janitorial services, and insurance. This rent shall be considered a cost of the Court in accordance with Section 1.7.

The rental cost for the Recorders Court will be automatically increased or decreased based on the square footage allocated for the Court's needs in the County Courthouse, at the rate of \$17.50 per square foot. The rent adjustment will occur upon the Court's taking possession of the new space or relinquishing space previously occupied.

- 3.3. The Recorder's Court has three judges. Compensation and benefits for the judges shall be deemed a cost of the Court. Judges will be City employees and shall receive City benefits, unless otherwise provided for herein in Exhibit A. Neither the County nor the City shall award Cost-of-living adjustments (COLAs), longevity or other salary adjustments not explicitly authorized and required by state law, unless authorized by the other party hereto. The Judges of Recorders Court are not City or County employees for purposes of salary adjustments.
- 3.4. All cost for pro tem judges sitting in the Recorder's Court shall be clearly delineated in accounting records and shall be deemed a cost of the Court.
- 3.5. While the Recorder's Court judges are elected, in instances of a vacancy, the City and County will utilize an appointment process to fill any open position. The selection for appointment of any Recorder's Court's judge shall be the same process as is currently utilized whereby the City and County nominate candidates on a rotating basis, with the City having the first opportunity for nomination. The nomination shall be presented to both governing authorities for confirmation through a majority vote of each governing body. Should confirmation be withheld, the appointment process will recommence, with the other party nominating the next candidate. Should confirmation be successful, the other party will have the first nomination during the next appointment process.

A confirmation process is also required for pro tem judges. Pro tem judges will be nominated by written request to both the City and County Managers which shall be signed by a majority of the judges of the Recorder's Court. The nominee will then be presented to the respective governing bodies for approval or denial upon the Manager's agreement for placement on the agenda. All pro tem judges sitting at time of execution of this agreement will be considered for nomination and reappointment, through the process outlined herein.

4. **Shared Costs Initially Paid By County.** This section describes costs of the Court that are initially paid by the County, and which shall be included in the annual cost sharing reconciliation and settlement process provided for in Section 7.

- 4.1. The County shall provide indigent defense services for the Court. The County shall segregate the direct costs of such services in its accounting records for felony cases and misdemeanor cases. The County shall provide felony and misdemeanor-representation for accused criminal defendants through a contract with the Office of the Public Defender, or utilizing contracts for services, County staff, or other methods which shall be approved by the County Manager. The County Manager shall provide notice of all such contracts and other arrangements for provisions of indigent defense services to the City Manager.

Cost of representation shall be a cost of the Court, provided that the cost of defense representation for all defendants in both felony and misdemeanor cases shall be fairly apportioned, so that the cost of defense of an accused person in Recorders' Court reasonably reflects the amount of time required of the defense lawyers in that court, compared to the time required for defense lawyers to defend the accused in higher courts. The amount of costs incurred and the apportionment of these costs shall be documented, and may be audited by either party as provide below in paragraph 8 below.

- 4.2. The County shall provide telephone communications services for the Court. Telephone costs for the Court shall be determined, annually through the County's cost allocation plan, provided such method is reasonable and does not unfairly allocate costs to the Court. The County shall segregate such Court telephone service charges in its accounting records.
- 4.3. The cost of the County Sheriff for providing necessary courtroom security shall be deemed a cost of the Court. The Sheriff shall have as many deputies as necessary to maintain proper security in his sole discretion as the Sheriff is mandated to provide security to the courthouse in accordance with

O.C.G.A. 15-16.10. Sheriff shall bill the Court a sum equal to the pay of 4.5 sworn deputies at a rank sufficient to staff the Court. Annually the Sheriff will provide the total cost of the officers outlined herein to reflect the actual expense of such deputies to include the salary and related benefit cost for those positions. For each additional courtroom that becomes operational during the term of this agreement, the Sheriff may increase the billing to the Court by a sum equal to the pay of 1.5 additional sworn deputies at a rank sufficient to staff the Court, unless the Sheriff and the Chief Judge of Recorders' Court have agreed and determined that this number is incorrect. In that case the Sheriff and Chief Judge shall recommend the use of either more or fewer deputies by the Court, which shall then be factored in as a Cost of the Court.

- 4.4. The services provided for in Sections 4.1, 4.2 and 4.6 are provided to the Court pursuant to O.C.G.A. 15-18-91 and O.C.G.A. 36-32-1.
- 4.5. (a) The cost of the Victim Witness Assistance Program (VWAP) shall be deemed an expense of the Court. The District Attorney will charge the Court a sum of \$100,000 per year for the services of that office.

(b) Prosecution of City and County Code Violations. The cost of prosecuting city and county code violations shall be furnished by the City and County Attorneys' offices, respectively, and shall not be treated as a cost of the Court.
- 4.6. Any compensation paid by the City or the County for compensation and benefits of the Recorder's Court judges shall be deemed a cost of the Court.
- 4.7 Pursuant to O.C.G.A. Section 36-32-2, the governing authorities are authorized to set and establish the salaries of all judges of the Court including pro tem judges. The compensation received by any judge on the effective date of this Act, including salaries, cost-of-living increases, and longevity increases, shall not be reduced during any such judge's current term of office. However, at the expiration of this term, the governing authorities will establish the salaries of the judges of the Court.

Each Manager shall in writing recommend a salary to its respective governing authority and the other Manager thirty (30) days prior to the qualification period for that judge's position.

The governing authorities, upon agreement of both bodies, can set, establish, modify or otherwise provide for the compensation of pro temp judges.

5. **Costs Control and Monitoring.** It shall be the responsibility of the City, through the Recorder's Court Administrator, to develop budgets and monitor budget variances for Total Court Costs.

5.1. The City shall formally notify the County Manager and obtain his written approval in advance of any of the following events:

a) Where shared costs initially paid by the City are budgeted to exceed prior year amounts by 5% or more.

b) Where the City proposes to add new staff positions to the Court for necessary Court operations.

Under no circumstances shall the County be obligated to share in increased Total Court Costs or staffing costs as identified herein if the City has failed to properly notify the County Manager.

5.2. During the year each party shall notify the other when significant budget variances occur. The Court shall identify reasons for such variances and take any necessary action. The Court will provide written notification and explanation to both governing bodies of any projected or actual budget variance that will cause the Court to exceed its approved budget, whether City or County budget.

5.3. Notwithstanding any other provisions of this agreement, the Court shall comply with all federal and state laws irrespective of changes to the budget. Should a change in law effect the Court's operation, it is the duty of the Court to notify both governing bodies of the change and its anticipated budgetary impact prior to the incurrence of additional costs.

6. **Court Revenues.** The Recorder's Court staff shall make a daily deposit to the City's designated bank account and a daily deposit to the County's designated bank account.

6.1. The amount deposited to the City's bank account shall equal the sum of all fines, local costs, contempt, publication fees, Court service fees, and Court probation fees for cases that originated within the City of Savannah. In addition, the amount deposited shall include the technology fee which is paid for cases originating in both City and County.

6.2. The amount deposited to the County's bank account shall equal the sum of all fines, local costs, contempt, publication fees, Court service fees, and Court probation fees, for cases that originated within the unincorporated area of the County. In addition, the amount deposited shall include

Jail Fund surcharges, Drug Treatment and Education Fund surcharges, and the Victims Assistance Fund payments which are paid for cases originating in both City and County.

- 6.3. Certain categories of revenues are established as "add-ons" by state law and are remitted by the Court to the Georgia Superior Court Clerks' Cooperative Authority or other office on a monthly basis. These revenues will not be included in the annual cost sharing reconciliation and settlement process. Currently these revenues include add-ons for the following purposes: Law Library, Brain and Spinal Injury Trust Fund, Driver Education and Training Fund, Georgia Crime Victims Emergency Fund, Crime Lab Fee, Peace Officer and Prosecutor Training Fund, and Indigent Defense.

7. **Annual Cost Sharing Reconciliation and Settlement.** For each twelve month period ending on each December 31, there shall be a cost-sharing reconciliation and settlement. Total Court Costs shall be shared by the City and the County based on the following formula. In Step 1, Court costs will be assigned to one of three cost centers. In Step 2, the expenses of each cost center will be broken out to either the City or County based on case load information applicable to each cost center and jurisdiction:

- 7.1. The City and County shall recognize three cost centers for the Court. There will be a Felony Cost Center, a Misdemeanor Cost Center and a Code Enforcement Cost Center. The Court will assign and tally case load data for each cost center annually based on the nature of the violation and point of origin. Felony cases will be assigned to the Felony Cost Center. Misdemeanor cases and traffic will be assigned to the Misdemeanor Cost Center. Other items that appear before the Court including ordinance violations, code enforcements and livability issues will be assigned to the Code Enforcement Cost Center. The Court's records shall support the identification of cases to each cost center.

For each cost center, the Court will annually tally the total number of cases for the cost center, the number of cases within the City's point of origin, and the number of cases within the County's point of origin. The pro-rata share of total cases identified to be originating within the City will be termed the City Jurisdictional Percentage. The pro-rata share of total cases originating within the County will be termed the County Jurisdictional Percentage.

For the purposes of this Section, the point of origin is defined in Section 1.9.

- 7.2. The Felony Cost Center will include the following Court Costs:
 - a) 50 percent of all costs for the District Attorney and VWAP as specified in Section 4.5(a); and

- b) 100 percent of costs of felony indigent defense as specified in section 4.1; and
 - b) 35 percent of the cost of the Sheriff as specified in Section 4.3; and
 - c) 35 percent of all other costs of the Court as defined herein, not otherwise specifically accounted for in another cost center.
- 7.3. The Misdemeanor Cost Center will include the following Court Costs:
- a) 50 percent of all costs for the District Attorney and VWAP as specified in Section 4.5(a); and
 - b) 57 percent of the cost of the Sheriff as specified in section 4.3; and
 - b) 100 percent of the total cost of non-felony indigent defense as specified in Section 4.1; and
 - c) 57 percent of all other costs of the Court as defined herein, not otherwise specifically accounted for in another cost center.
- 7.4. The Code Enforcement Cost Center will include the following Court Costs:
- a) 8 percent of the cost of the Sheriff as specified in section 4.3; and
 - b) 8 percent of all other costs of the Court as defined herein, not otherwise specifically accounted for in another cost center.
- 7.5 The sum of the costs allocated to each cost center will equal the Total Court Costs as defined in Section 1.7.
- 7.6. Each entity's annual cost for the Recorder's Court will be based upon the calculation of the Court Costs of each cost center and the jurisdictional percentage for the preceding year which shall yield a jurisdictional cost share. The sum of each entity's jurisdictional cost share for each cost center will be that entity's Recorder's Court cost for the annual period. This formula is summarized as follows:
- a) City's Annual Cost Share is calculated as:
 - i) Current Year Felony Cost Center Expenses multiplied by City Jurisdictional Percentage for the Prior Year, plus
 - ii) Current Year Misdemeanor Cost Center Expenses multiplied by City Jurisdictional Percentage for the Prior Year, plus
 - iii) Current Year Code Enforcement Cost Center Expenses multiplied by City Jurisdictional Percentage for the Prior Year.
 - iv) For each of Calendar Years 2016 and 2017, County agrees to give the City a credit of \$250,000 to offset the City's Annual Cost Share as calculated herein.

- b) County's Annual Cost Share is calculated as:
 - i) Current Year Felony Cost Center Expenses multiplied by County Jurisdictional Percentage for the Prior Year, plus
 - ii) Current Year Misdemeanor Cost Center Expenses multiplied by County Jurisdictional Percentage for the Prior Year, plus
 - iii) Current Year Code Enforcement Cost Center Expenses multiplied by County Jurisdictional Percentage for the Prior Year.

The County will thus be responsible for its proportionate share of each cost center originating in the unincorporated area of the county, and the City will thus be responsible for its proportionate share of each cost center originating in the municipal city limits.

- 7.7. After the close of each calendar year, but no later than March 31st of the following year, the City shall report to the County the amount of Shared Costs Initially Paid by City, and the County shall report to the City the amount of Shared Costs Initially Paid by County for the recently completed calendar year. Such costs may include the Court Costs as defined in Sections 3 and 4.
- 7.8. After receipt of the information described herein, the City shall compute the County's Annual Cost Share as defined in Section 7.6. The City shall also compute the City's Annual Cost Share as defined in Section 7.6. If the County's Annual Cost Share is greater than the sum of the Shared Costs Initially Paid by County and the County Pre-Payments for the year, then the County shall pay any difference to the City as a final settlement for the recently completed calendar year. If the County's Annual Cost Share is less than the sum of the Shared Costs Initially Paid by County and the County Pre-Payments for the year, then the City shall pay any difference to the County as a final settlement for the recently completed calendar year.
- 7.9. On a monthly basis and after the close of each calendar year, the Court shall report to both the City and County the total City Court Revenues and County Court Revenues by category for the recently completed period. The Court shall tally and remit collected revenues to each jurisdiction in a timely manner. The Court shall also annually tally and report case information necessary to make a determination as to the nature and jurisdiction of the case as defined in Sections 1.9, and for each cost center as identified in Section 7.1.

8. **Audit.** The Court, the City and County shall permit each other and/or representatives of each jurisdiction, including representatives of each jurisdiction's Department of Internal Audit, 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 agreement. The Chatham County Recorder's Court, the City and County agree to maintain records of all revenues and expenditures pertaining to funds subject to this agreement. All documents shall be available for inspection at all reasonable times in the main offices of the County or at the offices of Recorder's Court or the City as requested.




9. **Capital Assets:** During the term of this agreement, the Court may find it necessary to purchase capital assets that fall outside the scope of the Court's routine operating budget. Such capital assets would include any item with a purchase cost exceeding \$100,000 and an estimated life of more than one year. Examples include equipment, software or other personal property. Capital assets are frequently purchased through capital improvement funds and not through the Court's operating budget. However, such asset purchases could add additional operating costs to the Court's operating budget as a result of maintenance or service contracts.

Capital asset purchases shall require formal approval of both the City and County prior to their purchase. Unless provided for under separate agreement, capital asset purchases shall be an administrative cost of the Court subject to the cost allocation methodology described in Section 7.

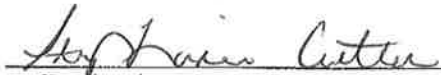
10. **Future Negotiation and Conflict Resolution:** Both parties have the right to negotiate the terms and conditions of this contract. Because of the disputes arising in connection with this complex Intergovernmental Agreement, the City of Savannah and Chatham County desire to resolve the disputes quickly, economically and with final certainty. Both parties agree to have an expert person familiar with Georgia law to determine those disputes and waive the right to a jury trial or traditional arbitration rules. Both parties agree that disputes arising out of the agreement shall be resolved by a judge, senior judge, or retired judge as agreed to by the parties and applying Georgia law. Both parties will present their factual and legal argument and position concerning any dispute to a judge who shall make a written decision that shall be considered final by the parties.

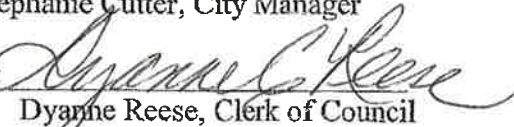
11. **Term.** This contract shall begin on January 1, 2016 and shall remain in full force and effect until January 1, 2017. At that time, the contract shall automatically renew for 1 year installments unless either party notifies the other in writing no less than four (4) months prior to the beginning of the calendar year that the party does not intend to renew the contract. Subsequent to the initial term herein the City and County shall bear the costs of any residual salaries and benefits owed to the judges of Recorder's Court for the unexpired duration of their term of office on the cost share basis in effect during the last full year of the Court's operation.

IN WITNESS WHEREOF, the parties hereunto have set their hands and affix their seals as of the date and year written above.

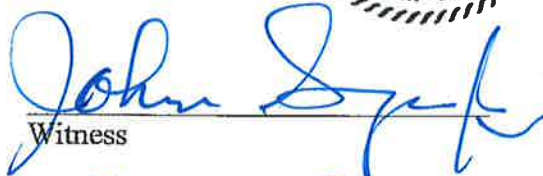


 Witness

 Notary Public


MAYOR AND ALDERMEN OF THE
 CITY OF SAVANNAH


BY: 
 Stephanie Cutter, City Manager


ATTEST: 
 Dyanne Reese, Clerk of Council

[SEAL]


 Witness

 Notary Public

CHATHAM COUNTY, GEORGIA

BY: 
 Albert J. Scott, Chairman
 Board of Commissioners

ATTEST: 
 Janice Bocook
 Clerk of Commission

[SEAL]

FRANCES Q. RASMUSSEN
 Notary Public, Chatham County GA
 My Commission Expires June 28, 2016



*approved by
 Board of
 Commissioners
 Sept 11, 2015*

EXHIBIT A

Salary and Benefit Payments as of September 2014

Salaries

| | | |
|-------------------|--------------------|------------------|
| Stokes | 20% paid by County | 80% paid by City |
| Cornwell Williams | 20% paid by County | 80% paid by City |
| Odell | 20% paid by County | 80% paid by City |

Pension

| | |
|-------------------|---|
| Stokes | Each entity provides pension benefit relative to amount of salary paid |
| Cornwell Williams | Each entity provides pension benefit relative to amount of salary paid |
| Odell | County provides pension benefit on total salary received from City & County |

Medical Plan

| | |
|-------------------|--------------------------------------|
| Stokes | City Medical Plan and benefits |
| Cornwell Williams | City Medical Plan and benefits |
| Odell | County Medical, Vision & Dental Plan |

Salary and Benefit Payments Effective January 1, 2016

Salaries

| | | |
|-------------------|---------------------|-------------------|
| Stokes | 0% paid by County | 100% paid by City |
| Cornwell Williams | 0% paid by County | 100% paid by City |
| Odell | 100% paid by County | 0% paid by City |

Pension

| | |
|-------------------|---|
| Stokes | City Pension from 1/1/16 forward; would retain any accumulated County benefit |
| Cornwell Williams | City Pension from 1/1/16 forward; would retain any accumulated County benefit |
| Odell | County provides pension benefit on total salary received from County |

Medical Plan

| | |
|-------------------|--------------------------------------|
| Stokes | City Medical Plan and benefits |
| Cornwell Williams | City Medical Plan and benefits |
| Odell | County Medical, Vision & Dental Plan |


**SERVICE: EMERGENCY
MANAGEMENT**

effective within the territorial limits of Bloomingdale until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Bloomingdale.

2. The County and Bloomingdale agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
3. The term of this Agreement shall be for 25 years.
4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.


CHATHAM COUNTY, GEORGIA

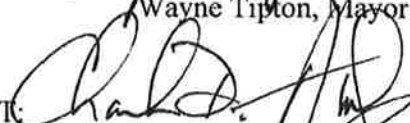
BY: 
Al Scott, Chairman
Chatham County Commission

BY: 
Clerk
Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE
CITY OF BLOOMINGDALE

BY: 
Wayne Tipton, Mayor

ATTEST: 
Clerk of Council

[SEAL]

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF BLOOMINGDALE** adopt this Emergency and Disaster Mutual Aid Agreement.

1. **Definitions:** The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "Disaster" means any natural, technological or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, city, the Governor, or the President of the United States.

Emergency: "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

2. **Term:** This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.

3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
6. **Licenses and Permits:** Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
7. **Compensation:** Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

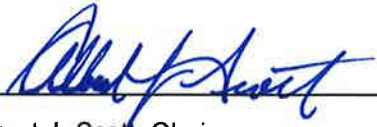
The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

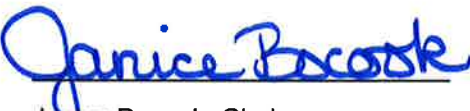
9. **Immunity:** Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

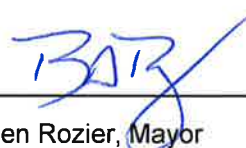
Date: 06 / 28 / 16

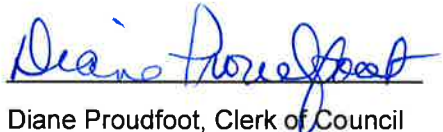
CHATHAM COUNTY, GEORGIA

BY: 
Albert J. Scott, Chairman
Chatham County Commission

BY: 
Janice Bocook, Clerk
Chatham County Commission

BLOOMINGDALE, GEORGIA

BY: 
Ben Rozier, Mayor
City of Bloomingdale

BY: 
Diane Proudfoot, Clerk of Council
City of Bloomingdale

**NIMS Agreement
City of Bloomingdale, Georgia**

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medical services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Bloomingdale, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Bloomingdale to train in and use these systems in their response operations.

This the 7 day of MARCH, 2013

Wayne P. J. J. J.
Mayor, City of Bloomingdale Georgia

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this 18th day of March, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Port Wentworth** (hereinafter "Pt. Wentworth"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHEREAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the Chatham County Emergency Operations Plan shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 31(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pt. Wentworth agree as follows:


- I. Pt. Wentworth agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the Chatham County Emergency Operations Plan shall apply and be

effective within the territorial limits of Pt. Wentworth until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Pt. Wentworth.

2. The County and Pt. Wentworth agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
3. The term of this Agreement shall be for 25 years.
4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA


BY: 
Al Scott, Chairman
Chatham County Commission

BY: 
Clerk
Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE
CITY OF PT. WENTWORTH

BY: 
Glenn Jones, Mayor

ATTEST: 
Clerk of Council

[SEAL]

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF PORT WENTWORTH** adopt this Emergency and Disaster Mutual Aid Agreement.

1. **Definitions:** The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "Disaster" means any natural, technological or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, city, the Governor, or the President of the United States.

Emergency: "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

2. **Term:** This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
6. **Licenses and Permits:** Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
7. **Compensation:** Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.


The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

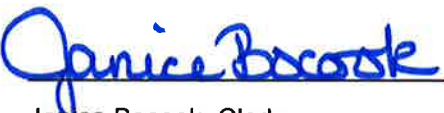
9. **Immunity:** Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

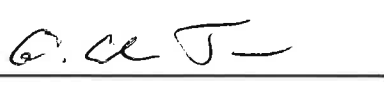
Date: 06 / 28 / 16

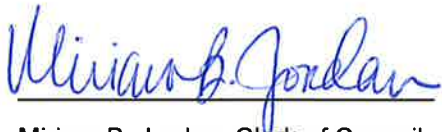
CHATHAM COUNTY, GEORGIA

BY: 
Albert J. Scott, Chairman
Chatham County Commission

BY: 
Janice Bocook, Clerk
Chatham County Commission

PORT WENTWORTH, GEORGIA

BY: 
Glenn Jones, Mayor
City of Port Wentworth

BY: 
Miriam B. Jordan, Clerk of Council
City of Port Wentworth

**NIMS Agreement
City of Pt. Wentworth, Georgia**

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medical services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Pt. Wentworth, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Pt. Wentworth to train in and use these systems in their response operations.

This the 21 day of March, 2013



Mayor, City of Pt. Wentworth Georgia

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this 18th day of March, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Pooler**(hereinafter "Pooler"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHEREAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the Chatham County Emergency Operations Plan shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 ¶ 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pooler agree as follows:


1. Pooler agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the Chatham County Emergency Operations Plan shall apply and be effective within the territorial limits of Pooler until the declaration of emergency has terminated, provided

that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Pooler.

2. The County and Pooler agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
3. The term of this Agreement shall be for 25 years.
4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA

BY: 
Al Scott, Chairman
Chatham County Commission

BY: 
Clerk
Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE
CITY OF POOLER

BY: 
Mike Lamb, Mayor

ATTEST: 
Clerk of Council

[SEAL]

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF POOLER** adopt this Emergency and Disaster Mutual Aid Agreement.

1. **Definitions:** The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "Disaster" means any natural, technological or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, city, the Governor, or the President of the United States.

Emergency: "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

2. **Term:** This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.

3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
6. **Licenses and Permits:** Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
7. **Compensation:** Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.


The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.


9. **Immunity:** Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.


Date: 06 / 28 / 16


CHATHAM COUNTY, GEORGIA

BY: 
Albert J. Scott, Chairman
Chatham County Commission

BY: 
Janice Bocoock, Clerk
Chatham County Commission

POOLER, GEORGIA

BY: 
Michael F. Lamb, Mayor
City of Pooler

BY: 
Maribeth Lindler, Clerk of Council
City of Pooler

**NIMS Agreement
City of Pooler, Georgia**

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medical services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;


Be it therefore resolved that the City of Pooler, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Pooler to train in and use these systems in their response operations.

This the 18 day of March, 2013



Mayor, City of Pooler Georgia

Attest:



Maribeth Lindler, City Clerk

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this 18th day of March, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Garden City** (hereinafter "Garden City"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHEREAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the Chatham County Emergency Operations Plan shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 ¶ 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Garden City agree as follows:

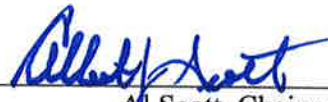
1. Garden City agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the Chatham County Emergency Operations Plan shall apply and be

effective within the territorial limits of Garden City until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Garden City.

2. The County and Garden City agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
3. The term of this Agreement shall be for 25 years.
4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

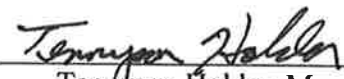
CHATHAM COUNTY, GEORGIA

BY: 
Al Scott, Chairman
Chatham County Commission

BY: 
Clerk
Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE
CITY OF GARDEN CITY

BY: 
Temyson Holder, Mayor

ATTEST: 
Clerk of Council

[SEAL]

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO RENEW ITS LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT WITH CHATHAM COUNTY, GEORGIA; TO AUTHORIZE THE CITY'S MAYOR TO EXECUTE THE AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Garden City is desirous of renewing its participation in Chatham County's Emergency Management Program through the execution of that certain Local Emergency and Disaster Mutual Aid Agreement (the "Agreement") between the City and the County providing for the pooling, lending, and borrowing of each party's equipment, services, and personnel in the event of any emergency or disaster, a copy of the Agreement being attached hereto as Exhibit "A;" and,

WHEREAS, the Agreement is authorized under Section 38-3-29 of the Official Code of Georgia, the County's Emergency Management Code, and the City Charter; and,

WHEREAS, the City deems its entering into the Agreement with the County to be in the best interests of its residents and businesses.

NOW, THEREFORE, be it resolved by the Mayor and Council for Garden City, Georgia, and it is hereby resolved that:

1. The Mayor and Council for Garden City, Georgia, hereby authorize the City of Garden City, Georgia, to enter into the Agreement attached hereto as Exhibit "A" wherein Chatham County and the City agree to continue providing emergency and disaster assistance to each other pursuant to the terms set forth therein.
2. The Mayor and Council further authorize the Mayor to execute the Agreement, together with any other document necessary to further the intent of this Resolution.

Adopted by the Mayor and Council of Garden City, Georgia, on this 18th day of April, 2016.



RHONDA FERRELL-BOWLES
CLERK OF COUNCIL

Received and approved this 18th day of April, 2016.



DON BETHUNE
MAYOR, GARDEN CITY, GEORGIA

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF GARDEN CITY** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "Disaster" means any natural, technological or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, city, the Governor, or the President of the United States.

Emergency: "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

2. **Term:** This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
6. **Licenses and Permits:** Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
7. **Compensation:** Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

GARDEN CITY, GEORGIA

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. **Immunity:** Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

Date: 06 / 28 / 16

CHATHAM COUNTY, GEORGIA

BY:



Albert J. Scott, Chairman
Chatham County Commission

BY:



Janice Bocook, Clerk
Chatham County Commission

GARDEN CITY, GEORGIA

BY:



Don Bethune, Mayor
City of Garden City

BY:



Rhonda Ferrell-Bowles, Clerk of Council
City of Garden City

**NIMS Agreement
City of Garden City, Georgia**

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Garden City, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Garden City to train in and use these systems in their response operations.

This the 1st day of July, 2013


Tennison Holder
Mayor, City of Garden City Georgia

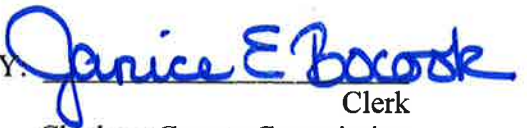
effective within the territorial limits of Savannah until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Savannah.

2. The County and Savannah agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
3. The term of this Agreement shall be for 25 years.
4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

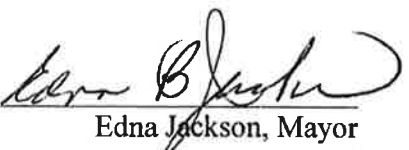
CHATHAM COUNTY, GEORGIA

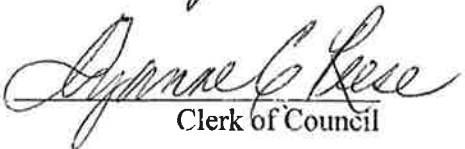
BY: 
Al Scott, Chairman
Chatham County Commission

BY: 
Clerk
Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE
CITY OF SAVANNAH

BY: 
Edna Jackson, Mayor

ATTEST: 
Clerk of Council

[SEAL]

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF SAVANNAH** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "Disaster" means any natural, technological or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, city, the Governor, or the President of the United States.

Emergency: "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

2. **Term:** This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within three days of the verbal request.

5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
6. **Licenses and Permits:** Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
7. **Compensation:** Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

SAVANNAH, GEORGIA

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. **Immunity:** Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

Date: 06 / 26 / 16

CHATHAM COUNTY, GEORGIA

BY: *Albert J. Scott*
Albert J. Scott, Chairman
Chatham County Commission

BY: *Janice Bocook*
Janice Bocook, Clerk
Chatham County Commission

SAVANNAH, GEORGIA

BY: *Stephanie Cutter*
Stephanie Cutter, City Manager
City of Savannah

BY: *Jinanna Crawford* Acting Clerk of Council
for Dyanne C. Reese, Clerk of Council
City of Savannah



**NIMS Agreement
City of Savannah, Georgia**

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

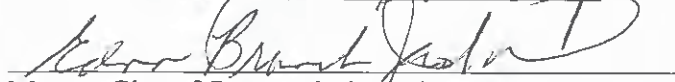
WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Savannah, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Savannah to train in and use these systems in their response operations.

This the 20th day of February 2013



Mayor, City of Savannah Georgia

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this 18th day of March, 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Thunderbolt** (hereinafter "Thunderbolt"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHEREAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the Chatham County Emergency Operations Plan shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 31(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Pt. Wentworth agree as follows:

- I. Thunderbolt agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the Chatham County Emergency Operations Plan shall apply and be

effective within the territorial limits of Thunderbolt until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Thunderbolt.

2. The County and Thunderbolt agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
3. The term of this Agreement shall be for 25 years.
4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.


CHATHAM COUNTY, GEORGIA

BY: 
Al Scott, Chairman
Chatham County Commission

BY: 
Clerk
Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE
CITY OF THUNDERBOLT

BY: 
Anna Maria Thomas, Mayor

ATTEST: 
Clerk of Council



LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **TOWN OF THUNDERBOLT** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "Disaster" means any natural, technological or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, city, the Governor, or the President of the United States.

Emergency: "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

2. **Term:** This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
6. **Licenses and Permits:** Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
7. **Compensation:** Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

THUNDERBOLT, GEORGIA

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

9. **Immunity:** Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

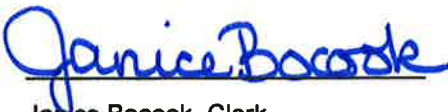
IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year defined below.

Date: 06 / 28 / 16

CHATHAM COUNTY, GEORGIA

BY: 

Albert J. Scott, Chairman
Chatham County Commission

BY: 

Janice Bocoock, Clerk
Chatham County Commission

THUNDERBOLT, GEORGIA

BY: 

Beth Goette, Mayor
Town of Thunderbolt

BY: 

Kay McCafferty, Clerk of Council
Town of Thunderbolt

**NIMS Agreement
City of Thunderbolt, Georgia**

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

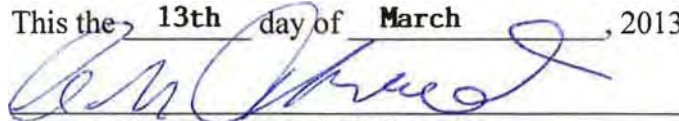
WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medical services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Thunderbolt, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Thunderbolt to train in and use these systems in their response operations.

This the 13th day of March, 2013



Mayor, City of Thunderbolt Georgia

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this 18th day of March 2013, by **Chatham County**, a political subdivision of the State of Georgia (hereinafter "County"), and the **Mayor and Council of the City of Tybee Island** (hereinafter "Tybee Island"), a municipal corporation organized under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, on September 17, 2012, the County amended its Emergency Management Ordinance of Chatham County ("Emergency Management Ordinance") to define "emergency", to provide for a declaration of emergency, to provide for a curfew and re-entry restrictions during periods of emergency, to provide for building permits during periods of emergency, to provide for temporary housing during periods of emergency, to allow for emergency business licenses during periods of emergency, to prevent price gouging, and for other related purposes; and

WHEREAS, "emergency" is defined under Section 4-304 of the Emergency Management Ordinance as any extraordinary condition in which there exists the threat or actual occurrence of a disaster or event, including "energy emergency" as defined in the Georgia Emergency Management Act and any amendments thereto, which may result in the large scale loss of life, injury, property damage or destruction, or in the major disruption of routine community affairs or business and government operations, and is of sufficient severity and magnitude to warrant extraordinary assistance by CEMA and other Chatham County departments and other agencies to supplement the efforts of available public and private resources; and

WHEREAS, the Chatham County Emergency Operations Plan shall become operative upon a declaration of emergency; and

WHEREAS, the Emergency Management Ordinance applies in the unincorporated area of the County; and

WHEREAS, Article 9, § 3 ¶ 1(a) of the Georgia Constitution authorized the County to enter into intergovernmental agreements with municipalities.

NOW, THEREFORE, in consideration of the premises, the County and Tybee Island agree as follows:


1. Tybee Island agrees that upon a declaration of emergency by the Chairman or Vice Chairman of the Chatham County Board of Commissioners, the Emergency Management Ordinance and the Chatham County Emergency Operations Plan shall apply and be

effective within the territorial limits of Tybee Island until the declaration of emergency has terminated, provided that the declared emergency impacts or has the capability of causing an impact within the territorial limits of Tybee Island.

2. The County and Tybee Island agree that upon declaration of emergency, the police and Sheriff shall enforce the Emergency Management Ordinance within the territorial limits of their jurisdiction.
3. The term of this Agreement shall be for 25 years.
4. This Agreement shall be construed and interpreted in accordance with Georgia law.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

CHATHAM COUNTY, GEORGIA


BY: 
Al Scott, Chairman
Chatham County Commission

BY: 
Clerk
Chatham County Commission

[SEAL]

MAYOR AND COUNCIL OF THE
CITY OF TYBEE ISLAND

BY: 
Jason Buelterman, Mayor

ATTEST: 
Clerk of Council

[SEAL]

LOCAL EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

WHEREAS, a need for mutual aid agreements between the counties, cities, authorities and private agencies in Georgia has been recognized; and

WHEREAS, authority for such agreements can be found in O.C.G.A. § 38-3-29 and Chatham County Emergency Management Code § 4-304.1.c.

NOW THEREFORE, be it resolved that the **CHATHAM COUNTY BOARD OF COMMISSIONERS** and the **CITY OF TYBEE ISLAND** adopt this Emergency and Disaster Mutual Aid Agreement.

1. Definitions: The following definitions shall apply throughout this agreement:

Agreement: "Agreement" means the Emergency and Disaster Mutual Aid Agreement.

Assisting Local Agency: "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.

Disaster: "Disaster" means any natural, technological or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, city, the Governor, or the President of the United States.

Emergency: "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

Emergency Management Director: "Emergency Management Director" means the person appointed by the County Commission to implement the Emergency Management Program for Chatham County.

Participating Local Agency: "Participating Local Agency" means a county, city, authority or private agency that has duly enacted this agreement.

Receiving Local Agency: "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel or other aid pursuant to this agreement.

2. **Term:** This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.
3. **Basic Agreement:** Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.
4. **Procedure:** In the event of any emergency or disaster, a senior official (Chief, Department Head or above) of a Participating Local Agency may request assistance through a senior official of another Participating Local Agency or the Emergency Management Director. The provisions of this agreement shall only apply to requests for assistance made by and to senior officials or the Emergency Management Director. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

5. **Rights and Duties:** Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but, as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.
6. **Licenses and Permits:** Whenever any person holds a license, certificate or other permit issued by the state, county or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.
7. **Compensation:** Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that County and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own Local Agency.
8. **Payment and Reimbursement:** In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (a) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (b) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (c) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (d) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

CITY OF TYBEE ISLAND, GEORGIA

to or expense of such equipment shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Receiving Local Agency.

9. **Immunity:** Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

IN WITNESS WHEREOF, said parties hereunto set their hands and affixed their seals, the day and year defined below.

CHATHAM COUNTY, GEORGIA



By: 
Chairman
Chatham County Commission


By: 
Clerk
Chatham County Commission

CITY OF TYBEE ISLAND, GEORGIA


By: 
Mayor, Jason Buelterman

Signed, sealed and delivered
in the presence of:

Attest:  Witness
City Clerk

Notary
Approved as to form **LISA L. SCHAAF**
NOTARY PUBLIC, CHATHAM COUNTY, GEORGIA
MY COMMISSION EXPIRES: APRIL 2, 2019


Edward M. Hughes
City Attorney

**NIMS Agreement
City of Tybee Island, Georgia**

WHEREAS, Federal Homeland Security Presidential Directive (HSPD) 5 establishes the National Incident Management System (NIMS); and

WHEREAS, NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, NIMS provides a consistent nationwide approach for federal, state and local governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size or complexity; and

WHEREAS, NIMS provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the Incident Command System, Unified Command, training, management of resources and reporting; and

WHEREAS, as Federal departments and agencies shall make adoption of the NIMS a requirement for providing federal preparedness assistance through grants, contracts or other activities to local governments; and

WHEREAS, the State of Georgia has enacted through law (O.C.G.A 39-3-57) that all local public safety and emergency response organizations, including emergency management agencies, fire departments and emergency medial services, shall implement the standardized unified incident command system and that those agencies that do not establish such a system shall not be eligible for state reimbursement for any response or recover related expenses;

Be it therefore resolved that the City of Tybee Island, County of Chatham, State of Georgia hereby adopts the National Incident Management System (NIMS) as established under HSPD 5 and Unified Command system as established under O.C.G.A 38-3-57 as its system of preparing for and responding to disaster incidents and directs all incident managers and response organization in the City of Tybee Island to train in and use these systems in their response operations.


This the 8 day of April, 2013



Mayor, City of Tybee Island Georgia



SIGNATURE PAGE

| Jurisdiction | Name, Title | Signature | Date |
|------------------------|---------------------------------------|--|----------|
| Chatham County | Albert Scott, Chairman | | |
| City of Bloomingdale | Benjamin Rozier, Mayor |  | 4 AUG 20 |
| City of Garden City | Donald Bethune, Mayor | | |
| City of Pooler | Rebecca Benton, Mayor | | |
| City of Port Wentworth | Gary Norton, Mayor | | |
| City of Savannah | Van Johnson, Mayor | | |
| Town of Thunderbolt | Beth Goette, Mayor | | |
| City of Tybee Island | Shirley Sessions, Mayor | | |
| Vernonburg | Jimmy Hungerpiller, Superintendent | | |



SIGNATURE PAGE

| Jurisdiction | Name, Title | Signature | Date |
|------------------------|------------------------------------|-----------------|---------|
| Chatham County | Albert Scott, Chairman | | |
| City of Bloomingdale | Benjamin Rozier, Mayor | | |
| City of Garden City | Donald Bethune, Mayor | <i>Don Beth</i> | 8/17/20 |
| City of Pooler | Rebecca Benton, Mayor | | |
| City of Port Wentworth | Gary Norton, Mayor | | |
| City of Savannah | Van Johnson, Mayor | | |
| Town of Thunderbolt | Beth Goette, Mayor | | |
| City of Tybee Island | Shirley Sessions, Mayor | | |
| Vernonburg | Jimmy Hungerpiller, Superintendent | | |



SIGNATURE PAGE

| Jurisdiction | Name, Title | Signature | Date |
|------------------------|---------------------------------------|-----------------------|------|
| Chatham County | Albert Scott, Chairman | | |
| City of Bloomingdale | Benjamin Rozier, Mayor | | |
| City of Garden City | Donald Bethune, Mayor | | |
| City of Pooler | Rebecca Benton, Mayor | <i>Rebecca Benton</i> | |
| City of Port Wentworth | Gary Norton, Mayor | | |
| City of Savannah | Van Johnson, Mayor | | |
| Town of Thunderbolt | Beth Goette, Mayor | | |
| City of Tybee Island | Shirley Sessions, Mayor | | |
| Vernonburg | Jimmy Hungerpiller, Superintendent | | |




SIGNATURE PAGE

| Jurisdiction | Name, Title | Signature | Date |
|------------------------|------------------------------------|--------------------|------------|
| Chatham County | Albert Scott, Chairman | | |
| City of Bloomingdale | Benjamin Rozier, Mayor | | |
| City of Garden City | Donald Bethune, Mayor | | |
| City of Pooler | Rebecca Benton, Mayor | | |
| City of Port Wentworth | Gary Norton, Mayor | <i>Gary Norton</i> | 08.27.2020 |
| City of Savannah | Van Johnson, Mayor | | |
| Town of Thunderbolt | Beth Goette, Mayor | | |
| City of Tybee Island | Shirley Sessions, Mayor | | |
| Vernonburg | Jimmy Hungerpiller, Superintendent | | |



SIGNATURE PAGE

| Jurisdiction | Name, Title | Signature | Date |
|------------------------|------------------------------------|---|-----------|
| Chatham County | Albert Scott, Chairman | | |
| City of Bloomingdale | Benjamin Rozier, Mayor | | |
| City of Garden City | Donald Bethune, Mayor | | |
| City of Pooler | Rebecca Benton, Mayor | | |
| City of Port Wentworth | Gary Norton, Mayor | | |
| City of Savannah | Van Johnson, Mayor |  | 7/27/2020 |
| Town of Thunderbolt | Beth Goette, Mayor | | |
| City of Tybee Island | Shirley Sessions, Mayor | | |
| Vernonburg | Jimmy Hungerpiller, Superintendent | | |



SIGNATURE PAGE

| Jurisdiction | Name, Title | Signature | Date |
|------------------------|------------------------------------|--------------------|-----------|
| Chatham County | Albert Scott, Chairman | | |
| City of Bloomingdale | Benjamin Rozier, Mayor | | |
| City of Garden City | Donald Bethune, Mayor | | |
| City of Pooler | Rebecca Benton, Mayor | | |
| City of Port Wentworth | Gary Norton, Mayor | | |
| City of Savannah | Van Johnson, Mayor | | |
| Town of Thunderbolt | Beth Goette, Mayor | <i>Beth Goette</i> | 5/12/2020 |
| City of Tybee Island | Shirley Sessions, Mayor | | |
| Vernonburg | Jimmy Hungerpiller, Superintendent | | |




SIGNATURE PAGE

| Jurisdiction | Name, Title | Signature | Date |
|------------------------|---|-----------------------|-----------|
| Chatham County | Albert Scott, Chairman | | |
| City of Bloomingdale | Benjamin Rozier, Mayor | | |
| City of Garden City | Donald Bethune, Mayor | | |
| City of Pooler | Rebecca Benton, Mayor | | |
| City of Port Wentworth | Gary Norton, Mayor | | |
| City of Savannah | Van Johnson, Mayor | | |
| Town of Thunderbolt | Beth Goette, Mayor | | |
| City of Tybee Island | ^{Barry Brown} Shirley Sessions, Mayor | <i>Barry A. Brown</i> | 11-9-2020 |
| Vernonburg | Jimmy Hungerpillar, Superintendent | | |



SIGNATURE PAGE

| Jurisdiction | Name, Title | Signature | Date |
|------------------------|---------------------------------------|--|-----------|
| Chatham County | Albert Scott, Chairman | | |
| City of Bloomingdale | Benjamin Rozier, Mayor | | |
| City of Garden City | Donald Bethune, Mayor | | |
| City of Pooler | Rebecca Benton, Mayor | | |
| City of Port Wentworth | Gary Norton, Mayor | | |
| City of Savannah | Van Johnson, Mayor | | |
| Town of Thunderbolt | Beth Goette, Mayor | | |
| City of Tybee Island | Shirley Sessions, Mayor | | |
| Vernonburg | Jimmy Hungerpiller, Superintendent |  | 2/21/2020 |

**A RESOLUTION AUTHORIZING ADOPTION OF
THE CHATHAM COUNTY MULTI-JURISDICTIONAL PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Chatham County and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of the Council of the Town of Vernonburg to fulfill this obligation in order that Vernonburg will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County; and

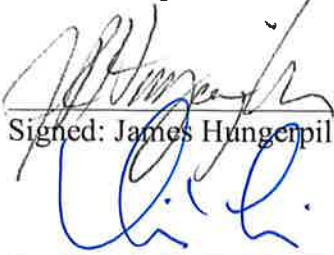
WHEREAS, Chatham County and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and

WHEREAS, the Town of Vernonburg desires to seek ways to mitigate the impact of identified hazard risks and the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that may affect Vernonburg.

NOW, THEREFORE, be it resolved that the Council of the Town of Vernonburg hereby

1. Adopts the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this 10th day of December, 2020.


Signed: James Hungerpiller, Intendant

Attest: Christopher E. Klein, Town Attorney

(Seal)

**A RESOLUTION AUTHORIZING ADOPTION OF
THE CITY OF BLOOMINGDALE MULTI-JURISDICTIONAL PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within City of Bloomingdale and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of the City Council to fulfill this obligation in order that the City will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the City; and

WHEREAS, the City of Bloomingdale and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and

WHEREAS, the City desires to seek ways to mitigate the impact of identified hazard risks and the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that may affect the City,

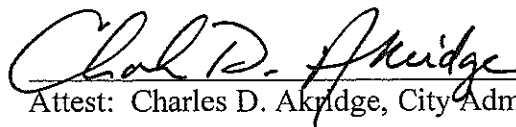
NOW, THEREFORE, be it resolved that the City Council hereby adopts

1. Adopts the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

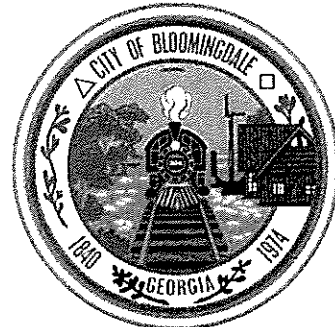
Adopted this 19 day of November, 2020.



Signed: Ben A. Rozier, Mayor



Attest: Charles D. Akridge, City Administrator



**A RESOLUTION AUTHORIZING ADOPTION OF
THE CHATHAM COUNTY MULTI-JURISDICTIONAL PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Chatham County and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and,

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and,

WHEREAS, it is the intent of the Mayor and Council of Garden City, Georgia, to fulfill this obligation so that Garden City will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County; and,

WHEREAS, Chatham County and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and in accordance with the guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and,

WHEREAS, the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan recommends activities that Garden City can utilize to mitigate the devastating impact that both natural and human-caused hazards have on persons and property within the City.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED, by the Mayor and Council of Garden City, Georgia, that Garden City, Georgia, adopts the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan, and agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Plan.

ADOPTED this 16th day of November, 2020.


RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this 16th day of November, 2020


DON BETHUNE, Mayor

**A RESOLUTION AUTHORIZING ADOPTION OF
THE CHATHAM COUNTY MULTI-JURISDICTIONAL PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Chatham County and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of the City Council of the City of Pooler, GA to fulfill this obligation in order that the City of Pooler, GA will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County; and

WHEREAS, Chatham County and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and

WHEREAS, the City of Pooler, GA desires to seek ways to mitigate the impact of identified hazard risks and the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that may affect the City of Pooler, GA.

NOW, THEREFORE, be it resolved that the City Council of the City of Pooler, GA hereby adopts

1. Adopts the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this 7 day of DECEMBER, 2020.


Signed: Rebecca C. Benton, Mayor


Attest: Kiley Fusco, City Clerk

(City Seal)

**A RESOLUTION AUTHORIZING ADOPTION OF
THE CHATHAM COUNTY MULTI-JURISDICTIONAL PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Chatham County and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of the Mayor and Council of the City of Port Wentworth to fulfill this obligation in order that the Town will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County; and

WHEREAS, Chatham County and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and

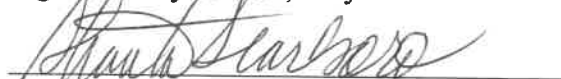
WHEREAS, the Town desires to seek ways to mitigate the impact of identified hazard risks and the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that may affect the Town..

NOW, THEREFORE, be it resolved that the Mayor and City Council of Port Wentworth hereby adopts

1. Adopts the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this 22 day of November, 2020.


Signed: Gary Norton, Mayor


Attest: Shanta Scarborough, Clerk

(SEAL)

**A RESOLUTION AUTHORIZING ADOPTION OF
THE CHATHAM COUNTY MULTI-JURISDICTIONAL PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Chatham County and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** to fulfill this obligation in order that the City will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County; and


WHEREAS, Chatham County and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and

WHEREAS, the City desires to seek ways to mitigate the impact of identified hazard risks and the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that may affect the City.

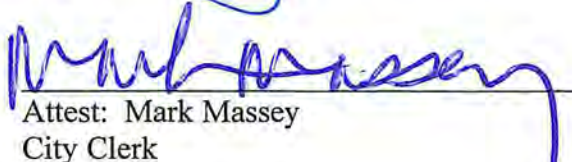
NOW, THEREFORE, be it resolved that **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** hereby adopts

1. Adopts the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

ADOPTED THIS 12th DAY OF November, 2020.



Signed: Van R. Johnson II
Mayor



Attest: Mark Massey
City Clerk



(SEAL)

**A RESOLUTION AUTHORIZING ADOPTION OF
THE CHATHAM COUNTY MULTI-JURISDICTIONAL PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Chatham County and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of the Mayor and Council of Town of Thunderbolt to fulfill this obligation in order that the Town of Thunderbolt will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County; and

WHEREAS, Chatham County and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and

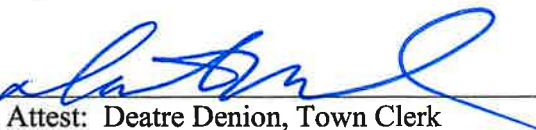
WHEREAS, the Town of Thunderbolt desires to seek ways to mitigate the impact of identified hazard risks and the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that may affect the Town of Thunderbolt.

NOW, THEREFORE, be it resolved that the Mayor and Council of Town of Thunderbolt hereby adopts

1. Adopts the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this 10 day of November, 2020.


Signed: Beth E. Goette, Mayor


Attest: Deatre Denion, Town Clerk

(Seal)

RESOLUTION 2020- 15

**A RESOLUTION AUTHORIZING ADOPTION OF
THE CHATHAM COUNTY MULTI-JURISDICTIONAL PRE-DISASTER
HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Chatham County and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of the Mayor and Council of the City of Tybee Island to fulfill this obligation in order that the County and City will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County and/or the City; and

WHEREAS, Chatham County and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and

WHEREAS, the Mayor and Council for the City desires to seek ways to mitigate the impact of identified hazard risks and the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that may affect the County and City of Tybee Island.

NOW, THEREFORE, be it resolved that the Mayor and City Council of the City of Tybee Island hereby adopts

1. Adopts the Chatham County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this 12 day of NOVEMBER, 2020.



Signed: Mayor, City of Tybee Island



Attest: Clerk of City of Tybee Island

(Seal)

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: BLOOMINGDALE

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:




Chief Executive Officer - Signature



Chief Executive Officer - Print Name

County/Municipality: CITY OF BLOOMINGDALE

Date: 2 / 6 / 2020



GEMA/HS ~~Director~~ - Signature
Deputy Director



GEMA/HS ~~Director~~ - Print Name
Deputy Director

Date: 7 / 17 / 2020

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE CITY OF BLOOMINGDALE, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

DENNIS JONES

CEMA DIRECTOR

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: 2 / 6 / 2020

Charles D. Akridge

Chief Executive Officer - Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for THE CITY OF BLOOMINGDALE for the purpose of reimbursement sought for mutual aid:

Dannelle Bucher
Print Name

Finance Clerk
Job Title/Position

Dannelle Bucher
Signature of Above Individual

Geri Saxon
Print Name

AP/Payroll Clerk
Job Title/Position

Geri Saxon
Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Charles D. Alridge
Chief Executive Officer - Signature

Date: 2 / 6 / 2020

Charles D. Alridge
Chief Executive Officer - Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: GARDEN CITY

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:



Chief Executive Officer - Signature

Don Bethune, Mayor

Chief Executive Officer - Print Name

County/Municipality: CITY OF GARDEN CITY

Date: 2 / 03 / 2020



GEMA/HS Director - Signature

Deputy Director

Thomas R. Moore

GEMA/HS Director - Print Name

Deputy Director

Date: 7 / 17 / 2020

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

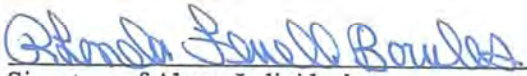
The below named individual(s) is/are the "designated fiscal officer(s)" for THE CITY OF GARDEN CITY for the purpose of reimbursement sought for mutual aid:

Ron Feldner _____ City Manager for Garden City
Print Name Job Title/Position



Signature of Above Individual

Rhonda Ferrell-Bowles _____ Garden City Director of Finance
Print Name Job Title/Position



Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual



Chief Executive Officer - Signature

Date: 2 / 03 / 2020

Don Bethune, Mayor

Chief Executive Officer – Print Name

Statewide Mutual Aid and Assistance Agreement- 2020

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE CITY OF GARDEN CITY, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

DENNIS JONES

CEMA DIRECTOR

Print Name

Job Title/Position



Signature of Above Individual

Gilbert C. Ballard

Garden City Chief of Police

Print Name

Job Title/Position



Signature of Above Individual

Corbin Medeiros

Garden City Fire Chief

Print Name

Job Title/Position



Signature of Above Individual



Chief Executive Officer - Signature

Date: 2 / 03 / 2020

Don Bethune, Mayor

Chief Executive Officer - Print Name

Statewide Mutual Aid and Assistance Agreement- 2020

A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA TO EXECUTE THAT CERTAIN STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT WITH THE GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY AND ANY COUNTY OR OTHER MUNICIPALITY WITHIN THE STATE OF GEORGIA ALSO EXECUTING SAME, TO ENSURE THE TIMELY PROVISION OF MUTUAL AID IN TIMES OF EMERGENCIES AND TO FURTHER INSURE THE REIMBURSEMENT OF COSTS INCURRED BY PARTICIPATING PARTIES WHO RENDER ASSISTANCE.

WHEREAS, disastrous incidents occur necessitating immediate response to insure the safety of person and property; and,

WHEREAS, many disastrous incidents present major public safety conditions which are likely to cause consequences necessitating a response beyond the capabilities of the personnel, equipment, facilities and other resources of Garden City; and,

WHEREAS, other political subdivisions of the State of Georgia are likewise likely to be confronted with similar disastrous incidents and the need for immediate emergency assistance if the effects of such incidents necessitate responses beyond the capabilities of the personnel, equipment, facilities and other resources of those jurisdictions; and,

WHEREAS, by combining the resources of Garden City with the resources of the other political subdivisions of the State of Georgia, and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) during disastrous incidents, the life and property of all citizens may be better protected; and,

WHEREAS, GEMA/HS has drafted and proposed for execution by the City that certain Statewide Mutual Aid and Assistance Agreement (the "Agreement") providing the framework to support mutual assistance in managing any emergency or disaster occurring within any political subdivision that is a signatory thereof, a copy of the Agreement being attached hereto as Exhibit "A;" and,

WHEREAS, to protect and assure uninterrupted delivery of emergency assistance thereunder, the Agreement requires each party thereto to (a) identify those persons (in addition to the Mayor), who are authorized to act on behalf of the party concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another participating party or from or through the State of Georgia, and (b) identify the fiscal officers of the party to whom invoices should be sent by other parties for reimbursement of certain costs and expenses incurred in rendering emergency assistance to such party; and,

WHEREAS, the City is desirous of entering into and complying with the terms of the Agreement to maximize the protection of the life and property of its residents when disastrous incidents occur and immediate emergency assistance beyond the City's capabilities is needed; and,

WHEREAS, the Agreement is legally authorized and governed by the provisions set forth in Articles I through III, Chapter 3, Title 38, of the Official Code of Georgia Annotated.


NOW THEREFORE, BE IT RESOLVED, as follows:

Section 1: Garden City shall enter into, and be bound by, the Agreement by authorizing the Mayor to execute same.

Section 2: The City shall designate in the Agreement its Chief of Police (currently Gilbert C. Ballard), its Fire Chief (currently Corbin Medeiros), and the Director of the Chatham Emergency Management Agency (CEMA) (currently Dennis Jones) as the persons, in addition to the Mayor, authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on its behalf pursuant to the terms of the Agreement.

Section 3: The City shall also designate in the Agreement its City Manager (currently Ron Feldner) and its Finance Director (currently Rhonda Ferrell-Bowles) as the City's fiscal officers who shall be authorized to handle, on behalf of the City, reimbursement sought for mutual aid provided pursuant to the terms of the Agreement.

Adopted by the Mayor and Council of Garden City, Georgia, on this 3rd day of February, 2020.



Rhonda Ferrell-Bowles
Clerk of Council

Received and approved this 3rd day of February, 2020.



Don Bethune, Mayor

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: POOLER

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:



Chief Executive Officer - Signature



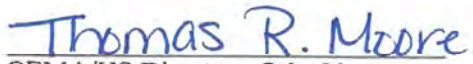
Chief Executive Officer - Print Name

County/Municipality: CITY OF POOLER

Date: 2 / 19 / 2020



GEMA/HS Director - Signature
Deputy Director



GEMA/HS Director - Print Name
Deputy Director

Date: 7 / 17 / 2020

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE CITY OF POOLER, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

DENNIS JONES

CEMA DIRECTOR

Print Name

Job Title/Position

Signature of Above Individual

Rebecca C Benton

Mayor

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____ / ____ / ____

ROBERT H. BYRO JR

Chief Executive Officer - Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for THE CITY OF POOLER for the purpose of reimbursement sought for mutual aid:

CHRIS LIGHTLE FINANCE OFFICER
Print Name Job Title/Position


Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual


Chief Executive Officer - Signature

Date: ____/____/____

ROBERT H. BYRD JR.
Chief Executive Officer - Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: PORT WENTWORTH

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:


Chief Executive Officer - Signature

Gary Norton
Chief Executive Officer - Print Name

County/Municipality: CITY OF PORT WENTWORTH

Date: 02/27/2020

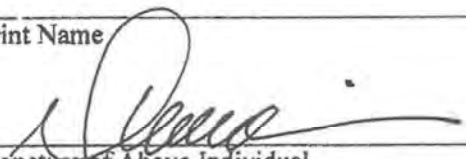

GEMA/HS Director - Signature
Deputy Director

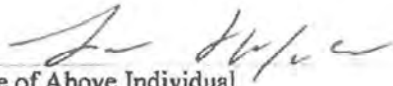
Thomas R. Moore
GEMA/HS Director - Print Name
Deputy Director

Date: 7/17/2020

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE CITY OF PORT WENTWORTH, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

| | |
|--|--|
| <u>DENNIS JONES</u> Print Name | <u>CEMA DIRECTOR</u> Job Title/Position |
|  Signature of Above Individual | |

| | |
|---|---|
| <u>Lance Moore</u> Print Name | <u>Fire Chief</u> Job Title/Position |
|  Signature of Above Individual | |

| | |
|---------------------------------------|------------------------|
| Print Name | Job Title/Position |
| Signature of Above Individual | |

Chief Executive Officer - Signature _____ Date: ____/____/____

Gary Norton
Chief Executive Officer - Print Name
Statewide Mutual Aid and Assistance Agreement- 2020

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for THE CITY OF PORT WENTWORTH for the purpose of reimbursement sought for mutual aid:

Waverly P. Jones
Print Name

City Administrator
Job Title/Position

Waverly P. Jones
Signature of Above Individual

Shavita M. Seaborn
Print Name

Clerk of Council
Job Title/Position

Shavita M. Seaborn
Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Gary Norton
Chief Executive Officer - Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: SAVANNAH

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:


Chief Executive Officer - Signature

Patrick C. Monahan
Chief Executive Officer - Print Name

County/Municipality: CITY OF SAVANNAH

Date: 2 / 18 / 2020


GEMA/HS Director - Signature
Deputy Director

Thomas R. Moore
GEMA/HS Director - Print Name
Deputy Director

Date: 1 / 17 / 2020

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE CITY OF SAVANNAH, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

DENNIS JONES

CEMA DIRECTOR

Print Name

Job Title/Position


Signature of Above Individual

DAVID A. DONNELLY

EM. MGMT. DIRECTOR

Print Name

Job Title/Position


Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual


Chief Executive Officer - Signature

Date: Feb. / 18 / 2020

Patrick C. Monahan
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for THE CITY OF SAVANNAH for the purpose of reimbursement sought for mutual aid:

David Maxwell

Print Name

CFO

Job Title/Position

D. Maxwell

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Patrick C. Monahan

Chief Executive Officer - Signature

Date: Feb. / 18 / 2020

Patrick C. Monahan

Chief Executive Officer - Print Name

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

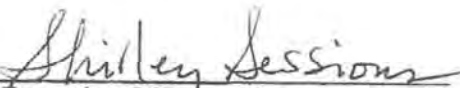
ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.


Agreed:


Chief Executive Officer - Signature

Shirley Sessions
Chief Executive Officer - Print Name

County/Municipality: CITY OF TYBEE ISLAND

Date: 05 / 18 / 2020


GEMA/HS Director - Signature
Deputy Director

Thomas R. Moore
GEMA/HS Director - Print Name
Deputy Director

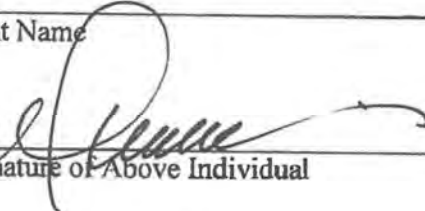
Date: 7 / 17 / 2020

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE CITY OF TYBEE ISLAND, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

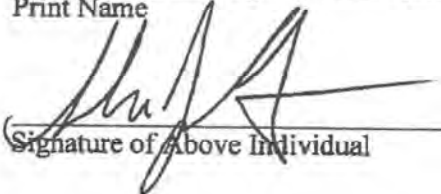
DENNIS JONES
Print Name

CEMA DIRECTOR
Job Title/Position


Signature of Above Individual

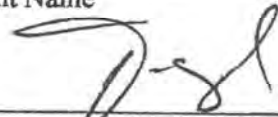
Shaun Gilen
Print Name

City Manager
Job Title/Position


Signature of Above Individual

Toos Smith
Print Name

EMA Director
Job Title/Position


Signature of Above Individual

Shirley Sessions
Chief Executive Officer - Signature

Date: 05.18.2020

Shirley Sessions
Chief Executive Officer - Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for THE CITY OF TYBEE ISLAND for the purpose of reimbursement sought for mutual aid:

Shawn Gillem _____ City Manager _____
Print Name Job Title/Position

[Signature] _____
Signature of Above Individual

MELISSA FREEMAN _____ Finance Administrator _____
Print Name Job Title/Position

[Signature] _____
Signature of Above Individual

Jen Amerell _____ Finance Director _____
Print Name Job Title/Position

[Signature] _____
Signature of Above Individual

[Signature] _____
Chief Executive Officer - Signature

Date: 05.18.2020

SHIRLEY SESSIONS
Chief Executive Officer - Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: VERNONBURG

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.


ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:




Chief Executive Officer - Signature

Thomas R. Humbergiller

Chief Executive Officer / Print Name

County/Municipality: TOWN OF VERNONBURG

Date: 3 / 3 / 20



GEMA/HS Director - Signature
Deputy Director

THOMAS R. MAZUR

GEMA/HS Director - Print Name
Deputy Director

Date: 7 / 17 / 2020

APPENDIX A
AUTHORIZED REPRESENTATIVE


The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE TOWN OF VERNONBURG, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

DENNIS JONES

CEMA DIRECTOR

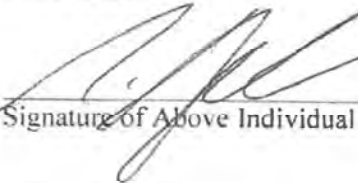
Print Name

Job Title/Position


Signature of Above Individual

Print Name

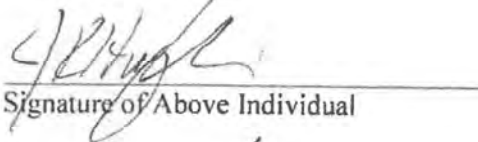
Job Title/Position

Holmes Bell

Signature of Above Individual

TREASURER
Job Title/Position

Print Name

Job Title/Position

James R. Hungerpiller

Signature of Above Individual

INTENDANT
Job Title/Position

Chief Executive Officer - Signature

Date: 3 13 20

James R. Hungerpiller
Chief Executive Officer - Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: THUNDERBOLT

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Mayor Beth E. Guette
Chief Executive Officer - Signature

Mayor Beth E. Guette
Chief Executive Officer - Print Name

County/Municipality: TOWN OF THUNDERBOLT

Date: 2 / 12 / 2020

[Signature]
GEMA/HS Director - Signature
Deputy Director

Thomas R. Moore
GEMA/HS Director - Print Name
Deputy Director

Date: 7 / 17 / 2020

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE TOWN OF THUNDERBOLT, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

DENNIS JONES

CEMA DIRECTOR

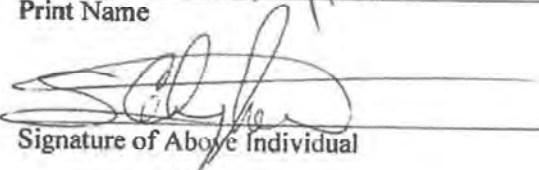
Print Name

Job Title/Position


Signature of Above Individual

Print Name


Job Title/Position

Sean Clayton

Signature of Above Individual

Chief of Police

F. Andrew Bateman
Print Name

Chief of Fire
Job Title/Position


Signature of Above Individual

Mayor Beth E. Goette
Chief Executive Officer - Signature

Date: 2, 13, 2020

Mayor Beth E. Goette
Chief Executive Officer - Print Name

Statewide Mutual Aid and Assistance Agreement- 2020

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for THE TOWN OF THUNDERBOLT for the purpose of reimbursement sought for mutual aid:

Molly Sims Finance Administrator
Print Name Job Title/Position

[Signature]
Signature of Above Individual

FRANK NEAL Town Administrator
Print Name Job Title/Position

[Signature]
Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Mayor Beth E Goette
Chief Executive Officer - Signature

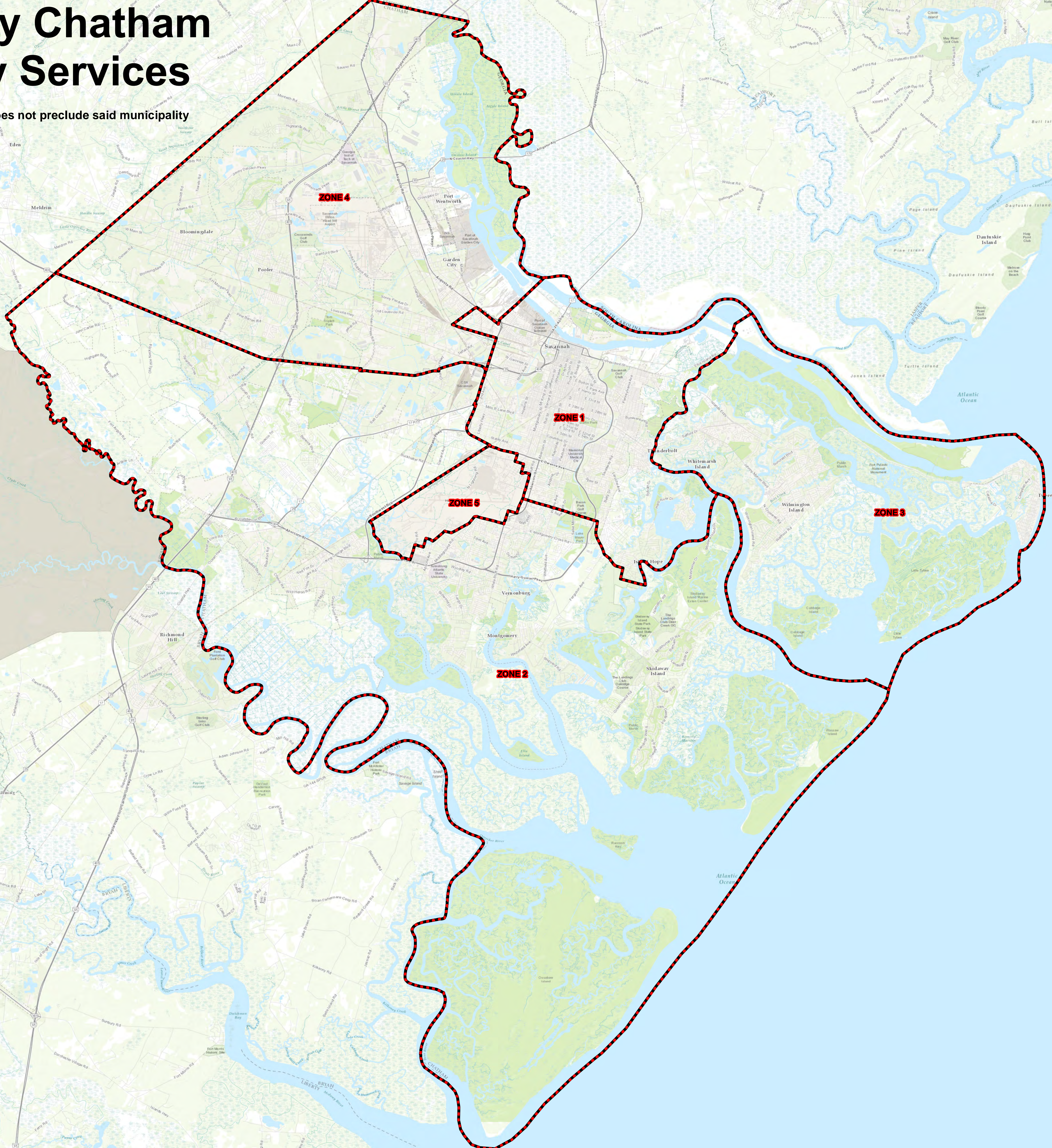
Date: 2 / 13 / 2020

Mayor Beth E Goette
Chief Executive Officer - Print Name

**SERVICE: EMERGENCY MEDICAL
AMBULANCE SERVICES (EMS)**

EMS Service in Chatham County Provided by Chatham Emergency Services

The SDS agreement to serve an area does not preclude said municipality from requiring annexation.



REGION 9
SOUTHEAST GEORGIA REGION 9 COUNCIL
EMERGENCY MEDICAL SERVICES SYSTEM ZONING PLAN

AUTHORITY

This Zoning Plan is prepared and established by the Region 9 Emergency Medical Services Council and approved by the Georgia Board of Public Health pursuant to O.C.G.A. § 31-11-3, and complies with the provisions of Georgia EMS Rules & Regulations Chapter 511-9-2.

This ambulance zoning plan is binding on all licensed ambulance providers operating in the State of Georgia, pursuant to EMS Rules & Regulations 511-9-2-.18(21).

PURPOSE

- I. The purpose of this plan is:
 - a. To ensure the proper distribution of emergency calls among ambulance providers for the pre-hospital emergency care system within Region 9
 - b. To establish, coordinate, and revise designated EMS territories, communication activities, and designated ambulance responders for each territory within Region 9.

GENERAL PRINCIPLES

- I. This Zoning Plan is established based primarily on following criteria:
 - a. **Economy**
 - b. **Efficiency**
 - c. **Benefit to the Public Welfare**
- II. This Zoning Plan will function in compliance and in conformity with Title 31, Chapter 11 of the Georgia Code and the EMS Rules & Regulations, Chapter 511-9-2.
- III. All ambulance providers licensed in Georgia are expected to adhere to the provisions in the EMS Rules & Regulations Chapter 511-9-2, with respect to the response and transport of patients during medical emergencies.

IV. This Zoning Plan identifies the specific designated ambulance provider that will respond to "public calls" within a designated territory or zone within Region 9. The following terms are referenced in this plan and are defined below¹:

- **PUBLIC CALL:** A request for ambulance service from a member of the public to a Public Safety Answering Point (PSAP) when dialing "9-1-1", or a request by any law enforcement agency, fire department, rescue squad, or any other public safety agency.
- **PRIVATE CALL:** A request by a private individual for an ambulance received by an ambulance service through its private telephone number (does *not* include a request from a law enforcement agency, fire department, rescue squad or other public safety agency).
- **PUBLIC SAFETY ANSWERING POINT (PSAP):** The public safety agency or entity which receives incoming "9-1-1" telephone calls and dispatches appropriate public safety agencies to respond to such calls.
- **DESIGNATED ZONE:** A geographical territory granted to a specific ambulance provider by the Regional EMS Council, with approval from the Georgia Department of Public Health, for the purposes of providing emergency medical transport services following a public call.
- **DESIGNATED or ZONED AMBULANCE PROVIDER:** An agency or company providing ambulance service and operating under a valid license issued by the Georgia Department of Public Health (DPH), Office of Emergency Medical Services & Trauma, which is granted a specific geographical territory or zone and meets the requirements to provide services in compliance with this zoning plan.
- **MUTUAL AID AGREEMENT:** Written agreement between or among local EMS providers to assist with emergency calls. A zoned ambulance provider is expected to establish mutual aid agreements with other licensed ambulance providers, pursuant to EMS Rule 511-9-2-.07, in an event that the zoned provider is unable to immediately respond to an emergency. This agreement shall not be used to supplement the daily operations of either provider.

V. When a designated ambulance provider receives a call for emergency medical services - through a PSAP (or other public entity) or private call - from within its designated zone, it is the responsibility of the designated ambulance provider to respond to the emergency. If the designated ambulance provider is unable to respond, or cannot respond in time given the nature of the emergency, the designated ambulance provider must request mutual aid assistance as prescribed in EMS Rule 511-9-2-.07(6)(g) for another licensed ambulance provider to respond to the emergency call. If mutual aid assistance is not available, the designated ambulance provider is expected to respond to the emergency with its next available ambulance.

¹ All terms shall be consistent with the definitions and requirements as described in the DPH EMS Rules & Regulations Chapter 511-9-2.

REGION 9 DESIGNATED ZONE PROVIDERS:

- I. Counties with single providers are given a geographic zone contiguous with their county lines.
[The counties which have a single provider are]:

| County (Zone) | County Number | License Number | Designated Ambulance Provider |
|----------------------|----------------------|-----------------------|---|
| Appling | 001 | 01-001 | Appling County |
| Atkinson | 002 | 02-001 | Atkinson County EMS contracts with Okefenokee EMS, Inc. (#148-05) |
| Bacon | 003 | 03-001 | Alma Bacon County EMS |
| Brantley | 013 | 013-01 | Brantley County EMS |
| Bryan | 015 | 015-01 | Bryan County EMS |
| Bulloch | 016 | 016-02 | Bulloch County EMS |
| Camden | 020 | 020-01 | Camden County EMS |
| Candler | 021 | 021-01 | Candler County EMS |
| Charlton | 024 | 024-01 | Charlton County EMS |
| Clinch | 032 | 032-01 | Clinch County EMS |
| Coffee | 034 | 034-01 | Coffee Regional Medical Center EMS |
| Effingham | 051 | 051-02 | Effingham County EMS |
| Evans | 054 | 054-01 | Evans County EMS |
| Jeff Davis | 080 | 080-01 | Jeff Davis County EMS |
| Liberty | 089 | 089-02 | Liberty Regional EMS |
| Long | 091 | 091-01 | Long County EMS contracts with Excelsior Ambulance Service |
| McIntosh | 098 | 098-03 | McIntosh County EMS |
| Pierce | 113 | 113-01 | Pierce County EMS |

| County (Zone) | County Number | License Number | Designated Ambulance Provider |
|----------------------|----------------------|-----------------------|--------------------------------------|
| Tattnall | 132 | 132-03 | Tattnall County EMS |
| Toombs | 138 | 138-03 | Toombs Montgomery EMS |
| Ware | 148 | 148-01 | Ware County EMS |
| Wayne | 151 | 151-01 | Wayne County EMS |

- II. Counties with multiple zones within the county’s boundaries and with a single designated zone provider assigned to each zone. In addition to the documentation below, attach a map (Attachment A) for each county which: a.) clearly identifies each zone within the county; and b.) clearly delineates all zone boundaries.

Not Applicable. Region 9 does not have any counties with multiple zones.

| County (Zone) | County Number | Zone Number | License Number | Designated Ambulance Provider |
|---------------|---------------|-------------|----------------|--|
| Chatham | 025 | 1 | 025-12 | Southside Emergency Transport, Inc. DBA Southside Fire/EMS |
| | | 2 | 025-10 | Mercy Ambulance Service DBA Southside Fire/EMS |
| | | 3 | 025-14 | Chatham County EMS contracts with Southside Fire/EMS |
| | | 4 | 025-14 | Chatham County EMS contracts with Southside Fire/EMS |
| Glynn | 063 | 1 | 063-01 | Glynn County Fire Department |
| | | 2 | 063-01 | Glynn County Fire Department |
| | | 3 | 063-01 | Glynn County Fire Department |
| | | 4 | 063-01 | Glynn County Fire Department |
| | | 11 | 063-01 | Glynn County Fire Department |
| | | 12 | 161-01 | Jekyll Island Fire Department |

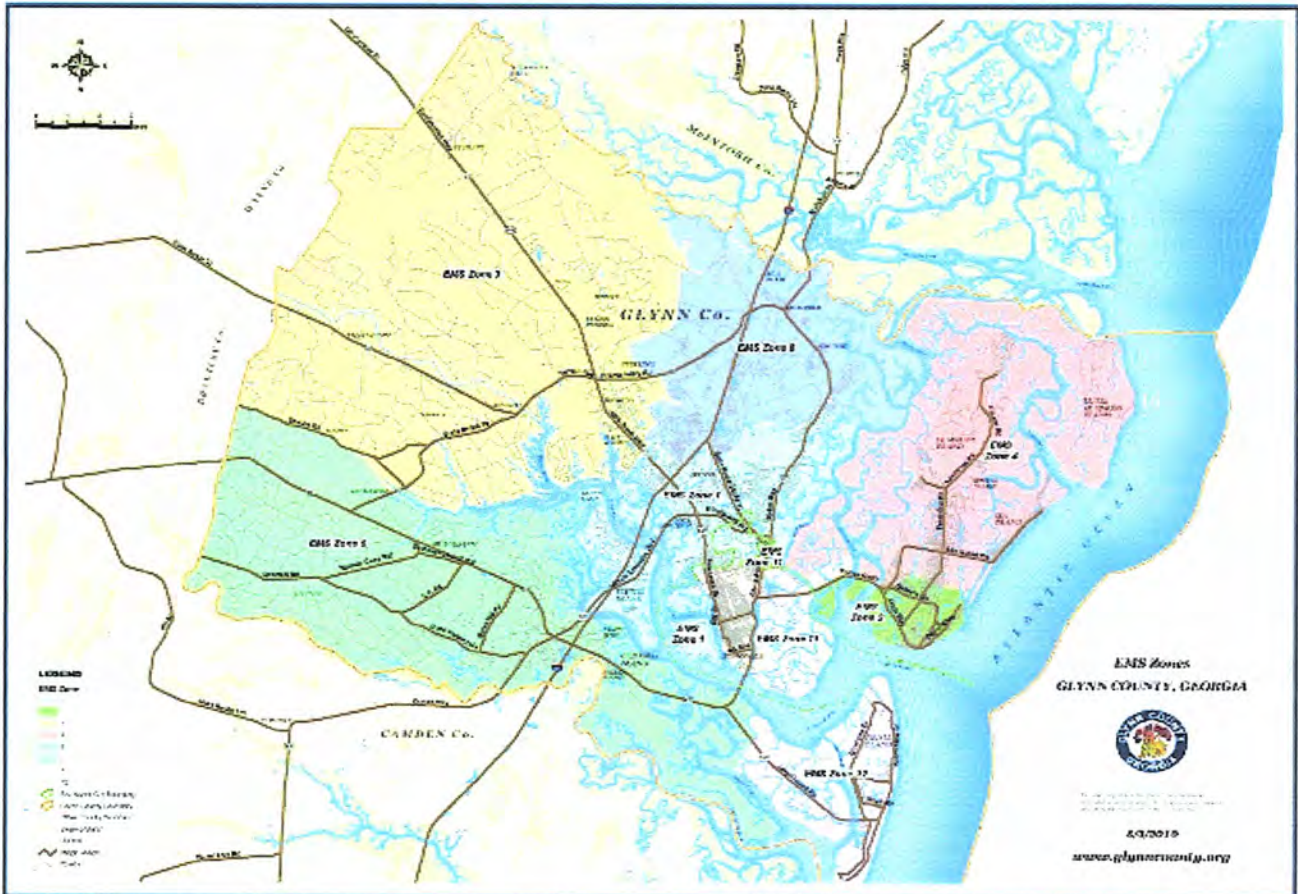
III Counties with multiple designated zone providers assigned to the same zone. In addition to the documentation below, attach the method (Attachment B) for distributing emergency calls among the providers, as required by O.C.G.A. § 31-11-3(c). If the zone does not include the entire county, attach a map (Attachment A) for each county which: a.) clearly identifies each zone within the county; and b.) clearly delineates all zone boundaries.

Not Applicable. Region 9 does not have any counties with multiple designated providers sharing the same zone.

| County (Zone) | County Number | License Number | Designated Ambulance Provider |
|---------------|---------------|----------------|-------------------------------|
| | | | |
| | | | |

**ATTACHMENT A
COUNTY ZONE IDENTIFICATION AND ZONE BOUNDARIES**

GLYNN COUNTY ZONE ASSIGNMENT MAP



GLYNN COUNTY ZONE ASSIGNMENTS

ZONE 1

Glynn County Fire Department

Area bordered on the north by Burnett Creek on Highway 341, Perry Lane Road at Cate Road, I-95 from Camden County line to Exit 9, Highway 17 from Highway 99 south to Fourth Street and Highway 17 from Jekyll Island Causeway south to the Camden County Line. Fourth Street, to include all of Fourth Street, will be the southern boundary. The western boundary will be Highway 82 at Highway 99.

ZONE 2

Glynn County Fire Department

Area on the line south of Heritage Avenue, and Postell Avenue, down to Hamilton Avenue, to the toll booth on the Torras Causeway.

ATTACHMENT A
COUNTY ZONE IDENTIFICATION AND ZONE BOUNDARIES

GLYNN COUNTY ZONE ASSIGNMENTS

ZONE 3 **Glynn County Fire Department**

All of the area north on a line from Burnett Creek, north on US 341 to Perry Lane Road, to Cate Road, excluding the areas of Turtle Creek, Touchstone and Timber Ridge. Highway 99 from Highway 84 to Highway 17, Highway 17 north of Highway 99 to McIntosh County Line, Highway 82 from Highway 99 to the Brantley County line, and I-95 from exit 9 north to the McIntosh County line.

ZONE 4 **Glynn County Fire Department**

Area on a line north of Hamilton Drive, Postell Avenue, and Heritage Avenue, including Sea Island.

ZONE 11 **Glynn County Fire Department**

Brunswick south of Fourth Street. F. J. Torras Causeway from Highway 17. Highway 17 from Fourth Street south to the Jekyll Causeway.

ZONE 12 **Jekyll Island Fire Department**

Jekyll Island to include the Jekyll Island Causeway to US 17.

ATTACHMENT B

CALL DISTRIBUTION PLAN FOR MULTIPLE DESIGNATED PROVIDERS WITHIN A SINGLE ZONE

Not Applicable. Region 9 does not have any counties with multiple designated providers sharing the same zone.

EMS REGION 9
EMERGENCY MEDICAL SERVICES SYSTEM ZONING PLAN

Recommended by action of the EMS Region 9 EMS Council on Date: **July 17, 2014**




7-21-14

Tim Genest, Region 9 Council Chair

Date

With the authority delegated to me by the Board of Public Health, I hereby approve the EMS Region 9 Emergency Medical Services System Zoning Plan, **09-2014-Z02**, in accordance with O.C.G.A. § 31-11-3

This zoning plan was established based primarily on the considerations of **economy, efficiency, and benefit to the public welfare**, and is supported by the specific findings made by the EMS Region Council.



J. Patrick O'Neal, M.D.
Director, Division of Health Protection
GEORGIA DEPARTMENT OF PUBLIC HEALTH

Date: 26 Aug 2014

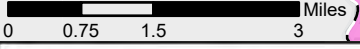
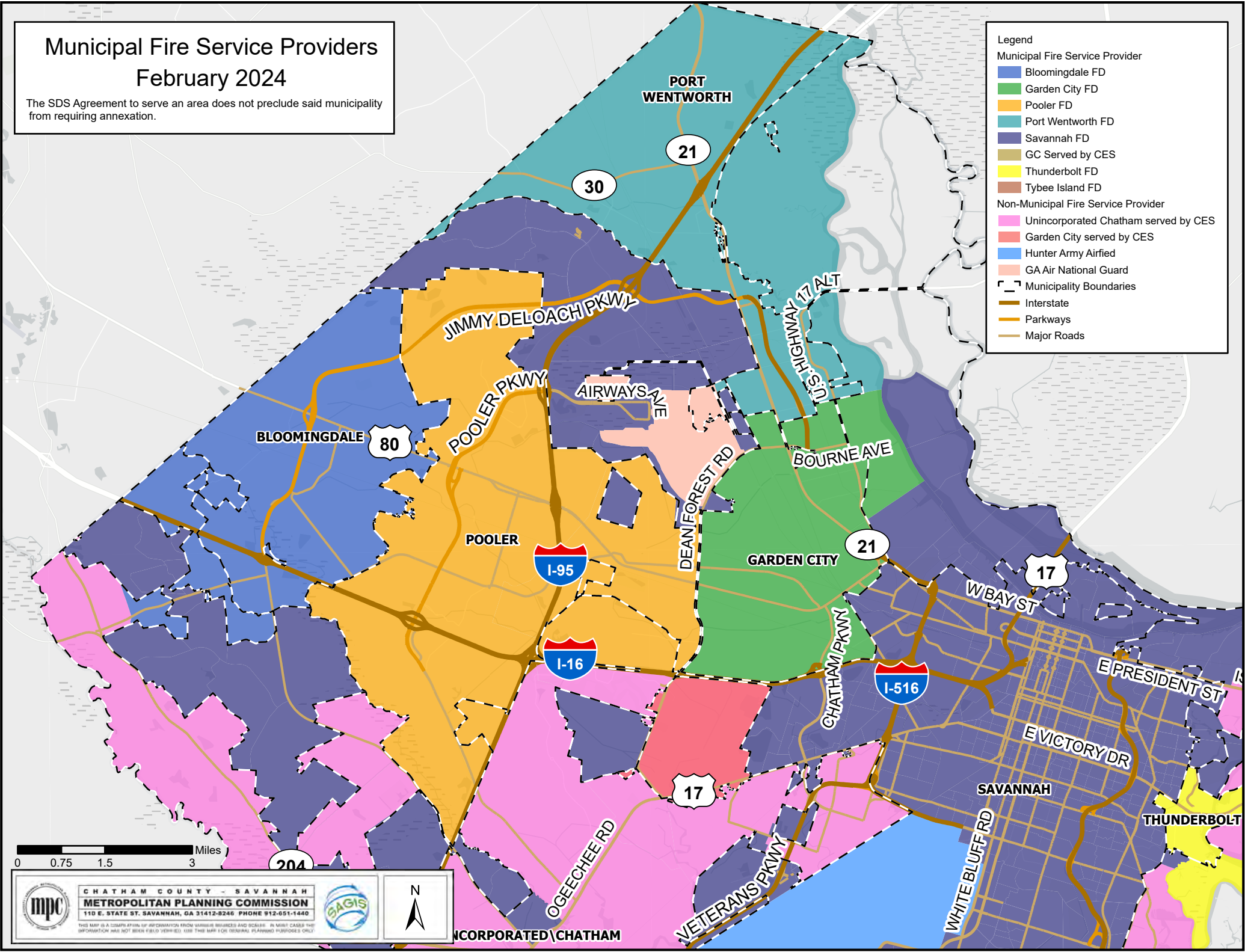
**SERVICE: FIRE PROTECTION/
HAZARDOUS MATERIALS**

Municipal Fire Service Providers

February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

- Legend**
- Municipal Fire Service Provider**
- Bloomingdale FD
 - Garden City FD
 - Pooler FD
 - Port Wentworth FD
 - Savannah FD
 - GC Served by CES
 - Thunderbolt FD
 - Tybee Island FD
- Non-Municipal Fire Service Provider**
- Unincorporated Chatham served by CES
 - Garden City served by CES
 - Hunter Army Airfield
 - GA Air National Guard
- Other Symbols**
- Municipality Boundaries
 - Interstate
 - Parkways
 - Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

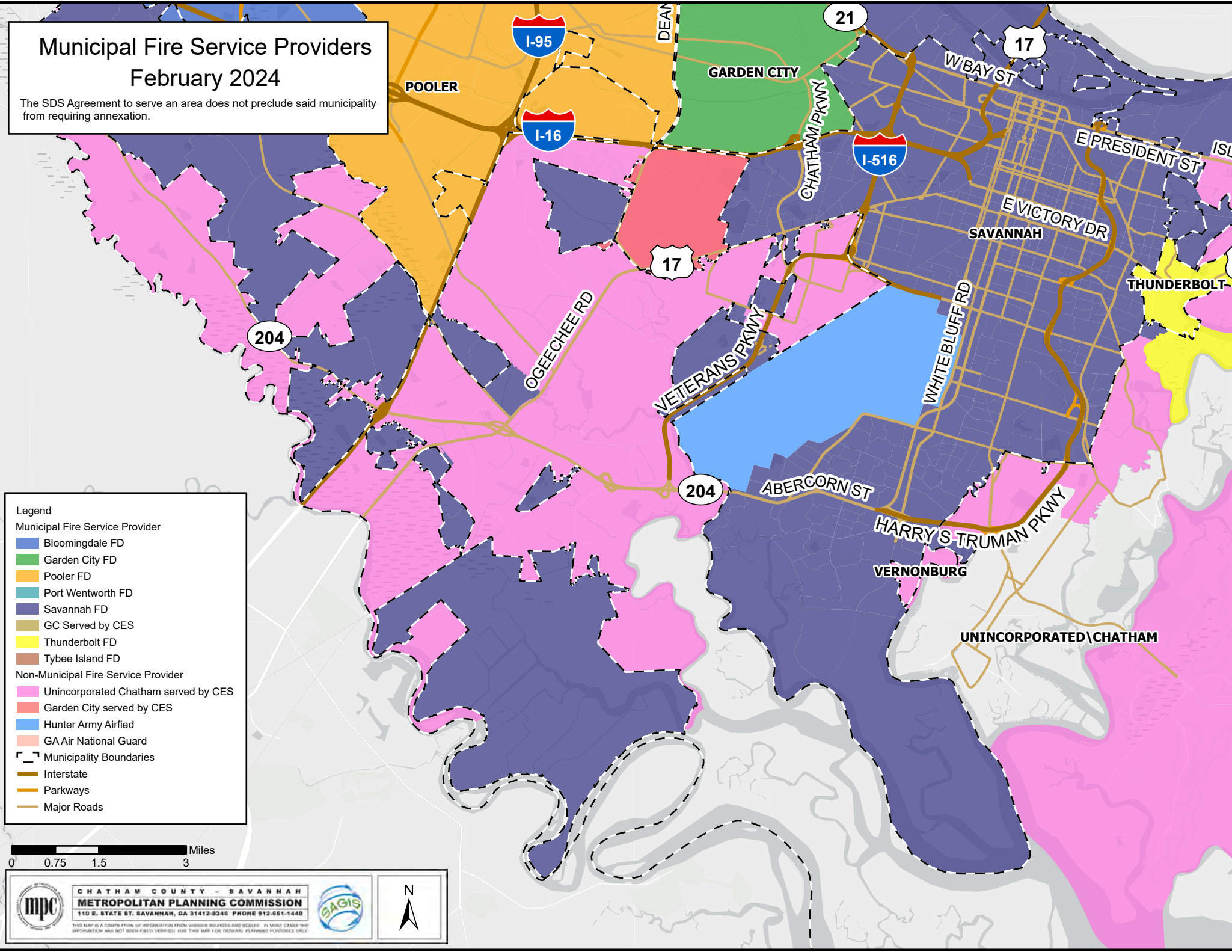
mpc **SAGIS**

THIS MAP IS A SIMPLIFICATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

UNINCORPORATED CHATHAM

Municipal Fire Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Municipal Fire Service Provider

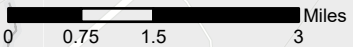
- Bloomingdale FD
- Garden City FD
- Pooler FD
- Port Wentworth FD
- Savannah FD
- GC Served by CES
- Thunderbolt FD
- Tybee Island FD

Non-Municipal Fire Service Provider

- Unincorporated Chatham served by CES
- Garden City served by CES
- Hunter Army Airfield
- GA Air National Guard

Municipality Boundaries

- Municipality Boundaries
- Interstate
- Parkways
- Major Roads



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



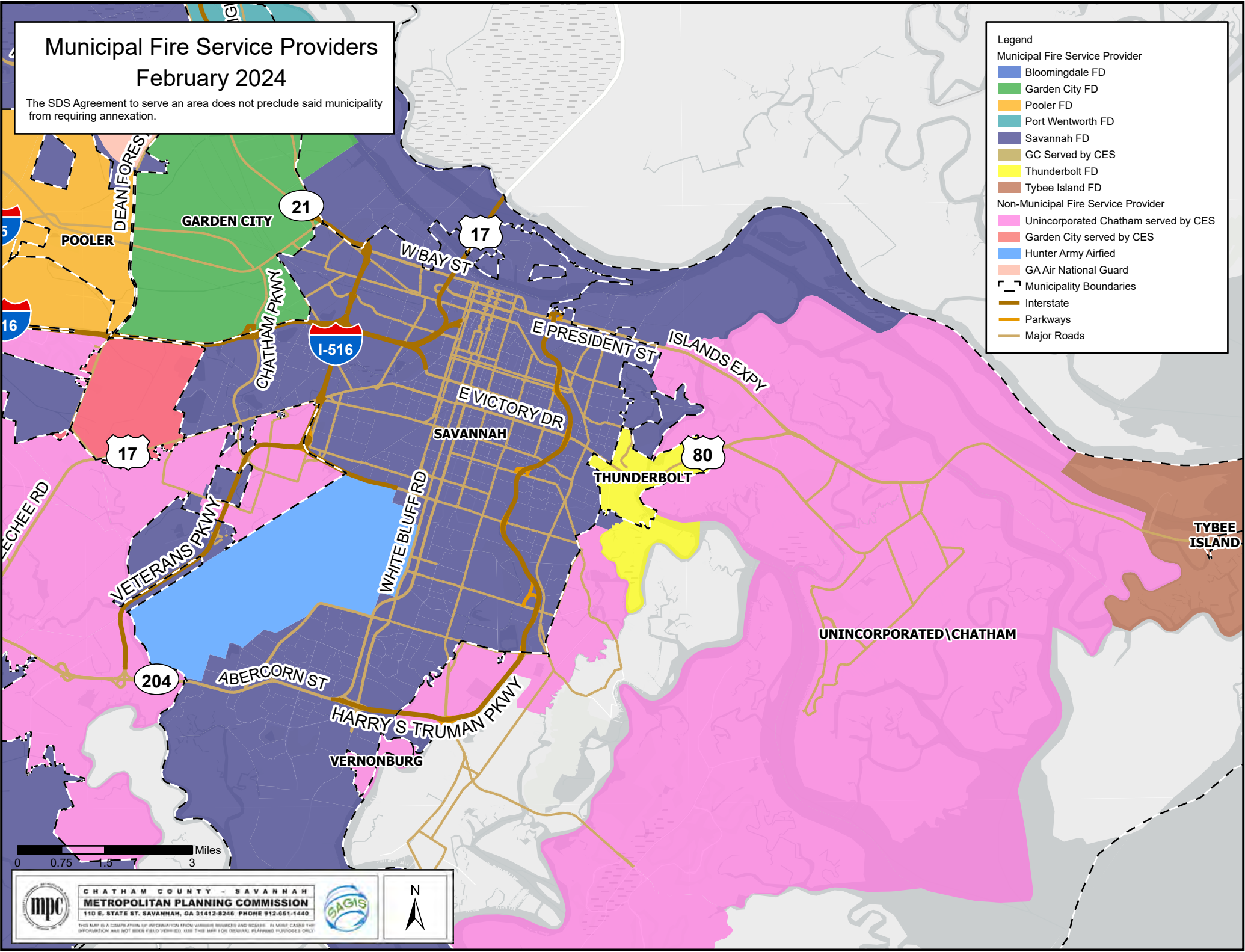
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Fire Service Providers

February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

- Legend**
- Municipal Fire Service Provider**
 - Bloomington FD
 - Garden City FD
 - Pooler FD
 - Port Wentworth FD
 - Savannah FD
 - GC Served by CES
 - Thunderbolt FD
 - Tybee Island FD
 - Non-Municipal Fire Service Provider**
 - Unincorporated Chatham served by CES
 - Garden City served by CES
 - Hunter Army Airfield
 - GA Air National Guard
 - Municipality Boundaries
 - Interstate
 - Parkways
 - Major Roads

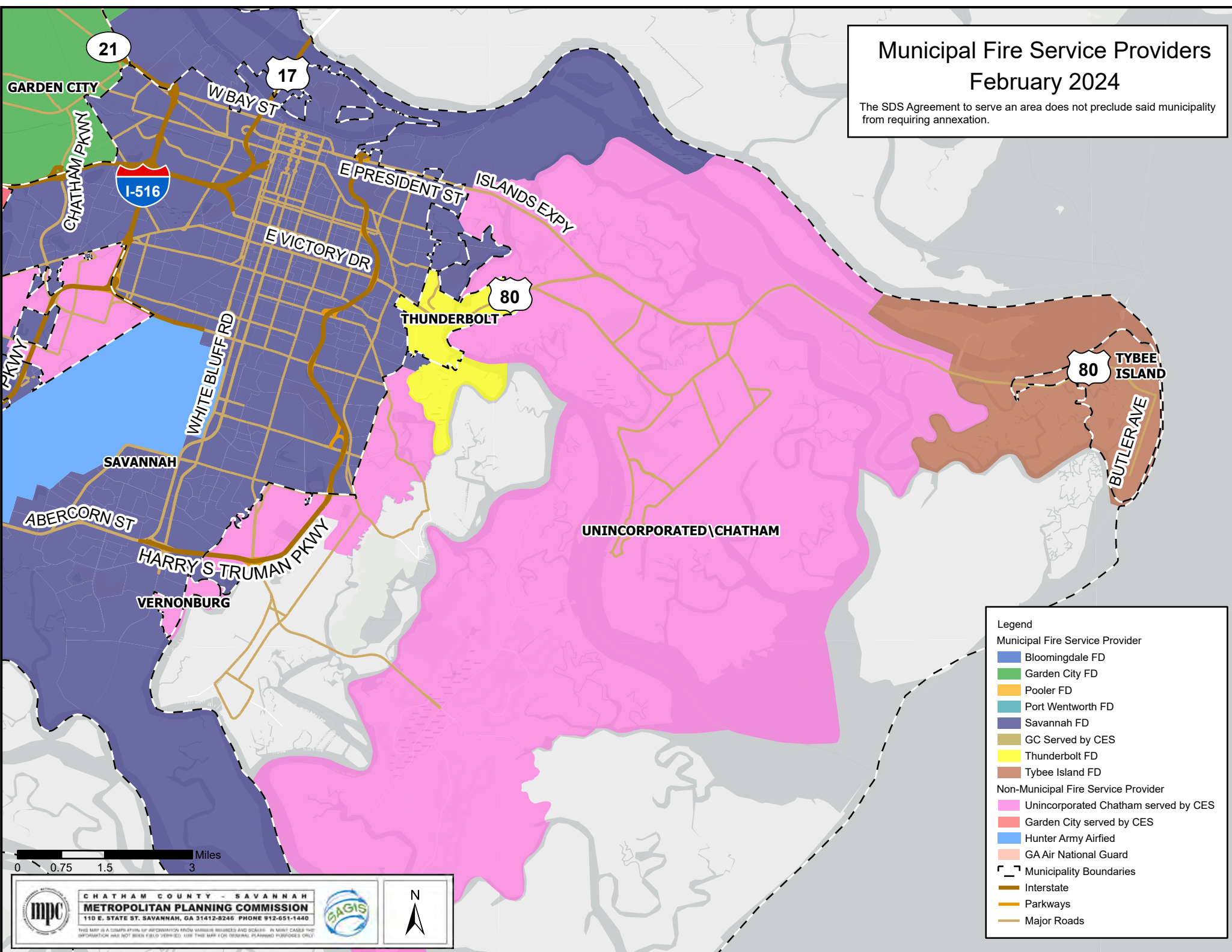


CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THE MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Fire Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



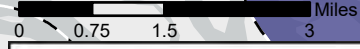
Legend

Municipal Fire Service Provider

- Bloomingdale FD
- Garden City FD
- Pooler FD
- Port Wentworth FD
- Savannah FD
- GC Served by CES
- Thunderbolt FD
- Tybee Island FD

Non-Municipal Fire Service Provider

- Unincorporated Chatham served by CES
- Garden City served by CES
- Hunter Army Airfield
- GA Air National Guard
- Municipality Boundaries
- Interstate
- Parkways
- Major Roads





CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALERS. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THE MAP FOR GENERAL PLANNING PURPOSES ONLY.





A RESOLUTION AUTHORIZE THE CHAIRMAN TO EXECUTE A REVISION AND ADDITION TO THE SERVICE DELIVERY STRATEGY AND ANY OTHER DOCUMENTATION THAT MAY BE REQUIRED FOR THE EXTENSION OF CURRENT CHATHAM COUNTY SERVICE DELIVERY STRATEGY.

WHEREAS, the governing authority of the County of Chatham, Georgia is the Board of Commissioners ("County"); and

WHEREAS, the County has entered into a Service Delivery Strategy (SDS) Agreement with the municipalities of Chatham County; and

WHEREAS, the current Service Delivery Strategy Agreement that was approved by the Georgia Department of Community Affairs on December 13, 2016, is set to expire on October 31, 2026; and

WHEREAS, the Service Delivery Strategy details which jurisdictions within Chatham County provide what public services to what territory and how those services are funded; and

WHEREAS, the County and the other municipalities of Chatham County desire to update and extend the existing Service Delivery Strategy Agreement until October 31, 2026; and

WHEREAS, this resolution will benefit the health, safety, and welfare of the residents of the County except as noted in the Service Delivery Strategy.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED THAT: the County hereby authorizes the Chairman of the Board of Commissioners to execute a Georgia Department of Community Affairs Revision of the Existing Service Delivery Strategy and any other documentation that may be required for the extension of the current Chatham County Service Delivery Strategy until October 31, 2026.

So Resolved, this 28th day of July, 2023.

COUNTY OF CHATHAM, GEORGIA



Chester Ellis, Chairman

ATTEST:



Janice E. Bocoock, Clerk of Commission
Chatham County Board of Commissioners



Town of Thunderbolt
State of Georgia

A RESOLUTION

TO TRANSFER FIRE & RESCUE SERVICES ON THE RESIDENTIAL STREETS OF JASMINE & TAYLOR AVENUE'S (LOCATED OUTSIDE THE JURISDICTION OF TOWN MUNICIPAL LIMITS). CHATHAM COUNTY WILL PROVIDE FIRE PROTECTION FOR THEIR RESIDENTS IN THE UNINCORPORATED COUNTY LOCATED ON JASMINE AND TAYLOR AVENUE'S.

WHEREAS, sound governmental operations require fire and rescue services to ensure the safety and well-being of the population., and

WHEREAS Thunderbolt Fire Department on a subscription basis has provided fire protection for years to the residents located outside of Town limits on Jasmine and Taylor Avenue; and

WHEREAS, Thunderbolt Fire Department proudly desires to ensure an adequate and national standard response time to emergencies within our response area, and

WHEREAS Several years back, due to safety concerns, Savannah State University closed non-traditional access gates to the University, which created an exaggerated response time to the location which rendered Thunderbolt Fire Department unable to provide the safety and fire protection services consistent with national standards. Furthermore, if members Thunderbolt are is providing services in this area, response times back to the Town in the event of a second emergency are delayed; and

WHEREAS, in early 2021 during the County wide Service Delivery Strategy prepared for all municipal services consistent with state law, the process to transition fire protection back to Chatham County began; and

WHEREAS, Chatham County hosted various community meetings at Thunderbolt Town Hall to ensure the residents were aware of and the need for the modification; and

WHEREAS, Chatham County has held various discussions and has a plan to ensure continuous fire protection services to their residents on Jasmine and Taylor Avenue.

NOW THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town of Thunderbolt, Georgia, as follows:

Thunderbolt Fire Department – after ratification by the County Commission, to make the necessary addition to the next service provider coverage area, and dispatch modifications are made that Thunderbolt Fire Department will no longer be the primary fire service provider for Jasmine and Taylor Avenue in the Unincorporated area of Chatham County. Thunderbolt Fire Department will ensure fire coverage in the area until the complete transfer of coverage and will always be willing to extend mutual aid to our neighboring jurisdictions as possible.

Adopted this 12 day of July, 2023

TOWN OF THUNDERBOLT, GEORGIA



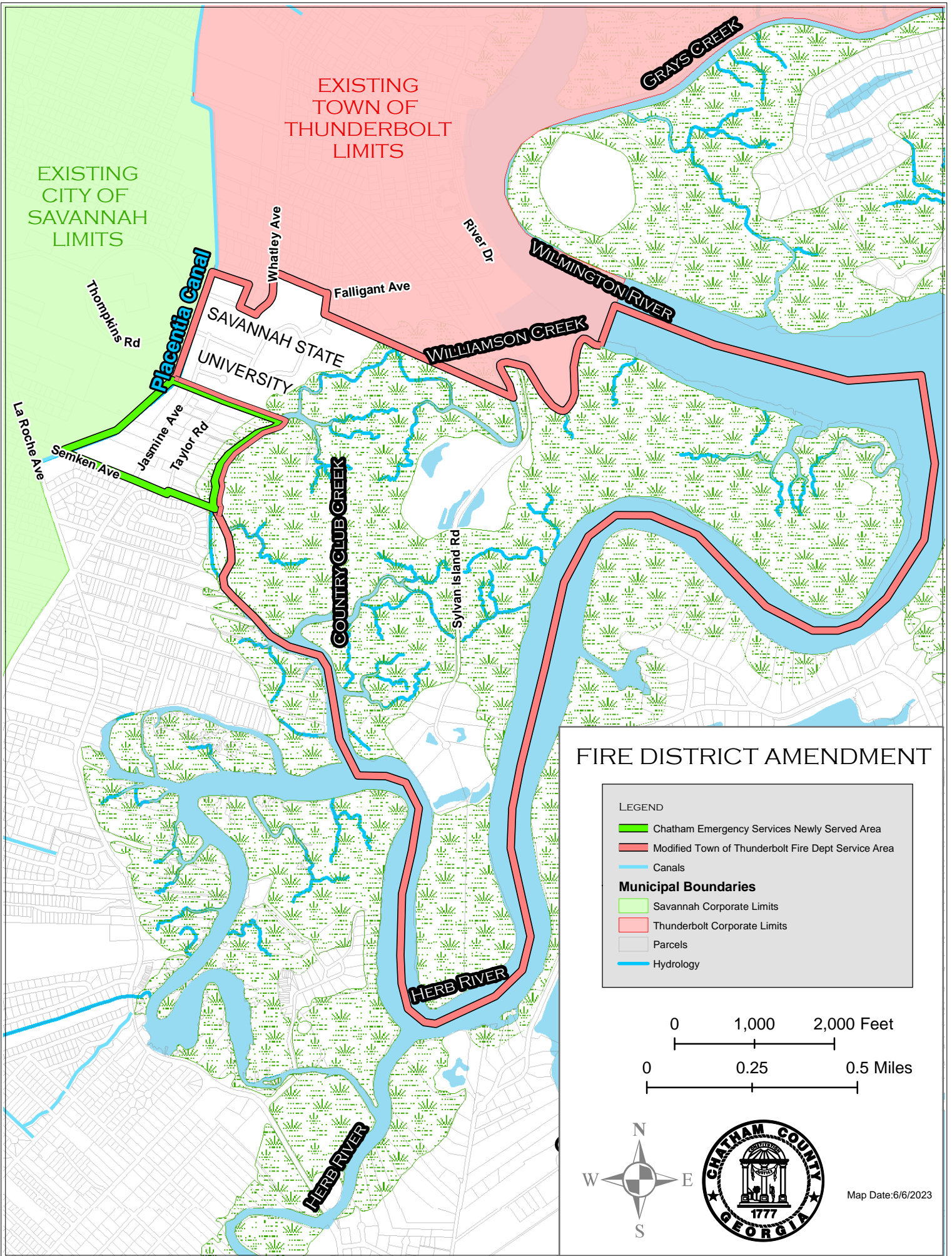
BY: Mayor Dana Williams

 (AFFIX SEAL)

Attest: Town Clerk Deatre Denion

EXISTING
TOWN OF
THUNDERBOLT
LIMITS

EXISTING
CITY OF
SAVANNAH
LIMITS



FIRE DISTRICT AMENDMENT

LEGEND

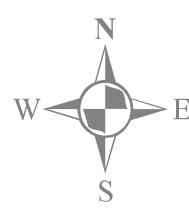
- Chatham Emergency Services Newly Served Area
- Modified Town of Thunderbolt Fire Dept Service Area
- Canals

Municipal Boundaries

- Savannah Corporate Limits
- Thunderbolt Corporate Limits
- Parcels
- Hydrology

0 1,000 2,000 Feet

0 0.25 0.5 Miles



Map Date: 6/6/2023

SERVICES CONTRACT BETWEEN

CHATHAM COUNTY, GEORGIA

AND

SOUTHSIDE COMMUNITIES FIRE PROTECTION, INC.

dba SOUTHSIDE FIRE/EMS and SECURITY

1399 Dean Forest Road

SAVANNAH, GEORGIA 31405

(912) 354-1011(PHONE)

(912) 354-1294(FAX)

EMERGENCY MEDICAL SERVICE PROVIDER (ZONES 3 & 4)

FOR CHATHAM COUNTY, GEORGIA

(Services Contract)

RFP NO. 15-0112-1

Board of County Commissioners

Chatham County Courthouse

124 Bull Street

Post Office Box 8161

Savannah, Georgia 31412

SERVICES CONTRACT

between

CHATHAM COUNTY, GEORGIA

and

SOUTHSIDE FIRE/EMS and SECURITY

This Contract is made and entered into this 1st day of SEPTEMBER 2016, by and between the Board of Commissioners of Chatham County, Georgia, hereinafter called the "BOARD." and, SOUTHSIDE FIRE/EMS and SECURITY a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."•

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and FIRM TO PROVIDE EMERGENCY MEDICAL SERVICES (ZONES 3 & 4) FOR CHATHAM COUNTY, GEORGIA, AS SPECIFIED IN RFP NO. 15-0112-1.

WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR that the COUNTY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1. TERM OF SERVICES. The service to be provided by the Contractor as described in Article IV is to commence upon execution of this contract, and/or upon a date mutually agreed upon by the County Procurement Specialist and the Contractor. THE TERM OF THIS CONTRACT WILL BE FOR ONE YEAR AND SHALL AUTOMATICALLY RENEW FOR FOUR (4) ADDITIONAL ONE YEAR TERMS. UNLESS ACTION IS TAKEN ON THE PART OF CHATHAM COUNTY BOARD OF COMMISSIONERS OR SOUTHSIDE FIRE/EMS AND SECURITY TO NOT RENEW.

SECTION I-2. REQUIREMENT FOR MANDATORY PERFORMANCE. The words "shall," "will" and "must" may be used interchangeably in this Contract and in any case will indicate a required or mandatory performance by the CONTRACTOR, and COUNTY.

SECTION I-3. COUNTY ADMINISTRATION. The administration of this Contract for Chatham County, Georgia, shall be the responsibility of the County administrative staff, hereinafter called the "COUNTY." The County Manager's designee 124 Bull Street, PO Box 8161, STE 220, Savannah, Georgia, (912) 652-7869 Office, (912) 652-7874 Fax, shall serve as the Project

Manager for this contract and shall be responsible to the County Manager who is responsible to the BOARD for the proper effectuation of Chatham County, Georgia's, obligations under the terms of this Contract.

SECTION I-4. COUNTY PROJECT MANAGER'S DUTIES AND AUTHORITY. The Project Manager is the Chatham County, Georgia staff member primarily responsible for the day-to-day management of this contract. He shall act as the official liaison between the CONTRACTOR and the COUNTY. The Project Manager shall arrange for conferences and the exchange of data and information and for necessary approvals, except for such portion of these liaison duties as may be specifically delegated to the CONTRACTOR under other provisions of this Contract. All correspondence, data, information and reports shall be directed to the Project Manager. The number of copies of such data shall be designated by the County Project Manager to provide for proper distribution to the parties concerned. The Project Manager shall be responsible for the maintenance of all records and correspondence concerning this contract for the COUNTY.

The CONTRACTOR shall meet with the COUNTY for review of the work as determined by the Project Manager. The services shall be performed to the satisfaction of the County's Project Manager, subject at all times to the County Manager's approval, whose decision upon any question connected with the aforementioned service, or any failure or delay regarding same shall be final and conclusive.

The Project Manager will expedite any necessary decisions regarding provisions of this contract that affect the performance of the CONTRACTOR.

SECTION I-5. PERSONNEL AND EQUIPMENT. The CONTRACTOR, represents that it has secured or will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract. 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-6. REVIEW OF WORK IN PROGRESS. Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities required under this contract. A monthly report may be created to track compliance with the response times outlined in Section IV-3. Such reports, if created, shall be delivered to the County Manager or his designee, to determine whether or not to assess penalties outlined for non-compliance.

SECTION I-7. 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 the 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-8. TERMINATION OF CONTRACT FOR CAUSE. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CONTRACTOR shall be in breach of this Contract and the COUNTY shall thereupon give written notice of default to the CONTRACTOR and allow the CONTRACTOR fourteen (14) calendar days from such notice to cure such default. After notice, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fourteen (14) before the effective date of such termination.

If COUNTY fails without cause to make payment when due, the CONTRACTOR may give written notice of the CONTRACTOR's intention to terminate this Agreement. If the CONTRACTOR fails to receive payment within fourteen (14) after receipt of such notice by the COUNTY, the CONTRACTOR may give a second written notice fourteen (14) after receipt of second written notice by the COUNTY, the CONTRACTOR may terminate this Agreement and recover from the COUNTY payment for services rendered.

SECTION I-9. TERMINATION OF CONTRACT FOR CONVENIENCE. Either party may terminate this contract for convenience by giving a ninety (90) day written notice prior to the effective date of such cancellation.

SECTION I-10. TERMINATION OF CONTRACT FOR LACK OF FUNDING. The obligation of the COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period. The continuation of the contract into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

SECTION I-11. CONTRACTOR TO COOPERATE WITH OTHER CONTRACTORS AND GOVERNMENT AGENCIES. If the COUNTY undertakes or awards other contracts for additional related work, the CONTRACTOR and its subcontractors shall fully cooperate with such other contractors and COUNTY employees and carefully fit its own work to such additional work as may be directed by the COUNTY. The CONTRACTOR and its subcontractors shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees. Costs caused by ill-timed work shall be borne by the responsible party.

SECTION I-12. INDEMNIFICATION. The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham 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 Chatham 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 Chatham County under this Section shall not be limited in any way by the agreed-upon contract price as shown in Article II or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR including, without limitation to, the insurance required to be maintained by the CONTRACTOR pursuant to Section II-4 of this Contract.

Nothing contained in this agreement is a waiver of sovereign immunity or any other defense available under law to the County.

SECTION I-13. PROHIBITED INTERESTS.

- A. Conflict of Interest. The CONTRACTOR and Its subcontractors warrant that it presently has 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 any such interest shall be employed.
- B. Interests of Public Officials. No member, officer, or employee of Chatham County, Georgia, during his tenure shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION I-14. SUBCONTRACTING. The CONTRACTOR shall not subcontract any part of the work covered by this Contract without the COUNTY's prior written approval of the subcontractor. All approved subcontractors and their personnel assigned to this Project shall be listed on Attachment B--Personnel Listing of this Contract. All subcontractor must be covered by the same bonds or bonds held by CONTRACTOR of equal value and be covered by CONTRACTOR'S insurance or insurance policy of equal value.

SECTION I-15. ASSIGNABILITY. The CONTRACTOR shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Contract without the written consent of the COUNTY.

SECTION I-16. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status;
- B. The CONTRACTOR will, in all solicitations or advertisements for employees, insure that qualified applicants will receive consideration for employment and will take affirmative action to employ applicants without regard to race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contacts or subcontracts for standard commercial supplies or raw materials.

SECTION I-17. ANTI-KICKBACK CLAUSE. Salaries of all personnel performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby agrees to comply with all applicable "Anti-Kickback" laws and shall insert appropriate provisions in all subcontracts covering work under this contract.

SECTION I-18. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and his subcontractors shall make available to the COUNTY and/or representatives of the Chatham County

Department of Internal Audit for 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 Department of Internal Audit 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-19. VERBAL AGREEMENT OR CONVERSATION. No verbal agreement or conversation with any officer, agent, or employee of Chatham County, Georgia, either before, during, or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. All changes to this Contract shall be in writing and appended hereto as prescribed in Section I-8.

SECTION I-20. INDEPENDENT CONTRACTOR. The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents or employees to be the agent, employee or representative of Chatham County, Georgia.

SECTION I-21. NOTICES. All notices shall be in writing and any notices, demands and other papers or documents to be delivered to Chatham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to the County's Project Manager, 124 Bull Street, PO Box 8161, STE 220, Savannah, Georgia, (912) 652-7869 Office, (912) 652-7874 Fax, or such other place or places 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, or delivered in person and addressed as follows: CEO of SOUTHSIDE COMMUNITIES FIRE PROTECTION, INC., dba, SOUTHSIDE FIRE/EMS AND SECURITY, 1399 DEAN FOREST ROAD, SAVANNAH, GEORGIA 31405, (912) 354-1011 (PHONE), (912) 354-1294 (FAX) or such other place or places as may be designated by written notice.

SECTION I-22. PERFORMANCE EVALUATION AT TERMINATION. The COUNTY will complete a Performance Evaluation on the CONTRACTOR's service during and after the contract is completed. A copy of the Performance Evaluation will be provided to the CONTRACTOR and a copy will be forwarded to the Purchasing Agent for review. The Purchasing Agent will, if necessary, recommend appropriate action to the County Manager. Otherwise, the Performance Evaluation will be filed with the original contract document as an official record for the purpose of review for future projects and is subject to disclosure in accordance with the Georgia Open Records Act. Favorable Performance Evaluations may be used by the CONTRACTOR for reference but cannot be used for public advertisement for any form of endorsement.

Periodic performance evaluations shall be held in conformance with Section I-6.

SECTION I-23. CHOICE OF LAW. This Contract shall be deemed to have been executed in Chatham County, Georgia, and all questions of interpretation shall be governed by the laws of the State of Georgia.

SECTION I-24. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all applicable Federal, State, Chatham County and municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the work, including but not limited to Chatham County building code and permits and/or municipal business licenses, building permits, and other local requirements, as applicable.

SECTION I-25. ACCURACY OF WORK WARRANTED. At all time during the course of the agreement, CONTRACTOR shall perform the duties outlined herein in manner to conform to all state, federal and local laws. In addition CONTRACTOR warrants that the services rendered shall be of such a level as to meet minimum standards of practice for similar emergency response services.

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: AS LISTED ON ATTACHMENT C. Annual cost shall be paid in equally monthly installments.

SECTION II-2. COMPENSATION SCHEDULE. The detailed project compensation schedule is shown in Attachment C and is attached hereto and incorporated herein as a part of this Contract. Any changes to the cost will be directed to the CONTRACTOR by the County Procurement Specialist in writing, and said document shall automatically become an addition to Attachment C.

SECTION II-3. METHOD OF COMPENSATION. The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the work as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payment(s) to the CONTRACTOR in accordance with the schedule as indicated and provided for on forms approved by the County Project Manager.

The making of total or final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective Work appearing after substantial completion, failure of the Work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contract Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of total or final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

SECTION II-4. INSURANCE PROVISIONS. The CONTRACTOR shall 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, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the CONTRACTOR's bid. Prior to the commencement of any work the CONTRACTOR shall obtain and furnish certificates of insurance to the COUNTY indicating the following minimum lines of coverage:

- A. Scope of Coverage as applicable: Insurance coverage shall be at least as broad as:

- (1) Current Insurance Service Office (ISO) Commercial General Liability coverage, and where applicable, supplemented by Umbrella/Excess with coverage as broad as the underlying Commercial General Liability Policy(s). Commercial General Liability shall be written on an Occurrence basis with Products and Completed Operations, and Contractual Liability.
- (2) Current Insurance Service Office Business Auto coverage including Code 1, "Any Auto."
- (3) Worker's Compensation and Employer's Liability.
- (4) Professional Liability.

B. Limits of Insurance: Effective coverage shall have the following limits:

- (1) **Commercial General Liability**: \$1,000,000 Combined Single Limit General Aggregate for bodily injury, property damage, Products-Completed Operations. Owners and Contractors Protective Liability, and Contractual Liability.
- (2) **Business Auto Liability**: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage, including Code 1 –"Any Auto."
- (3) **Worker's compensation** that shall comply with all applicable state and federal laws and shall include Employer's Liability with a minimum limit of \$500,000.
- (4) **Professional Liability**: \$2,000,000

C. Special Requirements:

- (1) **Severability of Interest**: Where applicable, any insurance coverage provided by any party other than Chatham County, and which may indemnify Chatham County, the limits stated under such coverage shall apply separately to Chatham County.
- (2) **Reporting Provisions**: Any failure to comply with reporting provisions of any applicable policy shall not affect coverage, if any, afforded on behalf of Chatham County, its officials, officers, employees, or volunteers.
- (3) **Cancellation/Non-Renewal Notification**: Each applicable insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Chatham County.
- (4) **Proof of Insurance**: The Contractor is required to carry insurance under this contract and shall furnish Chatham County with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- (5) **Insurer Acceptability**: Insurance is to be placed with insurers with a Best's rating of no less than A:V.
- (6) **Lapse of Insurance Coverage**: A lapse of insurance coverage shall constitute ground for termination of this contract by the Chatham County Board of Commissioners

SECTION II-5. BOND REQUIREMENT. The CONTRACTOR shall provide the COUNTY with a performance bond in the amount of \$2,000,000 or an irrevocable letter of credit. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding, Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies: Notice.

SECTION II-6. MAINTENANCE OF PROJECT FINANCIAL RECORDS. The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project, where appropriate, and shall make such material available at all

reasonable times, during the period of the Contract and for three (3) years from the date of final payment under the Contract, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

SECTION II-7. PAYMENT OF TAXES AND FEES. The CONTRACTOR shall request and obtain any necessary inspections from the County Project Manager should same be required. The cost of any permit fees required by the County, and not waived, shall be paid by the CONTRACTOR.

ARTICLE III

SERVICES PROVIDED BY THE COUNTY

SECTION III-1. SCOPE OF SERVICES. It is agreed and understood that certain services, if required, will be performed and furnished by the COUNTY in a timely manner so as not to delay the CONTRACTOR unduly in his performance of said obligations.

SECTION III-2. INFORMATION TO THE CONTRACTOR. The COUNTY will supply the CONTRACTOR with adequate copies of all data pertaining to the required service, plus full information as to the COUNTY's requirements for the service including any known pertinent data from any other CONTRACTORS performing work that would affect this Project.

SECTION III-3. COUNTY STAFF RESPONDING TO CONTRACTOR EXPEDITIOUSLY. The COUNTY will examine all data as the County deems appropriate for such examination and rendering written decisions pertaining thereto within a reasonable time so as not to delay the services of the CONTRACTOR.

SECTION III-4. COUNTY GIVING NOTICE OF PROBLEMS. The COUNTY shall give prompt verbal and/or written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any defect in the service or changed circumstances.

SECTION III-5. ACCESS TO PROPERTY. The COUNTY will guarantee access to and make necessary provisions for the CONTRACTOR to enter upon public and private property as required for the CONTRACTOR to perform his services under this Contract.

ARTICLE IV

SCOPE OF SERVICES PROVIDED BY THE CONTRACTOR

SECTION IV-1. CONTRACTOR MISSION STATEMENT. The CONTRACTOR shall do, perform, and carry out the services as specified below in a satisfactory and proper manner and in conformance with the standard practices and procedures of its professions. FIRM TO PROVIDE EMERGENCY MEDICAL SERVICES (ZONES 3 AND 4) FOR CHATHAM COUNTY, GEORGIA, AS SPECIFIED IN RFP NO. 15-0112-1, WHICH IS HEREBY INCORPORATED BY REFERENCE IN ITS ENTIRETY.

SECTION IV-2. DETAILED SCOPE OF SERVICES. The detailed scope of services to be performed by the CONTRACTOR includes those services required and issued to the CONTRACTOR by the County's Project Manager. All work shall comply with current Chatham

County Codes and shall be inspected or caused to be inspected by the County Project Manager as appropriate.

SECTION IV-3. RESPONSE TIMES AND PENALTIES.

1. "Hot" Response times to life threatening emergencies in Zones 3 & 4 shall be 12 minutes. "Cold" Response times to non-life threatening emergencies in Zones 3 & 4 shall be 20 minutes.
2. Ambulance Contractor will dispatch the closest, most appropriate ALS (Advanced Life Support) ambulance to all 911 calls.
3. First responders dispatched to calls and arriving on scene may downgrade the ambulance response from Hot to Cold (Current Practice).
4. First responding EMTs or Paramedics dispatched to calls and arriving on scene may downgrade or cancel the ambulance response.
5. Cancelled responses by on scene EMS personnel will stop the response time clock.
6. Ambulance Contractor will cooperate with PROJECT MANAGER to report and monitor downgraded responses and cancellations.
7. Fines for each percentage below 90% in both categories will be \$1000.00 per occurrence.
8. COUNTY will cooperate with ambulance contractor to reduce the number of Hot responses to be more in line with national standards.
9. The County Manager has sole and exclusive authority to determine if response times are in compliance with the terms of this agreement. Additionally, County Manager has sole and exclusive authority to determine whether or not penalties outlined herein are due for non-compliance.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

ATTEST:

CONTRACTOR:
SOUTHSIDE COMMUNITIES FIRE
PROTECTION, INC DBA, SOUTHSIDE
FIRE/EMS AND SECURITY

SIGNATURE

SIGNATURE

NAME/TITLE

NAME/TITLE

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation. (CORPORATE SEAL)

CHATHAM COUNTY, GEORGIA:

ALBERT J. SCOTT, CHAIRMAN
BOARD OF COMMISSIONERS

APPROVED AS TO FORM AND LEGALITY

ATTEST:

JENNIFER BURNS,
ASSISTANT COUNTY ATTORNEY

JANICE E. BOCOOK,
CLERK OF COMMISSION

RFP NO. 15-0112-1

ATTACHMENT A

DRUG- FREE WORKPLACE CERTIFICATION

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

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract: and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

SOUTHSIDE COMMUNITIES FIRE PROTECTION, INC, dba SOUTHSIDE FIRE/EMS AND SECURITY_(Contractor) certifies to Chatham County that a Drug Free Workplace will be provided for the employees during the performance of this contract known as **FIRM TO PROVIDE EMERGENCY MEDICAL SERVICES (ZONES 3 AND 4) FOR CHATHAM COUNTY, GEORGIA - RFP NO. 15-0112-1** (Project) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

SUBCONTRACTORS

In the event that personnel changes are approved by the COUNTY, the CONTRACTOR shall amend the list and attach the amended list to this list.

ATTACHMENT C

PROJECT COMPENSATION SCHEDULE

PAYMENT WILL BE MADE BY INVOICE SUBMITTED TO PROJECT MANAGER FOR SERVICES SATISFACTORILY COMPLETED. CONTRACT PRICES ARE AS FOLLOWS:

CONTRACT TERMS:

TOTAL ANNUAL COST:

| | |
|-------------------------------|-----------|
| YEAR 1 (09-01-16 TO 08-31-17) | \$600,000 |
| YEAR 2 (09-01-17 TO 08-31-18) | \$600,000 |
| YEAR 3 (09-01-18 TO 08-31-19) | \$600,000 |
| YEAR 4 (09-01-19 TO 08-31-20) | \$600,000 |
| YEAR 5 (09-01-20 TO 08-31-21) | \$600,000 |

Annual cost shall be paid in equal monthly installments.



Chatham County Purchasing and Contracting

1117 Eisenhower Drive • Suite C • Savannah, Georgia 31406

Phone: (912) 790-1618 • Fax: (912) 790-1627

www.chathamcounty.org

NOTIFICATION OF CONTRACT EXTENSION

February 18, 2021

Mr. Conrad Kearns
Chatham Emergency Services
1399 Dean Forest Road
Savannah, Georgia 31405

Dear Mr. Kearns,

This letter is your *official notice* that your annual contract 15-0112-1 to provide **Emergency Medical Service Provider (Zones 3 & 4) for Chatham County, Georgia**, has been extended for an additional year, with all prices, terms and conditions of the contract remaining the same.

At their February 12, 2021 meeting, the Board of Commissioners approved to extend this contract to **August 31, 2022**. If you have any objections to the extension, please state your reasons in writing and submit it to my attention **prior to March 1, 2021**. If you do not respond prior to the deadline date, this will be considered as an amendment to your contract and hereby incorporated.

In order for your company to be compliant, please forward a copy of your current Business License and your current Certificate of Insurance.

Sincerely,

Margaret H. Joyner
Purchasing Director

cc: Lee Smith, County Manager
Michael Kaigler, Assistant County Manager
Mark Bucalo, Budget Officer

**SERVICE: BEHAVIORAL HEALTH /
SOCIAL SERVICES / HEALTH
SERVICES**

STATE OF GEORGIA

COUNTY OF CHATHAM

**MEMORANDUM OF AGREEMENT
REGARDING THE DISBURSEMENT OF
CARES ACT FUNDS
THROUGH UNITED WAY OF THE COASTAL EMPIRE**

This Memorandum of Agreement, made and entered into this 10th day of August, 2020, is by and between THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (hereinafter the "City") and UNITED WAY OF THE COASTAL EMPIRE (hereinafter "United Way"), a non-profit organization.

WITNESSETH:

WHEREAS, the City of Savannah received Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as "CARES Funds").

WHEREAS, the United Way's organizational mission aligns with that of the City of Savannah's to aid and support Savannah's residents in need of financial support during the COVID-19 Pandemic.

WHEREAS, the City of Savannah will allocate up to \$3.3 million to United Way to accurately disburse to Savannah residents who are experiencing COVID-19 related hardships in the areas of eviction prevention, rent/mortgage assistance, utility payment assistance, or a combination of to be expended prior to September 1, 2020.

WHEREAS, United Way agrees to be the central point of access for Savannah residents in need of assistance through the CARES Funds, and develop a multi-faceted approach for client intake and request.

WHEREAS, the City of Savannah agrees to clarify the eligibility requirements, reporting deadlines, and lead the comprehensive marketing/communications plan to educate citizens regarding how to access these resources and eligibility requirements.

NOW, THEREFORE, the City and United Way agree as follows:

1. The City of Savannah responsibilities will include:
 - a. Provide a disbursement to United Way of \$500,000 upon approval of this agreement which will be placed exclusively in a City of Savannah CARES Act Fund account;
 - b. Provide additional weekly disbursements and/or reimbursements of funds as needed up to \$3.3million;
 - c. Allow United Way to use or allocate an agreed upon portion of the funds for administrative costs with respect to disbursement, program management, or administration of these funds;
 - d. Communicate clear reporting requirements;
 - e. Set clear eligibility requirements for use of the fund United Way will follow to administer;

- f. Create and execute, with input from United Way, a comprehensive marketing/communications plan to help educate citizens regarding the CARES Fund including requirements and accessibility;
- g. Assist United Way in streamlining other community partnerships to assist and promote this agreement;
- h. Comply with all federal and state reporting and regulatory requirements that are not the explicit responsibility of United Way; and
- i. To the extent permitted by law, defend and hold harmless United Way from and against (i) any lawsuits or claims arising out of or related to the City's participation in this MOA; and (ii) any lawsuits or claims that the monies disbursed by the City to United Way pursuant to this MOA, or expended by United Way or by any subrecipients, do not satisfy applicable legal requirements.

2. United Way responsibilities include:

- a. Create a City of Savannah CARES Act Fund and provide accurate accounting for the disbursement of all CARES Act funds for the purpose of eviction prevention, rent/mortgage assistance, utility assistance, or a combination of to be expended prior to September 1, 2020;
- b. Lead the effort to coordinate a multi-agency partnership with qualified case workers in an effort to spend down all monies prior to September 1, 2020; these agencies shall include but not be limited to Salvation Army, Wesley Community Center, Family Promise, and the Economic Opportunity Authority.
- c. United Way will provide temporary Charity Tracker licenses to each agency partner in order to provide a comprehensive multi-agency tracking and accounting system for all CARES Fund dollars expended. Participating partner agencies will receive an agreed upon administrative fee for all CARES dollars disbursed through their agency upon receipt of accurate data;
- d. United Way agrees to be the central point of access for community members in need of assistance through the CARES Act Fund. United Way will develop a multi-faceted approach for client intake to include the following: online via web based portal, email in Google docs format, via phone interview with case worker completing the intake form on behalf of the client and when necessary, in person with masks and safe social distancing;
- e. United Way agrees to produce a comprehensive data report for all households assisted using our Charity Tracking System to include the following data sets: household income, demographics (gender, race, age of all household members), total amount assisted for one or more of the following: rent, mortgage, utilities. Additionally, all case intake paperwork, eligibility documentation, proof of income, proof of residency, copy of lease or mortgage, direct payment to vender documentation and identification will be uploaded into each client's case in Charity Tracker;

- f. United Way agrees to add additional qualified temporary support staff to the 2-1-1 call center for the purpose of managing the expected increased call volume and an increase in direct services case work;
 - g. United Way agrees to work closely with the Magistrate Court and Georgia Legal Services in order to develop a referral process for families and individuals struggling with possible eviction or those already served with a dispossessory;
 - h. United Way will work closely with Ga Legal Services to develop a short-term legal services program.
 - i. Return any remaining CARES Fund dollars that are not distributed to eligible City of Savannah residents by September 1, 2020 to the City of Savannah.
3. Proposed fund eligibilities include:
- a. City of Savannah resident;
 - b. Proof of loss of income due to COVID-19 pandemic (from March 1, 2020- to date) ;
 - c. Verification of current household income (receiving unemployment benefits, returned to work, new employment, SSI and SSDI, child support and alimony where applicable) ;
 - d. Verification of past due rent/mortgage/utilities (copy of the most recent bill, copy of the mortgage statement, copy of the lease or statement from the property management company) ;
 - e. Identification of all members in the household (when possible);
 - f. \$15,000 cap per household on eviction prevention, rental assistance and/or mortgage assistance;
 - g. \$5,000 cap per household on utility assistance;
 - h. Completed intake application (online or hard copy).
4. CARE Funds may not be used for the following;
- a. Funds may not be used to fill shortfalls in government revenues;
 - b. Damages covered by insurance;
 - c. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - d. Reimbursement to donors for donated items or services; and
 - e. Severance pay.
 - f. The requirements of this section may be satisfied by fund recipients signing an acknowledgement of these restrictions.
5. United Way will provide the following to the City of Savannah for each individual that receives CARES funds on the Friday of each week up to September 1, 2020;
- a. Name of individual for whom received funds;
 - b. Address with verification that the individual is a City of Savannah resident;
 - c. Proof of loss of income due to COVID-19 pandemic;
 - d. Verification of past due rent/mortgage/utilities;
 - e. Total amount of assistance received by household within each service area.

6. All notices regarding this agreement should be mailed or delivered to the following:

FOR THE CITY:

Patrick C. Monahan
City Manager
P.O. Box 1027
Savannah, GA 31402

FOR UNITED WAY:

Brynn Grant
Chief Executive Officer
428 Bull Street
Savannah, GA 31401

7. Either party may terminate this agreement within 10 days of a written notice.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first written above.

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

Patrick C. Monahan
City Manager

UNITED WAY OF THE COASTAL EMPIRE

Brynn Grant
Chief Executive Officer



Attest:

Mark Massey
Clerk of Council

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

| Organization | Description/Service Indicators | Annual - Contracted Target or Proposed * |
|--|---|--|
| America's Second Harvest | Total Number of Mobile Food Pantries in Chatham County | 10 |
| | Number of Mobile Food Pantries in unincorporated Chatham County - District 5 District 6 District 7 District 8 | 4 |
| | Total Overall Number of clients being served | 1500 |
| | Chatham County Juvenile Court - MARC Front Porch | Number of unduplicated clients referred to the program |
| Number of youth receiving an assessment from Front Porch | | 360 |
| Number of unduplicated youth accepted and have individual/family service plan which included referral(s) for service | | 300 |
| Number of referrals to mental health providers | | 150 |
| Number of referrals to prosocial activities | | 100 |
| Number of unduplicated youth who follow up with at least one referral | | 200 |
| Number of unduplicated youth who complete program within 90 days | | 200 |
| Number of hours spent by law enforcement processing juveniles | | 750 |
| Chatham County Juvenile Court - WREP | Number of unduplicated clients served in the program | 15 |
| | Number and percentage of youth completing the program | 12 (80%) |
| | Number of youth who demonstrate work readiness development skills and increase in knowledge | 11 (73%) |
| | Number and percentage of youth ages 16 and older to secure employment | 6 (40%) |
| | Recidivism rate reduction | 8 (53%) |
| | Number and percentage of youth reporting positively on personal outcomes | 12 (80%) |
| Chatham County Safety Net Planning Council | Presentation of Evaluation | 1 |
| | Number of providers who make monetary contribution to HIE | 6 |
| | HIE Utilization - # of New Consumers whose EMR uploaded into HIE | 250 |
| | HIE - # of new partners providing service to Chatham County residents | 2 |
| | PST: # Individuals who have completed 16 hours of ASIST Training sessions | 100 |
| | PST: # of individuals completing at least 30 minutes of Suicide Talk and/or QPR | 1500 |

| | | |
|---|---|------------|
| | PST: # of individuals completed at least one 30 minute Mindful Self-Compassion workshop | 500 |
| Chatham County (DA) - Youth Intercept | Number of new, upduplicated youth enrolled into case management and have an individual/family service plan | 50 |
| | Number of unduplicated youth actively participating in job training program | 25 |
| | Number of unduplicated youth employed | 20 |
| | Number of unduplicated youth actively enrolled in weekly life skills training course | 35 |
| | Number of unduplicated individuals referred for mental health services | 25 |
| | Number of unduplicated individuals referred for substance abuse counseling | 25 |
| | Number of unduplicated individuals assisted with Georgia Crime Victims Compensation | 25 |
| | Percentage of school aged persons, who remain in school | 80% (40) |
| | Percentage of individuals with decrease in truancy | 75% (37.5) |
| | Percentage of individuals who have increase in at least one academic subject | 75% (37.5) |
| Coastal Center for Developmental Services dba Employability | Total number of unduplicated individuals enrolled in the program | 30 |
| | Successful achievement of class requirements | 22 |
| | Industry Tours Completed | 18 |
| | Individual interviews | 16 |
| | Job Offers | 15 |
| | Sustain Job 30 Days | 14 |
| | Sustain Job 60 Days | 12 |
| | Sustain Job 90 Days | 10 |
| Crime Stoppers | Total number of tips disseminated to Chatham County law enforcement agencies. | 1200 |
| | Total number of unduplicated residents who participate in distribution of information regarding Crime Stoppers (Volunteers) | 300 |
| | Total number of visits, participations with SCCPSS | 28 |
| | Total number of neighborhood/civic functions attended. | 12 |
| | Total number of media released published. | 6 |
| | Unduplicated Patient Visits/Services | 15,000 |
| | Consulted for Insurance Enrollment | |
| | New Clients | |
| | Total Health Screenings | |

| | | |
|------------------------------------|--|-----------|
| Curtis V. Cooper | Diabetes | |
| | HgbA1C | |
| | HTN | |
| | Lipids | |
| | Micro Albumins | |
| | # Clients Prenatal and Perinatal Services | |
| | Pregnancy Test | |
| | Cancer Screenings Completed | |
| | Cervical Screening | |
| | PSA | |
| | FBOT | |
| | Immunizations (Flu shots, Hepatitis A vaccines, etc.) | |
| | Communicable Diseases Screenings | |
| | COVID Screenings | |
| | COVID Vaccinations | |
| | Individuals participating in Voluntary Family Planning | |
| Deep Center | Number of youth enrolled literacy, learning and leadership | 540 |
| | Percentage of youth who demonstrate positive experience | 534 |
| | Percentage of youth who show ELA grades improvement | 50% (250) |
| | Percentage of youth who improve on writing skills. | 50% (250) |
| | Number of unduplicated adults engaged in trauma-informed training. | 280 |
| | Number of youth referred through the Front Porch | 10 |
| | Number of youth referral from juvenile court | 30 |
| Family Promise of Greater Savannah | Number of unduplicated individuals enrolled | 250 |
| | Number remain housed/prevent homelessness | 200 |
| | Number receive referral for supportive services | 180 |
| | Number of eligible adults with employment 90 days of enrollment | 135 |
| | Number of adults maintain employment 180 days of enrollment | 94 |
| | Number of families increase household income | 66 |

| | | |
|--------------------------------|--|-------------------------|
| Frank Callen Boys & Girls Club | Number of Recruits | 200 |
| | Number of Referrals by County Partners | 70 |
| | Number of Recruits in Prosocial Activities at least 3 times per week | 100 |
| | Number of identified partners who signed an MOU on file | 3 |
| Forsyth Farmer's Market | Number of unduplicated Chatham County residents assisted with food through Farm Truck 912 | 2500 |
| | Amount of SNAP/EBT Benefit to local residents | \$ 9,000.00 |
| | Number of Farm Truck 912 distribution opportunities held in Chatham County in each district. | 3 (District 5, 6, 7) |
| Gateway BHCC | Number of unduplicated registration/admissions at the BHCC | 100 |
| | Number/Percentage of Chatham County residents admitted. | 60% (60) |
| | Number/Percentage of admitted patients with NO insurance. | 50% (50) |
| | Number of individuals referred by law enforcement | 50 |
| | Number of individuals referred to other care sources | 50 |
| | Number of individuals admitted to the CSU | 25 |
| | Number of Psychiatry Residents being trained | 10 |
| Greenbriar Children's Center | Enrolled in Early Childhood | 50 |
| | Number of Students on Scholarship | 25 |
| | Unduplicated Emergency Shelter | 35 |
| | Proof of GA BHDD Provider | 3 |
| | Newly Enrolled with Family Preservation | 30 |
| | Ongoing Families Enrolled in Family Preservation | 30 |

| | | |
|--|---|----------|
| | Total number of family visits with Family Preservation | 400 |
| | Number of unduplicated youth who remain for more than 24 hours | 30 |
| HUGS | # Unduplicated individuals enrolled in Individual Counseling Sessions (in hours) | 400 |
| | # Family Counseling Sessions Offered | 150 |
| | # of Unduplicated mental health assessments completed | 40 |
| J. C. Lewis | Unduplicated Patient Visits/Services | 2150 |
| | Consulted for Insurance Enrollment | |
| | New Clients | |
| | Total Health Screenings | |
| | Ears, Eyes, Dental Screening | |
| | # of Clients diabetes monitoring and treatment | |
| | # Clients Prenatal and Perinatal Services | |
| | Cancer Screenings Completed | |
| | Immunizations (Flu shots, Hepatitis A vaccines, etc.) | |
| | Communicable Diseases Screenings | |
| Individuals participating in Voluntary Family Planning | | |
| MedBank | # Persons received outreach and or educational services | 2500 |
| | # Unduplicated individuals enrolled in prescription assistance program | 1500 |
| | # Prescription applications completed and submitted | 4500 |
| | Cost Savings of Prescription Medication | |
| Park Place Outreach | Number of unduplicated persons receiving residential services | 20 |
| | Number of unduplicated persons who received financial management | 16 |
| | Number of unduplicated persons who participate in tutoring | 16 |
| | Number of unduplicated persons who show progress in academics | 10 |
| Savannah Parkinson Support Group | Number of preventive health and or exercise classes offered | 130 |
| | Number of unduplicated attendees for each session | 100 |
| | Number of unduplicated Chatham County residents enrolled and participate in at least 30 minutes of physical activity or exercise weekly | 80 |
| | Percentage (number) of individuals who demonstrate health progress | 80% (64) |

| | | |
|--|---|------------|
| | Number of Chatham County residents who received scholarship of \$10 | 20 |
| | Number of Chatham County residents who pay \$10 | 50 |
| Savannah Volunteer Dental Clinic | Number of unduplicated adults who receive preventive dental care | 80 |
| | Number of unduplicated simple dental procedures | 36 |
| | Number of unduplicated individuals referred for long-term dental treatment | 25 |
| Step Up Savannah Traditional CAP | Number of unduplicated persons who apply for CAP | 300 |
| | Number of individuals who successfully complete E3 training and one-one-one coaching | 200 |
| | Percentage of participants in the E3 CAP training program who receive financial education and coaching | 100% (200) |
| | Number of participants who successfully completed E3 training or one-on-one coaching AND obtained employment after completion | 160 |
| | Proof of exploration to provide training expanding field/profession of need. | 2 |
| | Number of individuals who receive at least \$13 per hour for employment | 150 |
| | Number of new employers | 2 |
| Union Mission | Number of unduplicated persons enrolled in program. | 45 |
| | Number of unduplicated persons screened for services with ISP. | 40 |
| | Number of unduplicated referrals for behavioral and mental health services | 34 |
| | Number of unique individuals utilizing mental health services | 28 |
| | Number of individuals who participate in counseling sessions | 50 |
| | Number of individuals who gained employment | 20 |
| | Number of unique individuals who gained benefits | 30 |
| | Number of unique individuals entered into stable housing | 22 |
| Number of unique individuals who offend, get booked at the county detention center | less than 8 | |

**SERVICE: HISTORIC
PRESERVATION**

**PROGRAMMATIC AGREEMENT
FOR VARIOUS HUD-FUNDED PROGRAMS
AMONG
THE CITY OF SAVANNAH AND
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER.
(HP-090925-002)**

WHEREAS, the City of Savannah (the City) administers several programs funded by the U.S. Department of Housing and Urban Development (HUD) including, but not limited to, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership Program (HOME), the Emergency Shelter Grant Program (ESG), and the Neighborhood Stabilization Program (NSP), for which HUD has delegated environmental review responsibilities to the recipient of HUD assistance in accordance with 24 CFR Part 58; and

WHEREAS, the administration of HUD funded programs has the potential to affect properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) and therefore require compliance with Section 106 of the National Historic Preservation Act (54 U.S.C. 306108) and its implementing regulations (36 CFR Part 800); and

WHEREAS, the Advisory Council on Historic Preservation (ACHP) has adopted a Policy Statement on Affordable Housing and Historic Preservation and Principles for Implementation (Policy Statement), which encourages a flexible approach to implementing affordable housing projects that affect historic properties; and

WHEREAS, the ACHP's Policy Statement are incorporated herein and will be taken into consideration by all parties when carrying out the stipulations of this Programmatic Agreement; and

WHEREAS, for the purpose of this agreement the City's HUD-assisted programs may encompass the following activities: housing rehabilitation and construction, commercial rehabilitation and construction, facade improvements, rehabilitation of homeless facilities, infrastructure and public facility repair and improvements including streets, drainage, sidewalks, parks, and neighborhood centers that may be located in a NRHP listed or eligible historic district; and

WHEREAS, in accordance with 36 CFR Section 800.13 the City and the Georgia State Historic Preservation Office (SHPO) have agreed to develop a Programmatic Agreement to expedite the necessary historic preservation review for HUD funded projects to meet the needs for safe, decent and affordable housing; and

WHEREAS, the City's Housing and Community Development Departments will be assigned to oversee and ensure the City's compliance with this Programmatic Agreement; and

WHEREAS, the City has consulted with the Metropolitan Planning Commission (MPC) Urban Planning and Historic Preservation Department in development of this PA, and will partner with the MPC for professional services to include a Preservation Professional to carry out the terms of this Agreement; and

WHEREAS, pursuant to 36 C.F.R. 800.14(b), the City has made a reasonable and good-faith effort to identify Indian Tribes that attach traditional religious and cultural significance to historic properties that may be affected by HUD-assisted program undertakings, including those Tribes that are now located at great distances from the undertaking's area of potential effect and found none; and

WHEREAS, pursuant to 36 C.P.R. 800.14(b), the City has consulted with the Advisory Council on Historic Preservation (ACHP) and submitted this Agreement for review, and the ACHP has declined to participate in this Agreement; and

WHEREAS, this Programmatic Agreement will cover HUD-assisted Program Activities carried out from January 1, 2016 through January 1, 2021, with option to renew through January 1, 2026.

NOW, THEREFORE, the City and the SHPO agree that the HUD funded programs shall be implemented in accordance with the following stipulations in order to take into account the effect of these undertakings on historic properties.

STIPULATIONS

The City will ensure that the following measures are carried out:

I. ADMINISTRATION OF THE PROGRAMMATIC AGREEMENT

- A. The City shall ensure that all historic preservation work performed pursuant to this Agreement by the MPC is performed by or under the direct supervision of a person or persons meeting at a minimum *The Secretary of the Interior's Professional Qualification Standards* (48 FR 44738-9) (hereafter, Preservation Professional) who has completed the ACHP's Section 106 training course for Historic Preservation and Archaeology, as appropriate.
- B. If a qualified Preservation Professional is not on staff or under contract with the City, then all Section 106 Reviews will be sent on a case-by-case basis to the SHPO in accordance with NHPA and ACHP regulations until a Preservation Professional has been hired.
- C. All activities that are carried out under this Programmatic Agreement that have the potential to impact historic properties that are listed or eligible for listing in the National Register of Historic Places or archaeological sites with unknown eligibility will be submitted to the Preservation Professional by the environmental review preparer. The request will include a detailed work description; drawings; photographs of impacted exterior and interior work areas including front, side and rear facades clearly showing typical windows and doors; and a location map.

II. LONG-RANGE IDENTIFICATION

- A. In areas that are most likely to be affected by programs covered under this agreement, the City will support efforts to survey districts, sites, buildings, structures and objects to ascertain if they meet the criteria for listing in the NRHP. Through the Certified Local Government Program, the City will coordinate any of its survey efforts with those of the SHPO's statewide survey program.
- B. Where possible, the City will concentrate any of its surveys in areas outside NRHP-listed Historic Districts, and will conduct these in accordance with the Georgia Survey Manual using the Georgia survey form issued by the SHPO. The City will conduct these surveys in a manner that meets *The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716), and in the order of their priority according to the schedule of proposed projects.

III. EXEMPT ACTIVITIES

The review of proposed HUD-funded projects is not required if the City determines that program activities are limited to one or more of those listed below because these activities present a limited potential to affect historic properties. Exemptions include:

- A. Properties less than fifty (50) years old; unless such properties are determined to have achieved exceptional significance or,
- B. Federally-funded community development activities limited solely to the following:
 - 1. General community development activities that will not involve the alteration of potentially historic properties including;
 - 2. Grants or loans to participants in any Economic Development program funded by CDBG which may be used for working capital, equipment, furniture, fixtures, and debt refinancing, or acquisition of non-historic buildings for reuse. Such activities shall

require Section 106 review only if such activities should involve changes to structures that are either listed in or are eligible for inclusion in the National Register;

3. Upgrading of infrastructure and public facility repair and improvements including streets, drainage, sidewalks, in existing right-of-way or utility corridors, and neighborhood centers, except where significant historical materials retain their integrity from the historic period and exhibit distinctive materials, methods of construction or elements of design that would contribute to the character of a NRHP-listed or eligible historic district or property;
4. Projects consisting of grants or loans to eligible families or entities to be applied solely to the purchase of residence or businesses;
5. Acquisition of property which is limited to the legal transfer of title with no physical improvements or changes proposed;
6. Demolition of non-contributing due to age or condition, non-attached secondary structures (garages, sheds, etc.);
7. Rehabilitation of housing units fifty (50) years of age or older will be exempt when the following activities occur:
 - a. Repair of foundations and structural elements in a manner that is compatible with the scale and historic character of the district and property. Underpinning and ventilation of crawlspaces is permitted and, whenever original brick piers remain in place, shall be accomplished by setting the underpinning material at least three (3) inches behind the outer face of piers;
 - b. In-kind rehabilitation of existing historic features. Cement-based material (i.e. Hardi-Plank siding or trim) may be an acceptable replacement material when more than fifty (50) percent of the historic siding is deteriorated beyond repair on non-street facing elevations, with consolidated historic siding materials being used on the primary façade;
 - c. Repainting of exterior surfaces provided that destructive surface preparation treatments, including sandblasting, are not used. Repainting will use colors consistent with other properties in the neighborhood. Vinyl paint products and similar products will not be permitted;
 - d. Rehabilitation of existing historic features will be considered and undertaken whenever possible, but if not economically feasible then repair and/or replacement of windows and doors with new materials which match the original in material composition, design, color, texture, scale, and proportion. Elimination of doors located in exterior walls on non-street facing elevations. Snap-in or between-the-glass grills will not be permitted;
 - e. Change in size or elimination of windows on secondary, non-street facing elevations;
 - f. Repair and/or replacement of deteriorated roof materials with similar materials;
 - g. Repair or re-framing of structural roof elements as required to improve the drainage and durability of the roof as long as the appearance of the roof lines on street facing elevations are not effected;
 - h. Repair, replacement, or installation of gutters and down spouts;
 - i. In-kind repair or re-pointing of chimneys, brick or other masonry features which are elements of the front elevation, elimination of non-character defining chimneys above the roof line if not visible from a public right-of-way. When repairs are made, the work shall follow the recommended approaches in *Preservation Brief #2: Repointing Mortar Joints in Historic Brick Buildings*;

- j. Weatherization or energy conservation activities which do not adversely affect the exterior appearance, especially the street facing elevations, including:
 - Attic, floor and wall insulation;
 - Caulking, weather-stripping, and other air infiltration control measures;
 - Storm windows or doors, and wooden screen doors which do not harm or obscure historic windows or trim;
 - Repair and weather-stripping of window and doors in a manner which does not harm or obscure historic windows or trim;
- k. Repair, replacement or installation of the following systems provided the proposed work does not have an adverse physical impact on historic interior or exterior materials and finishes.
 - Electrical supply, switch/outlets, and fixtures;
 - Plumbing supply, drainage, and fixtures;
 - HVAC Systems;
 - Smoke, CO, alarms, security lighting or other safety devices;
 - Electrical or mechanical ventilation systems;
- l. Kitchens, bathrooms, and utility room repairs and/or improvements that are not a component of floor-plan reconfiguration change
- m. Installation of door and/or window locks and/or electronic security apparatus;
- n. Alterations necessary to comply with the American Disabilities Act (ADA) or to improve handicap accessibility for current or anticipated residents of properties, which are carried out in accordance with *Preservation Brief #32: Making Historic Properties Accessible*.
- o. Replacement of existing utilities such as sewer, water, storm drains, electrical and gas.

IV. IDENTIFICATION OF HISTORIC PROPERTIES

If the Preservation Professional determines that the planned activities are not exempt activities as listed in Stipulation III above, then the following steps shall be taken within 30 days:

- A. When rehabilitation of a property is proposed on properties not previously evaluated for NRHP eligibility, the Preservation Professional shall determine and document the proposed project's area of potential effect (APE) taking into account direct and indirect effects and identify properties within the APE fifty (50) years old or older and evaluate their eligibility for listing in the NRHP. If the Preservation Professional determines that no NRHP-eligible or -listed properties are within the APE, the Preservation Professional shall submit this determination of No Historic Properties Affected and document it for inclusion in the Annual Report; and the City has no further obligations under this stipulation. Properties that are determined to be individually eligible for the NRHP or are contributing elements of a NRHP-listed or eligible historic district shall be subject to further review pursuant to this Agreement.
- B. The City shall maintain a file on the identification and NRHP evaluation of each subject property. The file shall include the following data used in the determination:
 - 1. Building photographs
 - 2. Context photographs
 - 3. Information indicating whether the property and/or district meet the criteria for NRHP inclusion
 - 4. Location map with APE outlined.
- C. If the Preservation Professional is not able to determine or needs assistance in determining a property's eligibility for the NRHP, the Preservation Professional shall forward the information listed above in Stipulation V.B. to the SHPO for a thirty (30) day review or, as necessary, obtain a formal determination of eligibility from the Keeper of the NRHP in accordance with 36 CFR Part 800.4(c)(2) and notify the SHPO accordingly.

V. TREATMENT OF HISTORIC PROPERTIES

Properties listed in the NRHP, or eligible for listing in the NRHP, shall be treated as follows:

A. Rehabilitation

1. The Preservation Professional shall review work write-ups or plans and specifications for all rehabilitation activities not listed as exempt in Stipulation IV above to ensure they are developed in accordance with the recommended approaches in The Secretary of the Interior's *Standards for the Treatment of Historic Properties (Standards)*, and the ACHP's Policy Statement and issue a letter noting the project as such. Prior to the initiation of rehabilitation activities, the City shall submit work write-ups or plans and specifications, which meet the Standards, to the Preservation Professional. The Preservation Professional will review this documentation for compliance with the Standards
2. If the Preservation Professional determines that the proposed project meets the Standards and that NRHP-eligible or -listed properties will not be adversely affected by the proposed project, the Preservation Professional shall submit a "No Adverse Effect to Historic Properties" letter to the City and document it as such for the Annual Report
3. Should the Preservation Professional recommend modifications to the work write-ups or plans and specifications, to ensure that the project meets the Standards; the City shall make the appropriate modifications and submit revised work write-ups or plans to the Preservation Professional. If the Preservation Professional determines that the proposed project does not meet the Standards and that NRHP-eligible or -listed properties will be adversely affected by the proposed project, the Preservation Professional shall submit an "Adverse Effect to Historic Properties" letter to the City and document it as such for the Annual Report. If the City determines that the Standards cannot be met for the project, the City shall consult with the SHPO under Resolution of Adverse Effect procedures outlined in Stipulation VIII.

B. New Construction

Whenever the City is planning to do new construction including, in-fill construction, or additions to existing buildings in a NRHP eligible or listed historic districts, the Preservation Professional shall:

1. Review the plans of proposed exterior materials to ensure that all work is compatible with the architecture of the historic district or adjacent historic buildings in terms of set-backs, size, scale, massing, design, color features, and materials; and is responsive to the recommended approaches for new construction set forth in the Standards and input received through any required public notification process.
2. If the Preservation Professional determines that the proposed project meets the Standards and that NRHP-eligible or -listed properties will not be adversely affected by the proposed project, the Preservation Professional shall submit a "No Adverse Effect to Historic Properties" letter to the City and document it as such for the Annual Report.
3. Review final plans and specifications and provide comment prior to the initiation of construction activities. If feasible the City shall consult with the Preservation Professional to develop a set of historically compatible model replacement house plans in advance of any planned reconstruction activities, which shall be shared with the public. If such standard replacement house plans are developed, they will be sent to the SHPO for review and comment.
4. If the City determines that the Standards cannot be met for the project, the City shall consult with the SHPO under Resolution of Adverse Effect procedures outlined in Stipulation VIII.

C. Site Improvements and Public Improvements

1. Site improvement (e.g. landscaping, fencing) or public improvement projects (e.g. parking, sidewalks) associated with new construction or rehabilitation projects or carried out using HUD funds shall adhere to the Standards and be designed to ensure that character defining elements of historic properties are preserved.
2. Final plans and specifications for site and public improvement projects will be submitted to the Preservation Professional for review and comments if such activities should involve changes to structures that are either listed in or are considered eligible for inclusion in the NRHP;
3. If the Preservation Professional determines that the proposed project meets the Standards and that NRHP-eligible or –listed properties will not be adversely affected by the proposed project, the Preservation Professional shall submit a “No Adverse Effect to Historic Properties” letter to the City and document it as such for the Annual Report.
4. Should the Preservation Professional recommend modifications to the work write-ups or plans and specifications, to ensure that the project meets the Standards; the City shall make the appropriate modifications and submit revised work write-ups or plans to the Preservation Professional. If the Preservation Professional determines that the proposed project does not meet the Standards and that NRHP-eligible or –listed properties will be adversely affected by the proposed project, the Preservation Professional shall submit an “Adverse Effect to Historic Properties” letter to the City and document it as such for the Annual Report.
5. If the City determines that the Standards cannot be met for the project, the City shall consult with the SHPO under Resolution of Adverse Effect procedures outlined in Stipulation VIII.

D. Lead-Based Paint Abatement

Lead-Based Paint Abatement and hazard reduction activities include the removal of lead-based paint and dust-lead hazards; the permanent enclosure or encapsulation of lead-based paint; the replacement of components or fixtures painted with lead-based paint; and the removal or permanent covering of soil-lead hazards, all preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures. Lead-Based Paint Abatement activities will comply with the guidelines listed in 24 CFR Part 35 and, where possible, *Preservation Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing* and HUD’s “Guidelines for the Evaluation & Control of Lead-based Paint Hazards in Housing.”

- E. The City shall take into account the comments and recommendations made by the Preservation Professional for both rehabilitation and new construction activities. If the Preservation Professional determines that the proposed project meets the Standards and that NRHP-eligible or –listed properties will not be adversely affected by the proposed project, the Preservation Professional shall submit a “No Adverse Effect to Historic Properties” letter to the City and document it as such for the Annual Report.
- F. If the Preservation Professional determines that a project meets the Criteria of Adverse Effect as defined at 36 CFR Part 800.9(b), the Preservation Professional shall submit an “Adverse Effect to Historic Properties” letter to the City and document it as such for the Annual Report. If the City determines that the Standards cannot be met for the project, the City shall consult with the SHPO under Resolution of Adverse Effect procedures outlined in Stipulation VIII.

VI. TREATMENT OF ARCHAEOLOGICAL SITES

When the City’s identification efforts in accordance with 36 CFR Part 800.4 indicate that archeological sites are likely to be discovered during implementation of an undertaking, the City shall notify the Preservation Professional when ground disturbing activities, to include excavation for footings and foundations; installation of utilities such as sewer, water, storm drains, electrical, gas, leach lines, and septic tanks, are proposed as part of an undertaking

- A. The City shall request the SHPO's opinion regarding the potential effect of such activities on archeological properties prior to initiation of project activities. If the SHPO can document that there is a high probability for the presence of significant archeological sites or cultural remains within the project area, the City shall contract SOI qualified archaeologists to conduct archeological surveys. The City shall forward the scope of work for the archeological survey to the SHPO for review and approval.
- B. If the City and the SHPO determine that there is the potential for archeological properties listed on or eligible for listing on the NRHP to be affected by the undertaking, the SHPO shall advise the City of the appropriate treatment for the archeological properties. If the City cannot avoid the archeological properties or preserve them in-situ, the City shall develop a data recovery plan that is consistent with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 CFR 44734-37) and take into account the Council's publication "Treatment of Archeological Properties," and subsequent revisions made by the Council and appropriate State guidelines. The City shall submit treatment plans to the SHPO for review and approval and shall ensure that the approved plan is implemented by qualified archaeologists.

VII. UNANTICIPATED DISCOVERIES

- A. If previously unidentified historic properties, including archaeological sites, are discovered during project construction, that portion of the project will stop until a revised Environmental Review demonstrating compliance with 36 CFR Part 800 has been completed by the City.
- B. If human remains are present within the area of potential effect, the City shall notify the police and initiate consultation as set forth at 36 CFR Part 800.5 (e) and Georgia Code OCGA 31-21-6.

VIII. RESOLUTION OF ADVERSE EFFECTS

- A. In the case of a project determined by the Preservation Professional to have adverse effects on historic properties, the City and the SHPO will consult on ways to avoid, reduce, or mitigate the adverse effects, and specified in a Memorandum of Agreement (MOA) in accordance with 36 CFR § 800.6(c) and filed with the ACHP upon execution. The City will provide SHPO with a record of mitigation measures for each project that adversely affects eligible historic properties. The City should also provide records of the mitigation to a local repository as designated in the MOA.
- B. If the City and the SHPO cannot come to an agreement, the City shall notify the ACHP and initiate consultation as outlined in Stipulation IX.

IX. DISPUTE RESOLUTION

Should any signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the City shall consult with such party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The City will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement, and provide them and the ACHP with a copy of such written response.

- C. The City's responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

X. PUBLIC PARTICIPATION

The City's Community Planning and Development Department will publicize and hold open meetings to discuss the effects of this agreement and HUD-funded programs when developing the Consolidated Housing and Community Development Plan. These meetings will be publicized in one or more of the following manners: insertion of an advertisement in a major local newspaper, placement of flyers in the neighborhood community center of the target area, letters delivered to neighbors of targeted properties, and letters to interested individuals and organizations inviting them to attend the public meeting. At a minimum, the public meetings will include a discussion of the HUD programs' overall effect on historic properties.

XI. REVIEW OF PUBLIC OBJECTIONS

The City will respond to any objector who submits a substantive objection related to and the implementation of this Agreement. In the event an objection is not resolved by the City, the City will notify SHPO of the unresolved issue.

XII. EMERGENCY DEMOLITION

When a federally-funded emergency demolition of a historic property is required to eliminate an imminent threat to the health and safety of residents as identified by the Director of Building Inspection with the approval of the City Manager, the City shall adhere to the following procedures:

- A. The City shall give the Preservation Professional and SHPO seven working days to respond, if conditions allow. In such cases, the City shall telephone the Environmental Review Historian at the SHPO and give warning of an emergency demolition review package on route to the SHPO for a seven-day review turn around. The following information shall be forwarded by the City to the Preservation Professional and SHPO for concurrent review:
 - 1. Identification of the historic property involved including current condition of the building and photographs detailing the current condition, nature of the emergency and Area of Potential Effect;
 - 2. Clear statement about the nature (structural condition, threat to adjacent properties, etc.) of the emergency;
 - 3. Evidence of the City's identification of the emergency status and the time frame allowed by local officials to respond to, or correct, the emergency situation.
 - 4. A USGS topography map.
- B. The SHPO will either concur or object within seven (7) working days. If the SHPO does not respond, the City may assume concurrence and proceed with demolition.
- C. Within seven (7) working days, the SHPO will notify the City of the effect determination reached (NAE, AE). The City will propose mitigation measures to the SHPO to be implemented prior to demolition (e.g. recordation, architectural salvage, etc.) and the SHPO will either concur with the proposed measures or propose an alternative measure. The Preservation Professional shall ensure that, to the extent feasible, all mitigation measures are implemented and appropriate documentation is kept on file at the City and forwarded to the SHPO within fourteen (14) days following the completion of demolition activities.
- D. If the SHPO objects to the emergency demolition, the City shall notify the ACHP and request its comments in accordance with 36 CFR Part 800.5 (e).

XIII. MONITORING AND REPORTING

- A. The SHPO may monitor any activities carried out pursuant to this Agreement if requested. The City will work with the SHPO should they request to monitor or to review project files or visit project sites.
- B. The City shall provide the SHPO with an annual report that summarizes activities carried out under the terms of this Agreement. Reports shall be submitted within 90 days of the end of the prior calendar year and include the following:
 1. List of projects reviewed and exempted from review, including proposed rehabilitation/development activities; location of the projects, either by address or neighborhood or on a map.
 2. Preservation activities;
 3. Information on any public objections and their status;
 4. Training completed by the staff, the Preservation Professional;
 5. Any change in staffing of the Preservation Professional;
 6. Whether any surveys were completed;
 7. Other activities undertaken pursuant to this Agreement.

XIV. RECORD RETENTION

The City shall retain records relating to activities covered by this Agreement for a period of three years

XV. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XVI. TERMINATION

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation XV, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

Once the Agreement is terminated, and prior to work continuing on the undertaking, the City must either (a) execute an Agreement pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The City shall notify the signatories as to the course of action it will pursue.

Execution of this Agreement by the City and SHPO and implementation of its terms evidence that the City has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

XVII. RENEWAL

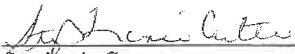
The City may request that the Agreement be extended for an additional 5 year period to January 2026 prior to its termination in January 2021. If all signatories agree to the City's request, an amendment shall be executed which extends the effective date of the Programmatic Agreement to January 2026.

XVIII. FAILURE TO COMPLY WITH THIS AGREEMENT

In the event that the City does not carry out the terms of this Agreement, the City shall comply with 36 CFR Section 800.3 through 800.6 with regard to each individual, federally assisted undertaking.

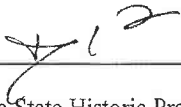
Execution and implementation of the Programmatic Agreement evidences that the City has taken into account the effects on historic properties for all individual undertakings it completes through the programs listed in paragraph one (1) of this Agreement.

SIGNATORIES



Stephanie Cutter
City Manager, City of Savannah

3/25/16
Date



Dr. David Crass
Deputy SHPO, Georgia State Historic Preservation Office

15 MAR 16
Date

APPENDIX

Advisory Council on Historic Preservation (ACHP) Policy Statement on Affordable Housing and Historic Preservation

Historic buildings provide affordable housing to many American families. Affordable housing rehabilitation can contribute to the ongoing vitality of historic neighborhoods as well as of the businesses and institutions that serve them. Rehabilitation can be an important historic preservation strategy. Federal agencies that help America meet its need for safe, decent, and affordable housing, most notably the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Agriculture's (USDA's) Rural Development agency, often work with or near historic properties.

The ACHP considers affordable housing for the purposes of this policy to be Federally-subsidized, single- and multi-family housing for individuals and families that make less than 80% of the area median income. It includes, but is not limited to, Federal assistance for new construction, rehabilitation, mortgage insurance, and loan guarantees.

National policy encompasses both preserving historic resources and providing affordable housing. The National Historic Preservation Act (NHPA) of 1966, as amended, directs the Federal government to foster conditions under which modern society and prehistoric and historic resources can exist in productive harmony and "fulfill the social, economic, and other requirements of present and future generations." Similarly, affordable housing legislation like the Cranston-Gonzalez Act of 1990, which aims to "expand the supply of decent, safe, sanitary, and affordable housing," anticipates historic preservation as a tool for meeting its goals. Actively seeking ways to reconcile historic preservation goals with the special economic and social needs associated with affordable housing is critical in addressing one of the nation's most pressing challenges.

Providing affordable housing is a growing national need that continues to challenge housing providers and preservationists.

In issuing this policy statement, the ACHP, consistent with Section 202 of the NHPA, offers a flexible approach for affordable housing projects involving historic properties. Section 106 of the National Historic Preservation Act (Section 106) requires Federal agencies to take into account the effects of their actions on historic properties and afford the ACHP a reasonable opportunity to comment. This policy provides a framework for meeting these requirements for affordable housing.

Federal tax incentives provide opportunities for historic preservation and affordable housing to work together, including the Low-Income Housing Tax Credit and the Historic Rehabilitation Tax Credit. Projects taking advantage of the Historic Rehabilitation Tax Credit must be reviewed by the National Park Service (NPS) for adherence to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Secretary's Standards) in a separate and distinct process. Review of these projects is more comprehensive than Section 106 review and necessitates early coordination with NPS and the State Historic Preservation Officer (SHPO) since work must adhere to the Secretary's Standards to obtain the tax credit. Nonetheless, coordination with Section 106 consultation and these reviews frequently occurs.

In an effort to better focus Section 106 reviews for affordable housing, the ACHP encourages Federal and State agencies, SHPOs, Tribal Historic Preservation Officers (THPOs), local governments, housing providers, and other consulting parties to use the following principles in Section 106 consultation.

Implementation Principles

I. Rehabilitating historic properties to provide affordable housing is a sound historic preservation strategy.

II. Federal agencies and State and local government entities assuming HUD's environmental review requirements are responsible for ensuring compliance with Section 106.

III. Review of effects in historic districts should focus on exterior features.

IV. Consultation should consider the overall preservation goals of the community.

V. Plans and specifications should adhere to the Secretary's Standards when possible and practical.

VI. Section 106 consultation should emphasize consensus building.

VII. The ACHP encourages streamlining the Section 106 process to respond to local conditions.

VIII. The need for archeological investigations should be avoided.

I. Rehabilitating historic properties to provide affordable housing is a sound historic preservation strategy. Continued investment in historic buildings through rehabilitation and repair for affordable housing purposes and stabilization of historic districts through the construction of infill housing should be recognized as contributing to the broad historic preservation goals of neighborhood revitalization and retention.

II. Federal agencies and State and local government entities assuming HUD's environmental review requirements are responsible for ensuring compliance with Section 106. Federal agencies, notably USDA Rural Development and HUD, provide important funding for affordable housing. These Federal agencies, and funding recipients assuming HUD's environmental review requirements, must comply with Section 106. SHPOs, THPOs, and local historic preservation commissions provide expert opinions and advice during consultation. Consultation should be concluded and outcomes recorded prior to the expenditure of funds.

III. Review of effects in historic districts should focus on exterior features. Section 106 review of effects focuses on the characteristics that qualify a property for listing in the National Register of Historic Places. The significance of historic districts is typically associated with exterior features. Accordingly, unless a building is listed or considered eligible for listing in the National Register as an individual property or specific interior elements contribute to maintaining a district's character, review under Section 106 should focus on proposed changes to the exterior. In all cases, identifying the features that qualify a property for inclusion in the National Register defines the scope of Section 106 review.

IV. Consultation should consider the overall preservation goals of the community.

When assessing, and negotiating the resolution of, the effects of affordable housing projects on historic properties, consultation should focus not simply on individual buildings but on the historic preservation goals of the broader neighborhood or community. If the affected historic property is a historic district, the agency official should assess effects on the historic district as a whole. Proposals to demolish historic properties for new replacement housing should be based on background documentation that addresses the broader context of the historic district and evaluates the economic and structural feasibility of rehabilitation that advances affordable housing.

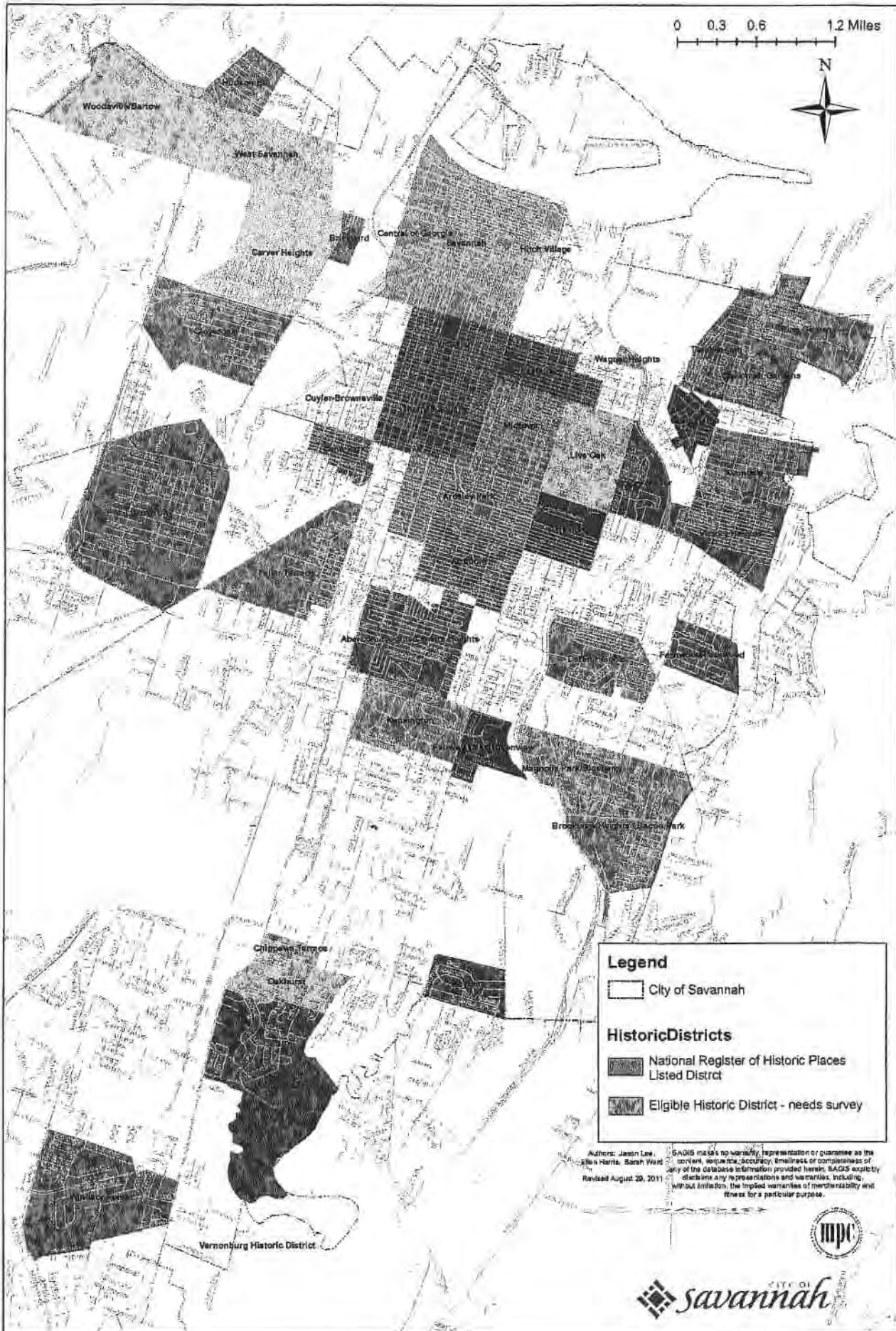
V. Plans and specifications should adhere to the Secretary's Standards when possible and practical. The Secretary's Standards outline a consistent national approach to the treatment of historic properties that can be applied flexibly in a way that relates to local character and needs. Plans and specifications for rehabilitation, new construction, and abatement of hazardous conditions in affordable housing projects associated with historic properties should adhere to the recommended approaches in the Secretary's Standards when possible and practical. Projects taking advantage of the Historic Rehabilitation Tax Credit must be reviewed by the National Park Service for adherence to the Secretary's Standards in a separate and distinct process that benefits from early coordination. The ACHP recognizes that there are instances when the Secretary's Standards cannot be followed and that Section 106 allows for the negotiation of other outcomes.

VI. Section 106 consultation should emphasize consensus building. Section 106 review strives to build consensus with affected communities in all phases of the process. Consultation with affected communities should be on a scale appropriate to that of the undertaking. Various stakeholders, including community members and neighborhood residents, should be included in the Section 106 review process as consulting parties so that the full range of issues can be addressed in developing a balance between historic preservation and affordable housing goals.

VII. The ACHP encourages streamlining the Section 106 process to respond to local conditions. The ACHP encourages participants to seek innovative and practical ways to streamline the Section 106 process that respond to unique local conditions related to the delivery of affordable housing. Programmatic Agreements often delegate the Section 106 review role of the SHPO to local governments, particularly where local preservation ordinances exist and/or where qualified preservation professionals are employed to improve the efficiency of historic preservation reviews. Such agreements may also target the Section 106 review process to local circumstances that warrant the creation of exempt categories for routine activities, the adoption of "treatment and design protocols" for rehabilitation and new infill construction, and the development of design guidelines tailored to a specific historic district and/or neighborhood.

VIII. The need for archeological investigations should be avoided. Archeological investigations should be avoided for affordable housing projects limited to rehabilitation and requiring minimal ground disturbance.

Savannah National Register of Historic Places LISTED AND ELIGIBLE HISTORIC DISTRICTS



[MPC Letterhead]

Date

Senior Program Analyst
City of Savannah Housing Department
10 East Bay Street
Savannah, Georgia 31401

RE: Statement of Section 106 Certification, File No. NEPA [reference number]

This letter is in response to the request for Section 106 compliance review under the Community Development Block Grant Programmatic Agreement (PA) between the City of Savannah and Georgia State Historic Preservation Office (SHPO).

The agreement authorizes the Chatham County-Savannah Metropolitan Planning Commission, Preservation Professional to expedite the required historic preservation review for certain programs funded by the U.S. Department of Housing and Urban Development (HUD) including the CDBG, HOME, ESG, LBP and SPG projects on behalf of the SHPO.

Based on the information available and for the purposes of Section 106 review, the following property is less than 50 years old and is not eligible for listing in the NRHP individually or as part of an historic district. As such, these properties are exempt and no further review is required.

| <u>Address</u> | <u>Year Built</u> | <u>District</u> | <u>Scope of Work</u> |
|--------------------|-------------------|-----------------------------------|----------------------|
| [Property Address] | [Year] | [Local District or HRHP Eligible] | [Work Description] |

Based on the information available and for the purposes of Section 106 review, the following properties are over 50 years of age and/or are listed in or are eligible for listing in the NRHP individually or as part of a historic district.

| <u>Address</u> | <u>Year Built</u> | <u>District</u> | <u>Scope of Work</u> |
|--------------------|-------------------|-----------------------------------|----------------------|
| [Property Address] | [Year] | [Local District or HRHP Eligible] | [Work Description] |

In-kind replacement is an exempt activity under the PA and no further review is required for the purposes of Section 106 review.

Work visible from the public right-of-way in local historic districts requires review and approval of a Certificate of Appropriateness; [historic district name] is a local historic district. This is in order to ensure that the proposed work is visually compatible to the buildings to which it is visually related.

A Certificate of Appropriateness application and submittal checklist is attached. An application is needed for [property address]. Please submit to our office for review prior to beginning construction.

[Signature of MPC Preservation Professional]

[Title of MPC Preservation Professional]

SERVICE: HOUSING

**THIRD AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATION AGREEMENT ESTABLISHING
THE CHATHAM COUNTY/CITY OF SAVANNAH LAND BANK AUTHORITY, INC.**

**THIS THIRD AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING THE CHATHAM COUNTY/CITY OF SAVANNAH LAND BANK AUTHORITY, INC.**

(the "Agreement") is made as of this 22nd day of MAY 2020, by and between the **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized under the laws of the State of Georgia (hereinafter the "City"), and **CHATHAM COUNTY**, a body politic and political subdivision created under the laws of the State of Georgia, (hereinafter the "County"), acting by and through their duly authorized officials, hereinafter referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, pursuant to Section 48-4-61 of the Official Code of Georgia Annotated, the Chatham County/City of Savannah Land Bank Authority, Inc. (the "Land Bank", a separate legal entity and public body corporate, was created on July 24, 1993, through an Interlocal Cooperation Agreement, (the "Original Agreement") between Chatham County and the City of Savannah; and

WHEREAS, the City and County now desire to amend and restate the Original Agreement and subsequent amendments thereto to address recent amendments to the Georgia Land Bank Act, (the "Land Bank Act") O.C.G.A. § 48-4-100, et. seq., as well as to reflect other desired changes; and

WHEREAS, on December 5, 2012, in accordance with Section 48-4-104 (j) of the Land Bank Act, the Board of Directors of the Land Bank unanimously resolved to continue the Land Bank's existence in accordance with the provisions of the Land Bank Act and to exercise the additional powers and authorities contained in the Act, and the City's Director of Housing was appointed as the fifth director to the Board of the Chatham County/City of Savannah Land Bank Authority, Inc.; and

WHEREAS, on December 13, 2012, by resolution, the Mayor and Aldermen of the City of Savannah unanimously authorized the Land Bank to organize and operate under the provisions of the Land Bank Act and approved the City's Housing Director as the fifth member of the Board; and

WHEREAS, the County and the City find that the exercise of such additional authorities and powers by the Land Bank Act requires an amendment to and replacement of the Interlocal Cooperation Agreement between Chatham County and the City of Savannah; and

WHEREAS, the purpose of this amendment is to empower the Authority to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act; and

NOW THEREFORE, the Parties agree to the following terms:

ARTICLE I
DEFINITIONS

The following terms used in this Agreement the following terms shall have the meanings provided in this Article:

Section 1.01. "Agreement" means this Intergovernmental Agreement between the Parties and any amendments authorizing the Land Bank to operate in accordance with the Land Bank Act.

Section 1.02. "Area Median Income" (AMI) means the annual calculation of the United States Department of Housing and Urban Development (HUD) has provided.

Section 1.03. "Assets" means everything which can be made available for the payment of the Authority's debts; for the purpose of this Agreement, assets shall include any monetary contributions made by each Party, all personal and real property owned by the Authority, and all property sales proceeds that have been distributed to the account of the Authority.

Section 1.04. "Board of Directors" or "Board" means the Board of Directors of the Land Bank.

Section 1.05. "Costs" means any authorized expenditure more specifically described in Section 8.02.

Section 1.06. "Effective Date" means the date upon which this Amended Agreement is executed.

Section 1.07 "Expenditure" means any authorized expenditure more specifically described in Section 8.04.

Section 1.08. "Fiscal Year" means the fiscal year of the Land Bank, which shall begin annual on January 1st and end on December 31st of the same year.

Section 1.09. "Good Title" means a title that shows absolute right of possession of property and that is marketable and insurable.

Section 1.10. "Land Bank Act" means Section 48-4-100 et seq. of the Official Code of Georgia Annotated as it exists on the Effective Date, as it may be hereafter amended or replaced, subject to all provisions of Section 10.11 of this Agreement.

Section 1.11. "Land Bank" means the public body corporate and politic which shall continue to exist pursuant to and in accordance with the provisions of this Agreement.

Section 1.12. "Low Income" means the County and City definitions approved by the Board during its first meeting each year.

Section 1.13. "Moderate Income" means the County and City definitions approved by the Board during its first meeting of each year.

Section 1.14. "Party or Parties" means either individually or collectively, as applicable, Chatham County or City of Savannah as each is a signatory to this Agreement, and any other city, county, or consolidated government that becomes a Party to this Agreement after the Effective Date.

Section 1.15. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or any other legal entity recognized by the laws of the State of Georgia.

Section 1.16. "Personal Property" means everything that is the subject of ownership by the Authority, not coming under the denomination of real property; personal property shall include, but not be limited to, office equipment, mobile homes, and other property of a personal and movable nature.

Section 1.17. "Property" means buildings, dwellings, land, and whatever is erected or growing upon or affixed thereto; the term is used in this Agreement synonymously with real property.

Section 1.18 "Quorum" means a simple majority of the Board Members then in office.

Section 1.19. "School District Advisor" means any non-voting representative to the Board appointed by the Board of Education of a school district for the purposes of deliberation and providing or declining the required consent of a school district regarding the extinguishment of school district taxes on property held by the Land Bank in accordance with Section 6.02 of this Agreement and the Land Bank Act.

Section 1.20. "Special Assessment" means fees assessed against and levied upon property by the City for sanitary purposes; the clearance of weeds or vegetative overgrowth; the removal and disposal of solid wastes; curb, street road and sidewalk construction and maintenance, and the vacating and closing and demolition of buildings.

Section 1.21. "State" means the State of Georgia.

Section 1.22. "Suitability of Use" means the determination made by the Authority on the appropriate use of each property that it administers; said determination shall be based upon factors such as existing zoning, lot configuration as it relates to development regulations of the

appropriate jurisdiction, access to transportation, utility, and water/sewer facilities, surrounding land uses and the intensity of those uses, and other accepted planning and development principles.

Section 1.23. "Tax Delinquent" means real property on which taxes are due and unpaid at the time appointed by the Chatham County Tax Commissioner. For the purposes of this Agreement, a property shall be considered tax delinquent if taxes remain unpaid as of January 1st of the year following the last outstanding tax bill.

ARTICLE II **PURPOSE**

Section 2.01. Purpose. The purpose of this Agreement is to reestablish and further empower the Land Bank to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act.

Section 2.02. Programs and Functions. The Land Bank shall endeavor to carry out the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act consistent with this Agreement, including but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests of real property, and to do all other things necessary or convenient to implement the purposes, objectives and provisions of the Land Bank Act and the purposes, objectives, and powers delegated to a land bank under other laws and executive orders.

ARTICLE III **CREATION OF LAND BANK**

Section 3.01. Creation and Legal Status of Land Bank. The Land Bank was established as a separate legal entity and public body corporate pursuant to the Interlocal Cooperation Agreement between Chatham County and the Mayor and Aldermen of the City of Savannah on July 24, 1993, operating and being governed by the provisions of O.C.G.A. § 48-4-60, et seq.

Section 3.02. By-Laws, Policies, and Procedures. The Board shall adopt by-laws consistent with the provisions of this Agreement and the Land Bank Act. The Board shall also adopt policies and procedures consistent with the provisions of this Agreement and the Land Bank Act.

Section 3.03. Principal Office. The principal office of the Land Bank shall be at a location within the geographical boundaries of Chatham County, as determined by the Board.

Section 3.04. Title to Land Bank Assets. Except as otherwise provided in this Agreement, the Land Bank shall have title to all of its Property and the Parties shall not have ownership interest in Property owned by the Land Bank.

Section 3.05. Tax Exempt Status. The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in Section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Parties also intend the activities of the Land Bank to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Georgia law from taxation by this state, including but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.

Section 3.06. Waiver of Special Assessments. Upon request of the Land Bank, and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish special assessments levied by the Party prior to the date of acquisition by the Land Bank against Property owned by the Land Bank, or may exempt Property owned by the Land Bank from the imposition of special assessments.

Section 3.07. Compliance with Law. The Land Bank shall comply with all federal and state laws, rules, regulations, and orders applicable to Land Banks.

Section 3.08. Relationship of the Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts, employees and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. The Land Bank shall not obligate any party nor shall any obligation of the Land Bank constitute an obligation of any Party.

Section 3.09. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to any Parties rights under this Agreement, or any other right or benefit.

Section 3.10. Additional Parties to Agreement. At any time subsequent to the Effective Date, in accordance with the Land Bank Act, an additional city located in whole or in part within Chatham County, or a consolidated government, or an additional county and at least one city located in that additional county may become a Party to this Agreement by completing the following requirements:

- (a) Unanimous approval of the Board as it exists before the addition of the applicable city, county or consolidated government; and
- (b) Adoption of a local law, ordinance, or resolution as appropriate to the applicable city, county or consolidated government; and

- (c) Execution by an authorized representative of the applicable city, county or consolidated government of the signature page hereto attached as Appendix I.

ARTICLE IV
BOARD, EXECUTIVE DIRECTOR AND STAFF

Section 4.01. Board Composition. The Land Bank shall continue to be governed by the current Board of Directors. The affairs and activities of the Land Bank shall be managed and controlled and its powers exercised by the members of the Board. The Board shall contain five (5) Directors. The City and County by unanimous vote may change the number of Directors. The members of the Board shall be appointed as follows:

- (a) Two (2) Directors appointed by the Mayor and Aldermen of the City of Savannah;
- (b) Two (2) Directors appointed by the Chatham County Board of Commissioners; and
- (c) One (1) Director appointed by the four other Directors (the "Fifth Director").

Each member shall serve at the pleasure of the appointing Party and shall serve without compensation.

Section 4.02. Advisory Members. In addition to the Directors, advisory members (hereinafter "Advisory Members") shall be appointed as follows:

- (a) One (1) member appointed by the School Board;
- (b) One (1) member appointed by the Housing Authority of Savannah;
- (c) One (1) member appointed by the Chatham County Tax Commissioner;
- (d) One (1) member appointed by The Coastal Empire Habitat for Humanity, Inc.; and
- (e) One (1) member appointed by the Chatham Savannah Authority for the Homeless.

The advisory members shall serve in an advisory capacity and shall also serve as the liaison between the Board, the School Board and their respective organizations. The Advisory Members shall not have any voting power nor shall their presence be considered in determining whether a quorum is present.

Section 4.03. Term of Office. Except for the Fifth Director, the Directors shall serve at the pleasure of the respective appointing Party for a term of four (4) years. The first Board's term shall commence on the day of the first Board Meeting after appointment and expire four (4) years after that date, provided that each Director shall continue to serve thereafter until a successor Director is appointed. The Fifth Director shall serve at the pleasure of the other four (4) Directors and shall serve without compensation. The Fifth Director's term shall commence on the day of his/her first Board meeting and expire four (4) years after that date, provided that the Fifth Director shall continue to serve thereafter until a successor Fifth Director is appointed for a four year term. Each Board Member may serve an unlimited number of terms.

Section 4.04. Removal. Board Members serve at the pleasure of their appointing Party and may be removed by the appointing Party at any time with or without cause, or may be removed pursuant to any other provision of Georgia law.

Section 4.05. Vacancies. If a vacancy should occur during the term of any member, a successor shall be appointed by the respective Party to serve for the unexpired portion of the term. In the event state law is amended to provide for different terms or composition of the Board, the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with state law. Such vacancy shall be filled as soon as practicable.

Section 4.06. Participation by School District. Each school district containing within its geographical boundaries Property owned by the Land Bank shall be given advance notice of each Board meeting and may designate a School District Advisor to the Board.

Section 4.07. Meetings. The Board shall conduct its first meeting no later than thirty (30) calendar days after execution of this Agreement. The Board shall meet at least annually and hold such other meetings at the place, date and time as the Board shall determine. The frequency and scheduling to be determined in the discretion of the Board pursuant to the following minimum guidelines:

- (a) The Board shall meet a minimum of six (6) times per year.
- (b) Directors and Advisory Members shall receive notice of the time and place of any meeting, regular or special, and shall be served either personally upon each director or communicated electronically or physically to his or her address, as it appears on the records, at a minimum of ten (10) days prior to each Board Meeting, with the exception of special or called meetings, which may be held within 24 hours.
- (c) Any Director or Advisory Member may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where such Director attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

All meetings shall comply with the provisions of Sections 50-14-1 et seq. of the Official Code of Georgia Annotated, including but not limited to, the provisions requiring public notice of the time, place and date of the meetings.

Section 4.08. Records of Meetings. The Board shall retain a written record of each meeting. Meeting summaries and minutes shall be kept in accordance with Sections 50-14-1 et seq. and Sections 50-18-70 et seq. of the Official Code of Georgia Annotated.

Section 4.09. Quorum and Voting. Presence for both quorum and voting at a Board Meeting includes only those members of the Board who are present in person at the meeting. A Board Member shall be prohibited from voting by proxy. A Board Member may request a recorded vote on any resolution or action of the Land Bank. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided however that no action of the Board shall be authorized on the following matters unless approved by a majority of the entire Board membership:

- (a) Adoption of by-laws and other rules and regulations for conduct of the Land Bank's business;
- (b) Hiring or firing of any employee or contractor of the Land Bank. This function, may by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify;
- (c) The incurring of debt, with the exception of grants and repayable loans received from the City of Savannah Housing and Neighborhood Services Department;
- (d) Adoption or amendment of the annual budget;
- (e) Sale, lease, encumbrance, or alienation of real property, improvements, or personal property with a value of more than \$50,000; and
- (f) Discharge and extinguishment of liens or claims for real property taxes owed to one or more of the Parties on Real Property acquired by the Land Bank.

Section 4.10. Board Responsibilities. The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Agreement and the Land Bank Act, including but not limited to, the powers set forth in Sections 48-4-60 and 48-4-112 of the Land bank Act.

Section 4.11. Fiduciary Duty. The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 4.12. Compensation. The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by Georgia law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

Section 4.13. Director. The Land Bank may employ a director, its own counsel and legal staff, and such technical experts, other agents, and employees, permanent or temporary, as it may require and may determine the qualifications and fix the compensation and benefits of those persons. The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies, and this Agreement. The executive director shall be responsible for the day-to-day operations, the control, management, and oversight of the Land Bank and its functions, and supervision of all Land Bank employees. The Board may delegate to the executive director any powers or duties it considers proper, under such terms, conditions and the extent that the Board may specify.

Section 4.14. Employees; Compensation. The Land Bank may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to contracts with the Parties or other public or private entities. The staff members shall be compensated and shall receive all benefits through the County or City employer and shall not be included in any budget or compensated through any action of the Board or Authority, unless agreed upon by the Board.

Section 4.15. Expertise of Land Bank Staff. The staff of the Land Bank shall be persons who have demonstrated special interest, experience or education in urban planning, community development, real estate, law, finance or related areas.

Section 4.16. Contribution of Chatham County/City of Savannah Personnel. County and City personnel will be used for the purpose of assisting the Board in the execution of its duties and responsibilities in such manner as is agreed upon by the Board. Unless otherwise agreed upon the Board:

- (a) The Chatham County Tax Commissioner shall process tax delinquent properties located in either the County or the City and bring these properties to a tax sale, as soon as practical but not to exceed 180 days, following the written request of the Authority.
- (b) The City Manager's Office shall be responsible of the general administration of the Authority; general administration shall include monitoring of telephone inquiries, correspondence, and/or mail, distribution of said information to appropriate County and/or City personnel for processing.
- (c) County and/or City staff shall provide support services in the identification of properties for the delinquent tax sale, the delinquent tax sale process, joint foreclosure of redemption rights, maintenance of properties (if required), preparation for Authority sale, closing on Authority properties and post-sale follow-up and monitoring.

Section 4.17. Ethics. The Board shall adopt ethics policies governing the conduct of the Board members, officers, appointees, employees and independent contractors. The policies shall be no less stringent than those provided for public officers and employees under Section 45-10-1 et seq. of the Official Code of Georgia Annotated, or corresponding provisions of future State code of ethics.

Section 4.18. Conflicts of Interest. Members of the Board and officers, appointees, employees and independent contractors of the Land Bank shall be deemed to be public officials for the purposes of Section 45-10-20 et seq. of the Official Code of Georgia Annotated, or corresponding provisions of future State conflicts of interest law, and are subject to any other applicable law with respect to conflicts of interest. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the members' interest to the Board before the Board takes any action on the matter.

ARTICLE V

GENERAL POWERS OF THE LAND BANK

Section 5.01. General Powers Under Land Bank Act. The Land Bank may exercise all of the powers, duties, functions and responsibilities of a land bank under the Land Bank Act to the extent authorized by the Land Bank Act and any other Georgia law. The Land Bank may do all things necessary or convenient to achieve the objectives and purposes of the Land Bank Act or other laws that relate to the purposes and responsibilities of the Land Bank.

Section 5.02. Tax Limitation. The Land Bank shall not levy any type of tax or special assessment.

Section 5.03. Eminent Domain Prohibited. The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 5.04. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

Section 5.05. No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall it be construed, as a waiver by the Parties of any governmental immunity provided under any applicable law.

Section 5.06. Non-Discrimination. The Land Bank shall comply with all applicable law prohibiting discrimination.

- (a) The Land Bank shall not provide services in a manner that discriminates against an individual because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.
- (b) The Land Bank shall not fail or refuse to hire, recruit, promote, demote, discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term of condition or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

ARTICLE VI
SPECIFIC POWERS OF THE LAND BANK

Section 6.01. Acquisition of Real Property. Except as otherwise provided in this Agreement or under the Land Bank Act, the Land Bank may acquire, by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, Real Property or personal property, or rights or interests in Real Property or personal property, on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank. The Land Bank may purchase Real Property by purchase contract, lease purchase contract or otherwise. The Land Bank may acquire Real Property or rights or interests in Real Property for any purpose the Land Bank considers necessary to carry out the purposes of the Land Bank Act.

Section 6.02. Tax Delinquent Real Property. Subject to the notice provided to school districts pursuant to Section 18-4-112(a) of the Land Bank Act, and by resolution of the Board subject to Section 4.09 of this Agreement, the Land Bank may discharge and extinguish Real Property tax liens and claims owed to the Parties that encumber Real Property owned by the Land Bank. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Land Bank Act or such other general special or local laws as may be applicable to the property tax enforcement procedures of the City of Savannah and Chatham County.

Section 6.03. Quiet Title Actions. The Land Bank may initiate a quiet title action to obtain good title to interests in Land Bank Real Property.

Section 6.04. Execution of Legal Documents. All deeds, mortgages, contracts, leases, purchases or other contracts regarding Real Property of the Land Bank, including contracts to acquire and dispose of Real Property, shall be approved by the Board, or a Land Bank staff member designated by the Board, and executed in the name of the Land Bank.

Section 6.05. Holding and Managing Real Property. The Land Bank may hold and own in its name any Real Property acquired by the Land Bank or conveyed to the Land Bank by the State,

Party to this Agreement, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including but not limited to, Real Property with or without clear title. The Land Bank may, without approval of a local unit of government in which Real Property held by the Land Bank is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the Real Property it holds or owns. The Land Bank shall maintain all Real Property held by the Land Bank in its name in accordance with applicable laws and codes. Real Property held by the Land Bank shall be inventoried and appraised and classified by the Land Bank according to the title status of the Real Property and suitability of use. Estimates of value established by the Board of Assessors shall be deemed suitable for use. The inventory shall be maintained as a public record and shall be filed in the principal office of the Land Bank. The Land Bank may take or perform actions with respect to Real Property held or owned by the Land Bank, including, but not limited to, the following:

- (a) Grant or acquire a license, easement, or option with respect to Real Property as the Land Bank determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act;
- (b) Fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property or services provided by the Land Bank;
- (c) Pay any tax or special assessment due on Real Property acquired or owned by the Land Bank;
- (d) Take any action, provide any notice, or institute any proceeding required to clear or quiet title to Real Property held by the Land Bank in order to establish ownership and vest title to Real Property in the Land Bank; and
- (e) Remediate environmental contamination on any Real Property held by the Land Bank;

Section 6.06. Civil Action to Protect Land Bank Property. The Land Bank may institute a civil action to prevent, restrain, enjoin waste or unlawful removal of any Real Property held by the Land Bank.

Section 6.07. Development of Properties Conveyed By the Land Bank.

- (a) Creation of Development Regulations.

The Land Bank may create and revise regulations for development of property based on the property's condition, zoning status, location, and dimensions, consistent with applicable law and code of the jurisdiction where the property is located.

(b) Time Limits for Development.

To protect against long-term speculation by grantees of Land Bank Property, any conveyance of property by the Land Bank for development may contain a condition of automatic reversion of title to the Land Bank. For those properties that meet minimum development requirements, all titles of property conveyed from the Land Bank to any individual or entity may contain language to the effect title will revert to the Land Bank in the event that construction or rehabilitation of the property has not commenced and been completed within a defined time-period agreed upon and approved by the Board. In the event that construction has not commenced within the defined time-period established and approved by the Board after conveyance of the property from the Land Bank, the Land Bank may take any necessary action to establish the forfeiture of the property so conveyed.

- (c) The Land Bank, in its discretion, may upon a majority vote of the Board grant in writing extensions or exceptions to this right of reversion. The criteria for the granting of any extension of an additional year or exceptions to right of reversion shall be delineated by the Board and applied on a case-by-case basis by the Land Bank and may be exercised at any time prior to or following the expiration date of the one (1) year period. In the event the grantee elects to sell the property within one (1) year or any one (1) year extension due to their inability to develop the proposed project, the Land Bank must approve such sale.
- (d) Upon fifteen (15) days written notice by the grantee, the Land bank shall issue confirmation of the grantee's compliance with these development criteria in recordable form so as to confirm extinguishment of this reversion in cases of compliance.

Section 6.08. Environmental Contamination. If the Land Bank has good reason to believe that Real Property held by the Land Bank may be the site of environmental contamination, the Land Bank shall provide the Environmental Protection Division of the Georgia Department of Resources with any information in the possession of the Land Bank that suggest that the Real Property may be the site of environmental contamination. The Land Bank shall cooperate with the Georgia Department of Natural Resources with regard to any request made or action taken by the Department of Natural Resources.

Section 6.09. Criteria for Conveyance. The Land Bank property shall be conveyed in accordance with the Land Bank Act and according to criteria determined in the discretion of the Board. The Board may adopt policies and procedures that set forth the priorities for a transferee's use of Real Property conveyed by the Land Bank, including but not limited to, affordable housing. Except where limited by the terms of its acquisition, the Land Bank may, at its discretion, give priority to grantees of Land Bank properties including, but not limited to, the following:

- (a) Non-profit or governmental entities seeking to obtain the land for neighborhood revitalization, affordable housing, economic development or conservation purposes.
- (b) For-profit entities seeking to obtain the land for neighborhood revitalization, affordable housing, economic development or conservation purposes.
- (c) Individuals and other entities seeking to obtain the land for neighborhood revitalization, affordable housing, economic development or conservation purposes.
- (d) Entities which would effectively use the property in a manner to promote commercial ventures, especially those that would create new jobs.
- (e) Such other uses and in such hierarchical order as determined by the Board of Directors of the Land Bank.
- (f) These priorities shall not preclude the Land Bank from assembling tracts or parcels of property for community improvement or other public purposes.

Section 6.10. Structures of Conveyances. Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants, and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of Real Property.

Section 6.11. Disposition of Proceeds. Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Bank Act.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. Land Bank Records. The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. Records of the Land Bank, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement, along with any amendments to the Agreement. The records and documents shall be maintained until termination of this Agreement and shall be delivered to the successor entity.

Section 7.02. Financial Statements and Reports. The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting

principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 7.03. Annual Budget. The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

Section 7.04. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise used to carry out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of public funds

Section 7.05. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Board.

Section 7.06. Performance Objectives. Each Fiscal Year, the executive director or other official designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance. The Board shall set priorities for the processing of properties based on factors such as staff availability, the number of outstanding properties being monitored by the Land Bank, and the potential need or demand for Land Bank properties.

ARTICLE VIII

FUNDING AND EXPENDITURES

Section 8.01. Budget Contributions. The Parties shall contribute to the annual Land Bank budget in such a manner as approved by the Party or Parties. Budget requests to the County and the City shall only include costs not covered by the funds of the Authority.

- (a) Chatham County Contribution. The total County contribution is subject to the annual approval of the Board of Commissioners; said approval shall include a schedule of payment and shall be received in writing by the Authority upon completion of the County's approval process.
- (b) City of Savannah Contribution. The total City contribution is subject to the annual approval of the Mayor and Aldermen; said approval shall include a schedule of payment and shall be received in writing by the Authority upon completion of the City's approval process.

Section 8.02. Allocation of Costs. The allocation of costs between the County and the City shall be agreed upon by the Board. Unless otherwise agreed upon by the Board:

- (a) The payment of costs associated with the identification of Properties for "Delinquent Tax Sale" and "Delinquent Tax Sale Process," shall be governed by the existing

agreements between the County and the City related to the sale of tax delinquent properties, the assessment of properties, and/or the collection of taxes;

- (b) Cost incurred by the County in barring the right of redemption on behalf of the City pursuant to "Joint Foreclosure of Redemption Rights," shall be reimbursed in total by the City in the event the costs are not collected through the sale of the property to a non-profit organization or other eligible entity; and
- (c) The remaining costs related to "Conveyance of Property to the Authority," "maintenance of Property," "Preparation of Property for Sale," "Closing on Authority Properties," and "Post-Sale Follow-Up and Monitoring" shall be fulfilled through staff contributions or use of funds held in the Authority's account.

Section 8.03. Management of Funds. The Land Bank executive director or other official designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in management of the accounts.

Section 8.04. Authorized Expenditures. The Land Bank shall, in its sole discretion and within its budget, expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act.

ARTICLE IX

DURATION OF AGREEMENT

Section 9.01. Duration. This Agreement shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties.

Section 9.02. Withdrawal by Party. Any Party may withdraw from this Agreement upon six (6) months prior notice in writing to the Land Bank and all Parties provided under Section 10.01. Upon the effective withdrawal of any Party to this Agreement, the Party so withdrawing will no longer have any rights to funds or other assets of the Land Bank. The Land Bank shall not automatically dissolve upon withdrawal of one or more Parties except that no City may maintain the existence of a land bank if the County in which the City is located withdraws from the Land Bank, and no County may maintain the existence of a Land Bank if the single City that is both located within that county and Party withdraws from the Land Bank.

Section 9.03. Termination. The Land Bank shall be terminated by (i) agreement by all Parties to this Contract, (ii) by affirmative resolution approved by two-thirds of the membership of the Board and in accordance with Section 48-4-111 of the Land Bank Act, or (iii) by withdrawal of one or more Parties such that only one Party to this Agreement remains and such remaining Party is not a consolidated government.

Section 9.04. Disposition Upon Termination. As soon as possible after termination, the Land Bank shall finish its affairs as follows:

- (a) All of the Land Bank's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Land Bank and distribution of its assets shall be paid first; and
- (b) The remaining Real Property and personal property owned by the Land Bank, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining Real Property and personal property, and other assets of the Land Bank, shall become assets of the city, county or consolidated government in which the Real Property is located, unless provided otherwise in any applicable intergovernmental contracts or agreements; and
- (c) Liability shall be absorbed upon termination as agreed upon by the Board of the Land Bank. In the absence of agreement by the Board, liability associated with each property shall be with the Party in which the property is located.

ARTICLE X
MISCELLANEOUS

Section 10.01. Notices. Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices, including any notice of withdrawal under Article IX, shall be sent to each Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested. Notices to Chatham County shall be sent to _____. Notices to the Mayor and Aldermen of the City of Savannah shall be sent to _____. Notices to the Land Bank shall be sent to the Land Bank Principal Office. All notices sent the addresses listed above shall be binding unless said address is changed in writing.

Section 10.02. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are not a mere recital and that there are no other contracts, agreements or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 10.03. Interpretation of Agreement. The Parties agree that this agreement shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the

performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the Land Bank under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 10.04. Severability of Provisions. If any provision of this Agreement, or its application to any person, party or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 10.05 Governing Law. This Agreement is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 10.06. Captions and Headings. The captions, headings and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 10.07. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 10.08. Cross-References. References in this Agreement to any article include all sections, subsections and paragraphs in the article, unless specifically noted otherwise. References in this Agreement to any section include all subsections and paragraphs in the section.

Section 10.09. Jurisdiction and Venue. In the event of any dispute over the meaning, interpretation, or implementation of the terms of this Agreement, the matter under dispute, unless resolved by the Parties, shall be submitted to the Superior Courts of Chatham County.

Section 10.10. Amendments to the Agreement. With the exception of the addition of a new Party pursuant to the provisions in 3.10 of this Agreement, this Agreement may be amended or an alternative form of this Agreement adopted only upon written amendment approved by all Parties.

Section 10.11. Amendments to Land Bank Act. The Land Bank and Board shall have any powers authorized pursuant to any amendments, replacements or substitutions to the Land Bank Act, unless the Agreement is amended by the Parties to provide otherwise.

Section 10.12. Effective Date. This Agreement shall become effective as of the Effective Date.

This Agreement is executed by the authorized representative of the Parties on the date(s) indicated below:

CHATHAM COUNTY

A Georgia public body corporate

By: Albert J. Scott
Name: Albert J. Scott
Title: Chairman
Date: May 22, 2020

5

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

A Georgia public body corporate

By: _____
Name: _____
Title: _____
Date: _____

This Agreement is executed by the authorized representative of the Parties on the date(s) indicated below:

CHATHAM COUNTY

A Georgia public body corporate

By: _____

Name: _____

Title: _____

Date: _____

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

A Georgia public body corporate

By: Patrick C. Monahan

Name: Patrick C. Monahan

Title: City Manager

Date: March 6, 2020

APPENDIX I

The undersigned has become a Party to the Intergovernmental Agreement by virtue of appropriate authorizing actions taken by the Governing Authority of _____ on _____ 20____, and by the unanimous approval of the Land Bank Board on _____ 20____.

Governing Authority of _____
A Georgia public body corporate

By: _____

Name:

Title:

Date:

Land Bank Board

By: _____

Name:

Title: Chair of the Board

Date:

SERVICE: LIBRARIES



Live Oak Public Libraries participates in this **Memorandum of Understanding (MOU)** with the Boards of Commissioners for the three counties that Live Oak Public Libraries serves, namely Chatham, Effingham and Liberty Counties.

The MOU agreement was approved by the three Boards of County Commissioners and the Library Regional Board of Trustees in December 2017. The document was signed by the respective Chairpersons of each County Commission and the Chair of Live Oak Public Libraries Board of Trustees.

The intent of the MOU is to coordinate the work and mission of Live Oak Public Libraries with the agreement for delivery of service with the three counties. As funding agencies, the Counties directly support the Library's mission to deliver quality library services to the citizens of our region. Addressed in the MOU are matters of funding, financial and other reporting, the formation of an Advisory Board representing members from all four parties, and related subjects.

Live Oak Public Libraries and its Staff are dedicated to serving our library patrons and maintaining the trust of the community and our funding agencies.

The following pages contain the Memorandum of Understanding, with signatures omitted.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CHATHAM COUNTY, GEORGIA,
AND
LIBERTY COUNTY, GEORGIA,
AND
EFFINGHAM COUNTY, GEORGIA,
AND
LIVE OAK PUBLIC LIBRARIES

WHEREAS, in 1903, the City of Savannah formed a public library for the use and enjoyment of the citizens of that city; and,

WHEREAS, 1945 Effingham County joined the City of Savannah's library system that was not yet associated with other regional library systems;

WHEREAS, in 1945, Chatham County joined the City of Savannah and Effingham County libraries to form the Chatham-Effingham Regional Library; and,

WHEREAS, in 1956 Liberty County further join this regional operation that was then so named the Chatham-Effingham-Liberty Library; and,

WHEREAS, in 1963 the Library for the Colored Citizens of Savannah came under the regional umbrella system of the Chatham-Effingham-Liberty Library; and,

WHEREAS, in November 18, 1966 there was an agreement made transferring the responsibility to maintain and support the public libraries to Chatham County from the City of Savannah in order to establish a county-wide library system;

WHEREAS, in 2002, the regional library system formally changed its name to the Live Oak Public Libraries to reflect the growth of the entire system and the character of the lands its serves; and,

WHEREAS, Live Oak Public Libraries is the regional library board that shall be known as the Board of Trustees of the Live Oak Public Libraries ("regional board");

WHEREAS, the regional board and counties acknowledge their fiduciary duty to citizens to provide top quality library services within the limits of available resources and in compliance with State laws, rules and regulations; and to ensure that the LOPL is operated in an efficient and effective manner.

Therefore now the parties agree as follows:

Section 1. Regional Board Membership

- a. All members of the Chatham County library board shall serve as regional members of the regional library board (8 members).
- b. The Effingham County library board shall appoint two members to serve on the regional library board.
- c. The Liberty County library board shall appoint two members serve on the regional library board.
- d. The regional library board acts as the governing body or Board of Trustees for the LOPL.

Section 2. Duties of each parties' Board of Commissioners:

Each County Board of Commissioners is responsible for:

- a. Appointing members to the Board of Trustees and to the County library boards as stated in the LOPL Constitution.
- b. Reconsidering or removing a Library Board member for cause or other reason per OCGA 20-5-42. Includes removal for failure to comply with duties and responsibilities.
- c. Ensuring that the County Manager works with the Regional Library Director and provides support for daily operations.
- d. Ensuring that the County Manager participates on the Advisory Committee.
- e. Acting as a fiscal agent for the Library within its County, and County will receive and distribute any funds from its municipalities for the Library.
- f. Providing sufficient and adequate financial support to the Library, subject to annual appropriation and review of any targeted performance outcomes as determined by each Commission.
- g. Providing capital funding and other funding outside of the Library's regular operating budget. Counties reserve the right to control construction of any capital project and disburse all capital funding proceeds as determined by each Commission.
- h. Providing at least one vehicle for LOPL operations, title retained by the County, and will provide legal representation for LOPL as necessary.

Section 3. Duties of the Chatham County Board of Commissioners

Chatham County Board of Commissioners agrees to:

- a. Disburse funds in advance to the LOPL in not less than quarterly installments based on approved annual budget. Chatham County can adjust the appropriation and budget during the course of the current or next fiscal year if agreed-upon service levels are not met or LOPL fails to expend funds for stated purposes.
- b. Provide administrative services to LOPL upon approval of County Manager to include County Attorney, Human Resources, Internal Audit, Finance and Purchasing. Such

support will include title research on LOPL facilities with the intent of transferring title for facilities to the LOPL.

- c. Provide operational support to LOPL upon approval of County Manager to include Facilities Maintenance and Fleet. Facilities maintenance will be provided to assist LOPL in repairs of its facilities but not for daily maintenance functions. County Manager may invoice LOPL for operational support.
- d. Retain retirement and health benefits for 3 individual employees - Beaupre, Stephens, Ryan.
- e. Provide retirement and health benefits for individuals not eligible for State benefits – Greene, Johnson, Green, Hamilton, Roberts.
- f. Transfer title of library facilities to LOPL who will maintain insurance coverage thereon. Chatham will maintain a reversionary interest.
- g. Retain title for vehicles it provides for LOPL and insure them.
- h. Categorize the LOPL as a department within the Culture and Recreation function.

Section 4. Duties of the Liberty County Board of Commissioners

The Liberty County Board of Commissioners agrees to:

- a. Provide facilities for operations which are suitable to meet the needs of LOPL and patrons of the service, and maintain and insure facilities and grounds.
- b. Perform repairs to major infrastructure items when said repairs exceed \$5,000 and to keep insurance on such buildings in a sufficient amount to replace or repair the facility should it be destroyed.
- c. Assist LOPL staff with any expertise or guidance needed to perform normal maintenance activities or repairs under \$5,000.
- d. Provide maintenance / repair of security and HVAC systems.
- e. Provide annual fire inspections and maintenance of fire extinguishers. LOPL will provide maintenance and repair for fire detection systems.
- f. Provide annual termite inspections/warranty.

Section 5. Duties of the Effingham County Board of Commissioners

The Effingham County Board of Commissioners agrees to:

- a. Provide facilities approved by Effingham County for operations.
- b. Maintain and insure facilities and grounds.
- c. Provide for custodial services, janitorial supplies and routine maintenance and repairs to include major infrastructure and mechanical systems.
- d. Pay electric, telecommunications, gas and water utility costs to operate the facilities provided pursuant to this agreement.
- e. Provide lawn care services at the facilities provided pursuant to this agreement.
- f. Provide monthly pest control services.
- g. Provide annual fire inspections and maintenance of fire extinguishers.

Section 6. Duties of the LOPL

The LOPL is responsible for:

- a. Regional board and County library board will submit budget requests in detail under each County Manager's procedures through the Regional Library Director.
- b. LOPL shall provide monthly and fiscal year-to-date financial reports to the County Manager or an approved designee that show budgetary status and use of funds within each County and for its overall operations. Financial reports will provide a narrative to explain significant budget variances. LOPL shall provide information on significant capital asset purchases to impacted jurisdictions prior to expenditure (cost greater than \$100,000) to include ongoing maintenance costs and operating budget impacts.
- c. LOPL shall provide information to each County Manager or an approved designee about the calculation and allocation of administrative cost centers to each county's cost center. Activities of the LOPL Foundation shall not be commingled with the LOPL's accounts or management.
- d. LOPL shall provide audited financial statements within four months of the end of the its fiscal year. Such audited statements will include a schedule showing the revenues and expenditures from and for each County within the Library system. LOPL will also submit any Single Audit report or Management Letter from the independent auditors to the County Manager of each supporting county.
- e. Upon request, LOPL will provide representatives to present financial reports and respond to inquiries of the Board of Commissioners.
- f. LOPL will disburse County funds per approved budget and will provide any requested performance measures or benchmarks to support its use of funds.
- g. LOPL will participate fully in all County CIP budgeting including Special Purpose Local Option Sales Tax (SPLOST).
- h. LOPL will align Purchasing policies and procedures to Chatham County policies, except as modified by the Advisory Committee.
- i. Board of Trustees Chair, one other member of the Board of Trustees and the Regional Library Director will participate on the Advisory Committee.
- j. LOPL will adopt separate personnel policies that ensure equitable hiring practices and an objective employee grievance process.
- k. LOPL agrees to assume title for its facilities wherein deeds will be transferred within six months of the agreement date.
- l. LOPL will assume responsibility for property insurance coverage on its facilities and contents and will also maintain workers compensation insurance through its own policies.
- m. LOPL will maintain its facilities on a day-to-day basis and not utilize County staff for daily maintenance functions.
- n. LOPL will amend its constitution and bylaws to reflect the role of the Advisory Committee.

Section 7. Advisory Committee

An Advisory Committee shall be formed to provide operational guidance to LOPL. Actions of the Committee shall be by majority vote, and the Committee may be convened upon request of any member.

- a. Membership of the Advisory Committee shall consist of:
 - i. The County Manager of each supporting county
 - ii. The Chair of the Regional Board
 - iii. One other Regional Board member, as appointed by the Chair
 - iv. The Regional Library Director will participate on the Committee as an ad hoc (non-voting) member.
- b. The Advisory Committee shall review and approve LOPL Administrative Policies and Procedures, and shall forward their actions to the Board of Trustees for subsequent affirmation. Administrative policies and procedures include but are not limited to Purchasing Policies, Human Resource Policies (including General Hiring Processes and Grievance Processes), and Financial Policies.
- c. The Advisory Committee shall assist the Regional Library Director with the development of long-term strategic, capital and financial plans.
- d. The Advisory Committee shall review interim financial information as well as proposed budgets as provided by the Director. The Director shall formally notify committee members when actual expenditures are projected to exceed budgeted amounts, identify the reasons for such variance, and outline a plan of corrective action. The Director shall notify the committee members of significant staff increases/decreases impacting service levels and budgeted expenditures within each locality.
 - i. Under no circumstances shall any County be obligated to share in cost increases not formally approved by that County during the annual budget process.
- e. The Advisory Committee shall perform any other tasks assigned by the Constitution of the LOPL; the by-laws of the LOPL, or by any other law.

Section 8. Other Inquiries

- a. The County Managers may make other inquiries about the management of the LOPL outside of the Advisory Committee, and the Regional Library Director shall provide prompt responses. Such inquiries may include citizen comments and complaints as well as general operational questions.
 - i. Any County has the right to audit books and records of LOPL.
 - ii. Modifications to the agreement require unanimous support from all parties.
 - iii. Any party may provide 6 month's written notice to terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereto affixed their respective hands and seals this ____ day of December 2017.

CONSTITUTION OF THE
LIVE OAK PUBLIC LIBRARIES
REGIONAL BOARD OF TRUSTEES

ARTICLE I. NAME

Section 1. The name of the library system shall be Live Oak Public Libraries, and official business shall be conducted in this name.

ARTICLE II. HEADQUARTERS

Section 1. The headquarters for Live Oak Public Libraries shall be in the Bull Street Library in Savannah in Chatham County.

ARTICLE III. PURPOSE

Section 1. The purpose of Live Oak Public Libraries shall be to provide library service to the people of the region under the laws and regulations governing public libraries as set forth by the State of Georgia.

Section 2. Live Oak Public Libraries shall offer a full program of library service to all citizens of the participating counties to meet their informational, educational and recreational needs; acquire and purchase library materials; circulate materials to the public through member libraries; develop existing libraries and establish and develop member libraries and other services appropriate to the service area; build a reference collection adequate to provide current and reliable information as demanded by the needs of the communities comprising the region; and promote the use of library resources by means of instruction, library-centered programs, exhibits, and other public relations efforts.

ARTICLE IV. CONSTITUENCY

Section 1. Live Oak Public Libraries shall serve all citizens of Chatham, Effingham and Liberty counties, and such other counties or municipalities as may become part of the region, through the headquarters library, branch libraries and extension services. Membership in Live Oak Public Libraries provides the citizens of Chatham, Effingham and Liberty counties with reciprocal borrowing privileges in all libraries in the system.

Section 2. Any county or municipality adjoining any county that is a member of Live Oak Public Libraries may become a part of Live Oak Public Libraries by the provisions of Title 20, Chapter 5, Article 2 of the Official Code of Georgia Annotated.

ARTICLE V. LEGAL AUTHORITY

Section. 1. The legal authority for public libraries and boards of trustees is described in the Title 20, Chapter 5, Article 2 of the Official Code of Georgia, Annotated, amended March 26, 1984.

ARTICLE VI. GOVERNING BODY

Section 1. The governing body of Live Oak Public Libraries shall consist of the Regional Board of Trustees composed of twelve members, with eight members from Chatham County, two members from Effingham County, and two members from Liberty County. The chair of Live Oak Public Libraries Foundation, and the Live Oak Public Libraries Executive Director shall be non-voting members. The operation of Live Oak Public Libraries is legally vested in the Regional Board under the provisions of the Official Code of Georgia Annotated, Article 2, Chapter 5, Title 20.

Section 2. The term of office shall be three years, with starting and ending dates corresponding to Live Oak Public Libraries' fiscal year. A member whose term expires at the end of any fiscal year, and whose seat has not been filled by the appointing agency, may continue service up to three months pending reappointment or replacement by the appointing agency. No member may serve on the Regional Board for more than two successive three-year terms.

Section 3. Board members shall receive no compensation but may be reimbursed for any reasonable and necessary expenses incurred in the performance of library duties. Membership dues or fees for individual membership of Board members in state, regional, and national library associations may be paid from operating funds.

Section 4. Vacancies on the Board shall be filled in the same manner as appointments are made. If a vacancy occurs prior to the expiration of a trustee's term, the new appointee shall complete the unexpired term. This unexpired term shall be considered the first term of the new appointee if it exceeds eighteen months.

Section 5. In the event a member of the Regional Board ceases, for any reason, to be a member of his/her local County Library Board, then his/her term on the Regional Board shall end at the same time, and the local County Library Board shall appoint a new representative to the Regional Board.

Section 6. Additional Board members may be added from any library system which may affiliate with Live Oak Public Libraries in the future.

ARTICLE VII. OFFICERS

Section 1. The officers of the Regional Board of Trustees shall be a Chair, Vice Chair, and Treasurer elected from those serving on the Board. The Executive Director shall perform the duties of Secretary. The Executive Director may use a designee to assist with the duties of Secretary. The officers shall perform the duties prescribed by this Constitution, the Bylaws, and the parliamentary authority adopted by the Board.

Section 2. The officers shall be elected at the July meeting to serve for one year or until their successors are elected, and their terms of office shall begin at the close of the meeting at which they are elected.

Section 3. The Chair, Vice Chair, and Treasurer shall not serve more than two consecutive one-year terms.

Section 4. Nominations for officers shall be made no later than the regular Board meeting in June by a committee appointed by the Chair of the Board.

Section 5. The Treasurer, Executive Director, and any members of the staff authorized to handle library funds shall be bonded for an amount commensurate with the amount of funds handled, as determined by the Board and entered in the minutes. A copy of the bond shall be filed with the Georgia Public Library Service, Board of Regents of the University System of Georgia.

Section 6. All federal, state and local funds used for the operation and improvement of the services and facilities of Live Oak Public Libraries shall be received by the Executive Director on behalf of the Board and shall be used in accordance with the budget approved by the Board.

ARTICLE VIII. EXECUTIVE COMMITTEE

Section 1. An Executive Committee, comprised of the officers of the Board, including the Executive Director, and the Chair of the Advisory Committee shall be entrusted to govern in the name of the Board of Trustees between meetings of the Board.

ARTICLE IX. STANDING COMMITTEES

Section 1. Standing Committees for Finance, Buildings and Sites, and such other standing committees established by the Board shall be appointed by the Chair.

Section 2. The Chair shall appoint special committees as necessary.

Section 3. The Chair and Executive Director shall serve as ex officio members of all committees.

Section 4. To the appropriate committee shall be referred such matters as require more detailed consideration than can readily be given by the full Board.

ARTICLE X. ADVISORY COMMITTEE (Chatham, Effingham and Liberty Counties and Live Oak Public Libraries)

Section 1. An Advisory Committee shall be formed to provide operational guidance to Live Oak Public Libraries. Actions of the Committee shall be by majority vote, and the Committee may be convened upon request of any member.

- a. Membership of the Advisory Committee shall consist of:
 - i. The County Manager of each supporting county
 - ii. The Chair of the Regional Board
 - iii. One other Regional Board member, as appointed by Chair
 - iv. The Live Oak Public Libraries' Executive Director shall participate on the Committee as a non-voting member.
- b. The Advisory Committee shall review and approve Live Oak Public Libraries Administrative Policies and Procedures, and shall forward their actions to the

Regional Board of Trustees for subsequent affirmation. Administrative policies and procedures include but are not limited to Purchasing Policies, Human Resource Policies (including General Hiring Processes and Grievance Processes), and Financial Policies.

- c. The Advisory Committee shall assist the Live Oak Public Libraries Executive Director with the development of long-term strategic, capital and financial plans.
- d. The Advisory Committee shall review interim financial information as well as proposed budgets as provided by the Executive Director. The Executive Director shall formally notify committee members when actual expenditures are projected to exceed budgeted amounts, identify reasons for such variance, and outline a plan of corrective action to meet budget. The Executive Director shall notify the committee members of significant staff increases/decreases impacting service levels and budgeted expenditures within each locality.
 - i. Under no circumstances shall any County be obligated to share in cost increases not formally approved by the County during the annual budget process.
- e. The Advisory Committee shall perform any other tasks assigned by the Constitution of Live Oak Public Libraries, the Live Oak Public Libraries Bylaws, and by any other applicable law.

ARTICLE XI. INTERLIBRARY COOPERATION

Section 1. Live Oak Public Libraries may enter into cooperative endeavors with other library systems for the purposes of sharing personnel, materials and services by confederation or by merger as seen fit by the governing bodies of the library systems. Such cooperative endeavors must be within the limits of funds available to the governing bodies, conducive to mutual growth and development of library services, and not in violation of state or federal laws, regulations, or other agreements, contracts, or Regional Library Board policies.

ARTICLE XII. CONTRACTS

Section 1. Live Oak Public Libraries is authorized under the provisions of Title 20, Chapter 5, Article 2 of the Official Code of Georgia Annotated to make and enter into such contracts or agreements, for all or any part of the Regional Library system, as are deemed necessary and desirable. The Executive Director may apply for grants and sign contracts and grant agreements. Any actions taken will be reported to the Regional Board.

ARTICLE XIII. AMENDMENT OF CONSTITUTION

Section 1. This Constitution may be amended at any regular meeting of the Live Oak Public Libraries Regional Board of Trustees by a two-thirds vote of the members present, provided that notice is made in writing at least twenty-eight days prior to the meeting, and provided that a quorum is present. All amendments to the Constitution shall be filed by the Regional Library Executive Director of Live Oak Public Libraries with the Georgia Public Library Service, Board of Regents of the University System of Georgia.

Adopted: October 17, 1989
Amended: May 21, 1991; August 23, 1994; April 15, 1997; September 15, 1998;
December 18, 2001; September 17, 2002; October 18, 2005; June 19, 2012;
April 18, 2017; March 20, 2018; June 16, 2020

BYLAWS OF THE
LIVE OAK PUBLIC LIBRARIES
REGIONAL BOARD OF TRUSTEES

Article I. DUTIES AND RESPONSIBILITIES OF BOARD MEMBERS

Section 1. The Regional Library Board of Trustees is the legal governing body of the Live Oak Public Libraries system. It shall be the duty and responsibility of the Board of Trustees to:

- (a) Employ an Executive Director for the Regional Library system who meets state certification requirements.
- (b) Approve budgets prepared by the Executive Director and, together with the local Boards of Trustees, assume responsibility for presentation of the library system's fiscal needs to the supporting agencies.
- (c) Promote the library within the community and to representatives of supporting agencies.
- (d) Attend Board meetings.
- (e) Establish policies governing library staff and programs of service.
- (f) Establish policies for the receipt and administration of gifts of money and property.
- (g) Present financial and progress reports to officials of funding agencies and to the public.
- (h) Notify the Executive Director in advance of all meetings of the Board and its committees.

Section 2. When the position of Executive Director is vacant, the Board must appoint a Search Committee, comprised of not less than three members of the Regional Board, to recruit and identify candidates to fill the Executive Director position. The Search Committee must post the vacancy both internally and externally to recruit from multiple sources for qualified candidates.

Whether for the position of interim Executive Director or Executive Director, no preference shall be given to current employees of the Library. Current employees, of course, may be considered along with external candidates.

No posting is required to hire an interim Executive Director for a term of less than 18 months.

The Regional Board is required to approve the hiring of an interim Executive Director or Executive Director, with a public vote consistent with these bylaws and the laws of the State of Georgia.

ARTICLE II. CONFLICT OF INTEREST/TRANSPARENCY

Section 1. Live Oak Public Libraries seeks to avoid any appearance of, or actual conflict of interest, in the selection and service of library trustees. Both the American Library Association and the Georgia Public Library Service stress that trustees should be representatives of the entire population of the library's service area, so extra care should be taken to select trustees who represent the diversity in the community. Board members, however, do not represent constituencies. Rather, the duties that Board members owe are to the Library system.

No one may be appointed to the Board of Trustees who

1. Has worked for Live Oak Public Libraries within the last 3 years
2. Is related by blood or marriage to a Live Oak Public Libraries staff member; or
3. Is an immediate family member of a current Trustee

A trustee who fails to disclose conflicts of interest is subject to immediate dismissal from the Board, following discussion in Executive Session.

ARTICLE III. DUTIES OF THE OFFICERS

Section 1. The Chair shall preside at all regular or called Board meetings, and shall ensure civil and professional behavior at all meetings. He/She shall appoint all committees and shall be an ex officio member of all committees.

Section 2. In the absence of the Chair, the Vice Chair shall preside at regular and called meetings and shall be an ex officio member of all committees. All other duties of the Vice Chair shall be assigned by the Chair.

Section 3. The Secretary shall record the official actions of the Board, keep a record of attendance at Board meetings, and have custody of the official minutes, which shall be housed in the Regional Library headquarters. The Secretary shall notify the proper appointing County Library Boards of vacancies which may occur on the Board. The Secretary shall report changes of membership to the Georgia Public Library Service, Board of Regents of the University System of Georgia.

Section 4. The Treasurer shall serve as chair of the Finance Committee. All other duties of the Treasurer shall be assigned by the Board Chair.

ARTICLE IV. DUTIES OF THE REGIONAL LIBRARY EXECUTIVE DIRECTOR

Section 1. The Executive Director is the chief administrative officer of Live Oak Public Libraries. It shall be the duty and responsibility of the Executive Director to:

- (a) Administer the total library program in accordance with policies adopted by the Board of Trustees of Live Oak Public Libraries.

- (b) Employ, supervise and terminate other staff members as necessary, in compliance with personnel policies of the Regional Board and with applicable laws.
- (c) Act in an advisory capacity to the Board, recommending policies, programs of service, and changes.
- (d) Attend all meetings of the Regional Board and its committees and all meetings of the county library boards in Chatham County, Effingham County, and Liberty County, or designate a person to attend in his/her place.
- (e) Prepare budget proposals and requests for funding, and expend funds granted in accordance with approved budgets.
- (f) Have full responsibility for determining operating practices and procedures, and for selection of library materials within policies and guidelines adopted by the Board.
- (g) Have responsibility for developing a program of community and public relations.
- (h) Attend all meetings called by the Georgia Public Library Service, Board of Regents of the University System of Georgia, or send a substitute authorized by the State Librarian.
- (i) Notify the Board of Trustees and the Georgia Public Library Service, Board of Regents of the University System of Georgia of any failure to comply with policies of the Board, criteria for State aid, state and federal rules and regulations, or applicable federal, state and local laws.
- (j) Perform the duties of Secretary for the Board as specified elsewhere in these Constitution and Bylaws.
- (k) Deposit all monies received in a bank or banks approved by the Board, provide written notification to any agency whose appropriations are not paid promptly and in full, pay all bills, and sign all checks.

ARTICLE V. MEETINGS

Section 1. The Live Oak Public Libraries Regional Board of Trustees shall hold no **fewer** than **six** regular meetings during each fiscal year. Meetings shall be held on the third Tuesday of the month at such locations and times as determined by the Board or the Chair.

Section 2. Meetings shall be conducted using Robert's Rules of Order as the parliamentary authority.

Section 3. Special meetings may be called at the discretion of the Chair or upon the request of three members of the Board for the transaction of business stated in the call for the meeting. No business other than that for which the meeting was called may be discussed or conducted at a called meeting.

Section 4. No later than five days prior to each regular meeting of the Board, the Executive Director shall notify each member of the date, time and place of the meeting.

Section 5. Meetings of the Executive Committee may be called by the Chair to transact any business requiring attention between regular meetings of the Board.

Section 6. All meetings must be open to the public and the news media, in accordance with the Official Code of Georgia Annotated 50-14-1 et seq.

Section 7. The parliamentary authority adopted by the Board, when not in conflict with the Constitution and these Bylaws, shall govern the proceedings of the Board of Trustees.

Section 8. Each member of the Board shall have one vote, except the Chair who shall vote only in the event of a tied vote of the Board members.

Section 9. A simple majority of the members of the Board shall constitute a quorum. No official business may be conducted without a quorum. Except as stated elsewhere in the Constitution and these Bylaws, a simple majority affirmative vote of the quorum present and voting shall be necessary to approve any action before the Board.

Section 10. During Regional Board meetings, Board members shall not use electronic devices except by prior agreement with the Chair.

Section 11. The Executive Director shall be notified in advance of all meetings of the Board, its Executive Committee, or any of its committees. The Executive Director shall attend all meetings of the Board, its Executive Committee, or any of its committees.

ARTICLE VI. REPORTS

Section 1. An account of all receipts and expenditures must be kept and a report made at least quarterly at regular meetings of the Board. The accounts shall be audited at the direction of the Board and according to State aid criteria, and other state and federal laws and regulations. Official copies of all financial reports and the Treasurer's books shall be kept in the Regional Library headquarters at all times.

Section 2. Live Oak Public Libraries is responsible for all reports deemed necessary by local and state funding agencies. An annual report of activities, income, and expenditures, and any other reports necessary to obtain funds or meet requirements of the law or of the Georgia Public Library Service, Board of Regents of the University System of Georgia, shall be filed with each funding agency.

ARTICLE VII. ATTENDANCE

Section 1. A Board member shall be removed for cause or for failure to attend three consecutive regularly-scheduled meetings. The Executive Committee of the Board may make exceptions to the attendance requirement based on extenuating circumstances of an individual Board member.

Section 2. A letter reporting removal and specifying the cause shall be sent by the Secretary to the affected Board member and to the County Library Board responsible for his/her

appointment, who shall be asked to appoint another person to fill that member's unexpired term.

ARTICLE VIII. DISSOLUTION OF OR WITHDRAWAL FROM THE REGIONAL LIBRARY SYSTEM

Section 1. The Regional Library system may be dissolved by reversal of the procedures followed in its original organization. A majority of the County Library Board members in a majority of the counties must agree to the dissolution of the system.

Section 2. One county may withdraw from the system if a majority of the County Library Board members vote to do so. Notice of intent to withdraw must be sent to the Chair of the Regional Library Board of Trustees and the Executive Director at least six months prior to the end of the state fiscal year. This notice must include reasons for the withdrawal and the method by which the decision was reached. The Georgia Public Library Service, Board of Regents of the University System of Georgia must be notified of the receipt of this letter of intent within five working days of its receipt by the Executive Director.

Section 3. Live Oak Public Libraries may elect to expel a member county under the following conditions:

- (a) Failure of the county to maintain the agreed level of support to the Regional Library system as set forth in the most recent system participating agreement;
or
- (b) Failure of the county to meet criteria which may jeopardize the system's eligibility for state or federal funds.

Section 4. Notice of expulsion shall be sent not less than six months prior to the end of the state fiscal year to the Chair of the County Board of Trustees, all funding agencies party to the participating agreement, the Executive Director, and the Georgia Public Library Service, Board of Regents of the University System of Georgia.

Section 5. In the event of the withdrawal of one county from Live Oak Public Libraries, all equipment and materials purchased with state or federal funds for use in the library or libraries in that county shall remain in those libraries. After the notice of withdrawal has been received by the Regional Library Board, there is no obligation on the part of the Regional Library system to purchase books, equipment, supplies, or other items for the use of the library or libraries in the withdrawing county, other than the fair share of items in the existing State Materials and State Maintenance and Operations budget for the current year.

ARTICLE IX. AMENDMENTS

Section 1. These Bylaws may be amended at any regular meeting of the Board of Trustees by a two-thirds vote of the members present, provided that notice is made in writing at least twenty-eight days prior to the meeting, and provided that a quorum is present. All

amendments to these Bylaws shall be filed with the Georgia Public Library Service, Board of Regents of the University System of Georgia immediately upon adoption.

Adopted: October 17, 1989

Amended: May 21, 1991; April 15, 1997; September 15, 1998; September 17, 2002;
October 18, 2005; June 16, 2020

CONSTITUTION OF THE CHATHAM COUNTY LIBRARY BOARD OF TRUSTEES

ARTICLE I. NAME

Section 1. The name of this Library Board shall be the Chatham County Library Board of Trustees.

ARTICLE II. PURPOSE

Section 1. These Constitution and Bylaws are companion documents to the Constitution and Bylaws of the Live Oak Public Libraries (hereinafter Regional Library) and are intended to clarify local practices and the relationship of the Chatham County Libraries to the Regional Library. There is to be no conflict between provisions of these Constitution and Bylaws and those of the Regional Library. If inadvertent conflict occurs, the Regional Library Constitution and Bylaws shall govern.

Section 2. The County Libraries shall furnish library service to the people of Chatham County as set forth in the Constitution and Bylaws of the Regional Library and under the regulations governing public libraries as set forth by the State of Georgia. The County Libraries shall offer a full program of library service to all citizens of Chatham County to meet their informational, educational, and recreational needs.

ARTICLE III. CONSTITUENCY

Section 1. The Chatham County Libraries are fully participating members of the Live Oak Public Libraries. Membership in the Regional Library provides the citizens of Chatham, Effingham and Liberty counties with reciprocal borrowing privileges in all libraries in the system.

ARTICLE IV. LEGAL AUTHORITY

Section 1. The legal authority for public libraries and boards of trustees is described in Title 20, Chapter 5 of the Official Code of Georgia Annotated.

ARTICLE V. CHATHAM COUNTY LIBRARY BOARD OF TRUSTEES

Section 1. The Chatham County Library Board of Trustees shall be composed of eight members, appointed by the governmental agencies financially supporting the library on a regular basis. The number of members to be appointed by each agency shall correspond with its share of funding provided to the library. The names of appointees and terms of appointments shall be sent, in writing, to the Library Director.

Section 2. The term of appointment shall be three years, with starting and ending dates corresponding to the state fiscal year. No members serve on the Chatham County Library Board for more than two successive three-year terms of office (six years).

Section 3. Any person appointed to the Chatham County Library Board must be a resident of Chatham County. If he or she moves his or her legal residence outside the county, he or she shall be replaced on the Chatham County Library Board.

Section 4. Vacancies shall be filled in the same manner as appointments are made. If a vacancy occurs prior to the expiration of a Chatham County Library Board member's term, the new appointee shall complete the unexpired term. This unexpired term shall be considered the first term of the new appointee.

Section 5. Board members shall receive no compensation but may be reimbursed for any reasonable and necessary expenses incurred in the performance of library business. Membership dues or fees for individual membership of board members in state, regional, and national library associations may be paid from operating funds.

ARTICLE VI. OFFICERS

Section 1. The officers of the Chatham County Library Board of Trustees shall be a Chairman, a Vice Chairman, and a Secretary elected from those serving on the Board. These officers shall perform the duties prescribed by the Bylaws and by Robert's Rules of Order. The duties of Treasurer shall be performed by the Library Director. The Board, at its discretion, may appoint the Library Director or his or her designee to serve as the Secretary.

Section 2. The officers are to be elected at the July meeting and their terms of office shall begin immediately upon election.

ARTICLE VII. COMMITTEES

Section 1. An Executive Committee, composed of the officers of the Board, shall be entrusted to govern in the name of the Board of Trustees between meetings of the Board.

ARTICLE VIII. AMENDMENT OF THE CONSTITUTION

Section 1. This Constitution may be amended at any regular meeting of the Chatham County Library Board of Trustees by a three-fifths vote of the total membership, provided that notice is made in writing at least thirty days prior to the meeting, and provided that a quorum is present. All amendments to the Constitution shall be filed with the Library Director, who shall file amendments with the Georgia Public Library Service, Board of Regents of the University System of Georgia, immediately upon adoption.

Adopted:

Amended:

BYLAWS OF THE
CHATHAM COUNTY LIBRARY BOARD OF TRUSTEES

ARTICLE I. DUTIES AND RESPONSIBILITIES OF BOARD MEMBERS

Section 1. The County Library Boards of Trustees are the organizations from which the members of the Live Oak Public Libraries Board of Trustees, the governing body of the Live Oak Public Libraries, are drawn.

Section 2. The Chatham County Library Board of Trustees shall set local policies and practices in matters on which Regional Library policy is silent, and in matters delegated to Chatham County Library Board of Trustees by the Regional Board.

Section 3. The Chatham County Library Board of Trustees shall review Chatham County Library budgets prepared by the Library Director, shall approve and adopt budget proposals, and shall present budget proposals and the libraries' fiscal needs to the supporting agencies.

Section 4. The Chatham County Library Board of Trustees shall discharge those duties delegated to it by the Regional Library. All formal actions of the Chatham County Library Board of Trustees taken in discharging those duties shall be reported to the Regional Library for approval and recording at their next meeting.

Section 5. Staff of the Chatham County Libraries shall be considered an integral part of the Regional Library staff, subject to the same policies and line of supervision as all Regional Library staff.

ARTICLE II. DUTIES OF THE OFFICERS

Section 1. The Chairman shall preside over all regular or called meetings of the Chatham County Library Board. He or she shall appoint all committees and shall be an ex officio member of all committees.

Section 2. The Vice Chairman shall preside in the absence of the Chairman. All other duties of the Vice Chairman shall be assigned by the Chairman.

Section 3. The Secretary shall record the official actions of the Chatham County Library Board, keep a record of attendance at Board meetings, and have the custody of the official minutes, which shall be housed in the administrative offices of the Regional Library.

Section 4. In addition to the local officers, eight members of the Chatham County Library Board of Trustees are members of the Regional Library Board. A member may hold a local office and serve as the Regional Library Board Member. The Regional Library Board Member must not miss three consecutive meetings of the Live Oak Public Libraries Board of Trustees.

ARTICLE III. MEETINGS

Section 1. The Chatham County Library Board shall hold four regular meetings during each fiscal year, including no less than one each calendar quarter in the months of January, April, July, and October at a time and location as designated by the Chairman.

Section 2. Special meetings may be called by the Chairman, or, in the Chairman's absence, by the Vice Chairman, for the transaction of business stated in the call for the meeting. No business other than that for which the meeting was called may be discussed or conducted at a called meeting.

Section 3. Prior to each regular or called meeting the Library Director, or his or her designee, shall notify each member and appropriate staff of the date, time, and place of the Chatham County Library Board meeting.

Section 4. Meetings of the Executive Committee may be called by the Chairman to transact any business requiring attention between regular meetings of the Chatham County Board.

Section 5. All meetings must be open to the public and the news media, in accordance with the Official Code of Georgia, Annotated 50-14 et seq.

Section 6. The latest edition of Robert's Rules of Order, when not in conflict with these Constitution and Bylaws, shall govern the proceedings of the Chatham County Library Board.

Section 7. Each member of the Board shall have one vote.

Section 8. Fifty-percent of Trustees shall constitute a quorum. No official business may be conducted without a quorum. Except as stated elsewhere in these Constitution and Bylaws, a simple majority affirmative vote of the quorum present and voting shall be necessary to approve any action before the Board. Only those members present may vote.

Section 9. The Library Director shall be notified in advance of all meetings of the Chatham County Library Board, its Executive Committee, or any of its committees. The Library Director, or a representative appointed by the Library Director shall be present at all meetings of the Chatham County Library Board, its Executive Committee, or any of its committees.

ARTICLE IV. REPORTS

Section 1. The Chatham County Library Board and/or staff shall submit all reports requested by the Regional Library to provide the information necessary to complete reports required by state, federal, or local laws or regulations, or to manage the Regional Library in an efficient and business-like manner.

ARTICLE V. ATTENDANCE

Section 1. A Board member shall be removed for cause or for failure to attend three consecutive regularly-scheduled meetings.

Section 2. A letter reporting removal and specifying the cause shall be sent by the Secretary to the affected board member and to the appointing authority responsible for his or her appointment. The appointing authority shall be asked to appoint another representative to fill that member's unexpired term, notifying the Library Director in writing of action taken.

ARTICLE VI. AMENDMENTS

Section 1. These Bylaws may be amended at any regular meeting of the Chatham County Library Board of Trustees by a three-fifths vote of the total membership, provided that notice is made in writing at least thirty days prior to the meeting, and provided that a quorum is present. All amendments to these Bylaws shall be filed with the Library Director, who shall file amendments with the Georgia Public Library Service, Board of Regents of the University System of Georgia immediately upon adoption.

Adopted:

Amended: April 2015

SERVICE: MOSQUITO CONTROL

LOCAL

2937-12

Department of State

BEN W. FORTSON, JR.
SECRETARY OF STATE
ATLANTA 3, GEORGIA



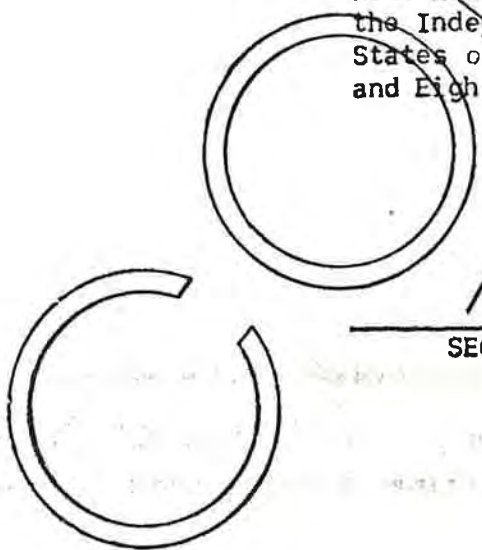
- JOE N. BURTON
ASSISTANT TO SECRETARY OF STATE
- R. C. COLEMAN
JOINT-SECRETARY
STATE EXAMINING BOARD
- MRS. MARY GIVENS BRYAN
DIRECTOR DEPARTMENT OF
ARCHIVES AND HISTORY
1516 PEACHTREE ST., N. W.
- MRS. MARY C. UTTERBERG
CHIEF EXAMINER
SECURITIES DIVISION
- MRS. LOUISE BUCHANAN
CORPORATION CLERK
- J. J. MEDLIN
FISCAL OFFICER
- DOROTHY HAUGHEY
COMMISSION CLERK

Honorable Marvin Griffin
Governor of Georgia
Atlanta, Georgia

Sir:

I, Ben W. Fortson, Jr., Secretary of State of the State of Georgia, do hereby certify that in the General Election held in this State November 6, 1956, the number of votes cast for and against the forty-six (46) local Constitutional Amendments voted on in said election are tabulated on the typewritten pages hereto attached, and is the true and correct total vote as shown by the consolidated returns which are of file in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this twentieth day of November, in the year of our Lord One Thousand Nine Hundred and Fifty-six and of the Independence of the United States of America the One Hundred and Eighty-first.



Ben W. Fortson, Jr.
SECRETARY OF STATE

MOSQUITO CONTROL IN CHATHAM COUNTY
Proposed Amendment to the Constitution.

No. 45 (Senate Resolution No. 32).

A Resolution.

Proposing an amendment to the Constitution so as to authorize the governing authority of Chatham County to expend county funds for the purpose of eradicating mosquitoes; to provide for the submission of this amendment for ratification or rejection; and for other purposes.

Be it resolved by the General Assembly of Georgia:

Section 1. Article VII, Section IV, Paragraph I, of the Constitution relating to taxing powers of counties, is hereby amended by adding at the end thereof the following:

"The governing authority of Chatham County is hereby authorized to expend county funds for the purpose of eradicating mosquitoes in said county and to control drainage and sanitation and to use whatever other means reasonably necessary to accomplish said purpose."

Section 2. When the above proposed amendment to the Constitution shall have been agreed to by two-thirds of the members elected to each of the two branches of the General Assembly, and the same has been entered on their journals with the "Ayes" and "Nays" taken thereon, the Governor is hereby authorized and instructed to cause such proposed amendment to be published as provided in Article XIII, Section I, Paragraph I of the Constitution of Georgia of 1945, as amended. Such proposed amendment shall be submitted as provided in said paragraph.

The ballot submitting the above proposed amendment shall have written or printed thereon the following:

"For ratification of amendment to Constitution so as to authorize the governing authority of Chatham County to expend county funds for the purpose of eradicating mosquitoes.

"Against ratification of amendment to Constitution so as to authorize the governing authority of Chatham County to expend county funds for the purpose of eradicating mosquitoes."

If such amendment shall be ratified as provided in said paragraph of the Constitution, it shall become a part of the Constitution of this State. The returns of the election shall be made in like manner as returns for elections for members of the General Assembly, and it shall be the duty of the Secretary of State to ascertain the result and certify the result to the Governor, who shall issue his proclamation thereon.

- - - - -

LOCAL CONSTITUTIONAL AMENDMENTS VOTED ON NOVEMBER 6, 1956

| | <u>FOR</u> | <u>AGAINST</u> |
|---|------------|----------------|
| 9. Amendment to Article VII, Section VII, Paragraph I of the Constitution so as to authorize Atkinson County to issue refunding bonds for present indebtedness. | | |
| ATKINSON COUNTY | 1,426 | 179 |
| <hr/> | | |
| 15. Amendment to Constitution so as to authorize the Governing Authority of Chatham County to expend county funds for the purpose of eradicating mosquitoes. | | |
| CHATHAM COUNTY | 12,263 | 3,040 |

LOCAL CONSTITUTIONAL AMENDMENTS VOTED ON NOVEMBER 6, 1956

| | <u>FOR</u> | <u>AGAINST</u> |
|---|------------|----------------|
| 9. Amendment to Article VII, Section VII, Paragraph I of the Constitution so as to authorize Atkinson County to issue refunding bonds for present indebtedness. | | |
| ATKINSON COUNTY | 1,426 | 179 |
| 10. Amendment to Article VII, Section IV, Paragraph I, of the Constitution of Georgia, authorizing and creating a civil service system for the County Police and Deputy Sheriffs of Bibb County. | | |
| BIBB COUNTY | 7,149 | 1,117 |
| 11. Amendment to Constitution for the election of the members of the Brooks County Board of Education and to provide for Education Districts within Brooks County. | | |
| BROOKS COUNTY | 1,732 | 473 |
| 12. Amendment to Article VIII, Section V, Paragraph I, of the Constitution of Georgia, providing for the division of Calhoun County into five school districts, and the election of a seven-member County Board of Education of Calhoun County. | | |
| CALHOUN COUNTY | 889 | 314 |
| 13. Amendment to Article VII, Section I, Paragraph III, of the Constitution of Georgia, authorizing the creation of additional industrial areas in the County of Chatham. | | |
| CHATHAM COUNTY | 9,104 | 1,880 |
| 14. Amendment to Article VII, Section IV, Paragraph II, of the Constitution authorizing the General Assembly to permit the governing authority of Chatham County to make street improvements in subdivisions and assess the cost with approval of the owners of 51% of the property affected. | | |
| CHATHAM COUNTY | 8,354 | 2,467 |
| 15. Amendment to Constitution so as to authorize the Governing Authority of Chatham County to expend county funds for the purpose of eradicating mosquitoes. | | |
| CHATHAM COUNTY | 12,263 | 3,040 |

**SERVICE: COMMUNITY
PLANNING**

Server S | [A GALILEO Digital Initiative Database](#)

While in this database, use the Search and Help buttons below.

Georgia Legislative Documents [Search](#) [Help](#)

Content of Act/Resolution

ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1955

LOCAL AND SPECIAL ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1955

1955 Vol. 1 -- Page: 2535

Sequential Number: 331

Short Title: SAVANNAH METROPOLITAN PLANNING COMMISSION.

Law Number: No. 160

Origin: (Senate Bill No. 90).

Full Title: An Act to establish a metropolitan planning district for Chatham County; to provide a planning commission for said district; to provide for the making and amending of an over-all plan for the orderly growth and development of said district; to define the duties and powers of said commission; to define the relationship between said commission and the governmental units in said district and to define their rights, powers, and duties; to provide for the support of said commission; to repeal Ga. L., Jan.-Feb. sess., 1953, p. 2429, which provides for the existing traffic commission; and to repeal Ga. L., 1927, p. 521, which provides for the present planning board of the County of Chatham; and for other purposes.

Be it enacted by the General Assembly of the State of Georgia and it is hereby enacted by the authority of the same, as follows:

Page: 2536

ARTICLE I.

There is hereby established a metropolitan planning district, hereinafter referred to as "the district", which district shall be and include all of the territorial area of Chatham County.

[Sidenote: "District."]

ARTICLE II.

Section 1. There is hereby established a planning commission for such district to be known as the Savannah Metropolitan Planning Commission, hereinafter referred to as "the commission". Said commission shall be composed of twelve members all of whom shall be residents of Chatham County.

[Sidenote: Planning commission.]

Section 2. Six of the members of the commission shall be appointed by the Board of Commissioners of Chatham County, and one of the six members so appointed shall be from the membership of the Savannah District Authority. Of the six members so appointed, two shall be appointed for terms of one year; two for terms of two years; and two for terms of three years. Their successors shall be appointed by the Chatham County Commissioners for terms of three years.

[Sidenote: Members.]

Section 3. Six of the members of the commission shall be appointed by the Mayor and Aldermen of the City of Savannah, and one of the members so appointed shall be from the membership of the Savannah District Authority. Of the six members so appointed, two shall be appointed for terms of one year; two for terms of two years; and two for terms of three years. Their successors shall be appointed by the Mayor and Aldermen of the City of Savannah for terms of three years.

Section 4. In the event a member of the commission appointed from membership of the Savannah District Authority shall cease to be a member of said Authority during the term of his appointment to the commission his membership on the commission shall terminate and the body appointing such member to the commission

Page: 2537

shall name a member of said Authority to fill the unexpired term of its original appointee.

Section 5. In case of vacancy arising from death, resignation, change of residence or for any other cause, before the expiration of the term for which such member had been appointed, a successor shall be appointed for the unexpired term by the body making the original appointment.

[Sidenote: Vacancies.]

Section 6. No person shall be eligible for membership on said commission who, at the time of the effective date of this Act or at any time within one year prior thereto, holds or shall have held any remunerative public office or position or any employment for compensation, except as an independent contractor, with the United States, the State of Georgia, or any political subdivision of either, and no future member, at the time of his appointment nor within one year prior thereto, nor during his term of membership, shall hold any such office, position, or employment. Except as provided aforesaid, any member otherwise qualified shall be eligible for reappointment.

[Sidenote: Qualifications.]

ARTICLE III.

Section 1. The commission shall elect from its own members a chairman, vice-chairman, secretary and treasurer, and shall adopt its own rules for the conduct of its business, including rules for notice and hearing, not inconsistent with the terms of this Act.

[Sidenote: Officers.]

[Sidenote: Rules.]

Section 2. The commission shall have the power to expend monies provided for its use as hereinafter set out and monies received from other sources, to employ professional, technical and clerical personnel, and to enter into contracts for services.

[Sidenote: Funds.]

Section 3. No member shall receive any compensation for his services on the commission, but he shall be entitled to be reimbursed from the funds of the commission for his necessary traveling and other expenses incurred in work for the commission.

[Sidenote: Compensation.]

ARTICLE IV.

Section 1. The commission shall keep minutes of all proceedings and books of account which shall be audited at least once in each calendar year and shall be open to the public. The commission shall make annual reports, showing all its receipts and disbursements, to each of the governmental units contributing to its maintenance. [Sidenote: Records, reports.]

Section 2. Funds for the commission shall be provided by the Chatham County Commissioners and the City of Savannah. The commission each year shall adopt a budget and submit it to the Chatham County Commissioners and the City of Savannah for their approval. If the Chatham County Commissioners and the City of Savannah approve said budget, then the funds necessary to meet said budget shall be provided by them as mutually agreed upon.

[Sidenote: Budget.]

ARTICLE V.

Section 1. It shall be the duty of the commission to make a master plan for the orderly growth of the district, and the residential and industrial development thereof, and to amend such plan from time to time as it may be deemed proper, and to furnish copies and recommend acceptance thereof to the county and cities involved. Such master plan, with the accompanying maps, plats, charts, and descriptive matter, shall show the commission's recommendations for the development of the district, including among other things, recommendations for the promulgation of traffic regulations of all kinds anywhere within said district, and recommendations for the punishment for violation of such regulations in the police courts of the City of Savannah and of Chatham County.

[Sidenote: Master plan.]

Section 2. Before adopting such master plan, or any part thereof, or any amendment, extension or addition thereto, the commission shall hold at least one public hearing. At least seven days' prior notice of the time and plan of each hearing shall be given by publication in a newspaper of general circulation in the district. At least

seven days' prior notice of the hearing shall be given in writing to the governing authority of the governmental unit or units involved. The adoption of this plan and of any part, amendment, extension or addition thereto, shall be by resolution of the commission carried by the affirmative two-thirds of the members.

[Sidenote: Adoption.]

Section 3. The Chatham County Commissioners and the Mayor and Aldermen of the City of Savannah shall have the right to delegate to the new commission any or all the rights now being exercised by the respective boards and commissions.

ARTICLE VI.

Section 1. The commission shall act in an advisory capacity and the adoption by the commission of the master plan or any part thereof, or any amending, extension or addition thereto, shall constitute a recommendation only and shall have no binding effect on the governing bodies of Chatham County or the City of Savannah, or any municipality within said metropolitan district.

[Sidenote: Advisory capacity.]

Section 2. Chatham County and the City of Savannah or any municipality therein, may adopt such master plan, or such part thereof, or such amendment, extension or addition thereto, as it sees fit and by such procedure as its rules may require.

- A. Upon adoption of such master plan or part thereof by any such county or municipality, such county or municipality shall not thereafter change such plan or part thereof without first referring such proposed change back to the commission for its recommendation.
[Sidenote: Changes in plan.]
- B. When a proposed change has been referred back to the commission, failure of the commission to report its recommendation with respect to such change within forty days after its receipt shall be deemed to constitute approval by the commission of such change.
- C. The recommendation of the commission with respect

Page: 2540

to a proposed change shall be advisory only and after the receipt of the commission's recommendations or its failure to report within forty days as hereinabove provided, such county or municipality may then adopt such change or not as it sees fit and by such procedure as its rules may require.

Section 3. Whenever the master plan or any part thereof, shall be adopted by said county or any municipality therein, the enforcement, within its territorial limits, of said plan or part thereof so adopted, shall rest solely with such county and municipality.

[Sidenote: Enforcement of plan.]

Section 4. The laws of this State as they are now or may hereafter be, conferring on municipalities and counties and the officers, boards and commissions thereof, powers with regard to the regulation and restriction of the height, number of stories and size of buildings and other structures, the percentage of the lot that may be occupied, the size of the yards, courts and other open spaces, the density of population, and the location and use of buildings, and all zoning laws, shall not be affected by this Act.

[Sidenote: Existing laws and regulations.]

ARTICLE VII.

Section 1. The commission and the county or the municipality participating in the master plan or any part thereof shall have authority to contract with one another for the furnishing of such services and assistance as may be necessary or proper under the provisions of this Act.

Section 2. The commission may make available the master plan or any part thereof, to other counties or municipalities whether they are located in the district or not upon such terms as may be mutually agreed upon.

Section 3. The Act to establish a traffic commission for the City of Savannah and County of Chatham, and for other purposes, as set out in Ga. L., Jan.-Feb., 1953, pp. 2429-2433, is hereby repealed in its entirety.

Section 4. The Act to establish the Chatham County Planning Board, and for other purposes, as set out in Ga. L., 1927, pp. 521 to 528, is hereby repealed in its entirety.

Section 5. This Act shall take effect immediately upon its passage and approval by the Governor or after its becoming law without such approval, and after the making of appointments in this Act provided for. When said appointments are made and this Act thereupon takes effect, the traffic commission for the City of Savannah and the County of Chatham, and the Chatham County Planning Board, shall thereupon turn over and surrender to the commission hereby created their books, records and assets.

[Sidenote: Traffic commission; Planning board.]

Section 6. Nothing herein contained shall be construed in derogation of the provisions of the Savannah District Authority Act, (Ga. L., 1951, pp. 190 to 197), nor of the powers, duties, responsibilities and authorizations given to the Savannah District Authority thereby or by any Act or Acts supplementary or amendatory thereto.

Section 7. In the event that any part or portion of said Act shall be declared to be invalid or unconstitutional, it shall not affect the validity of the remaining portions.

Section 8. All laws and parts of laws in conflict with this Act are hereby repealed.

Section 9. A copy of the notice of intention to apply for this local legislation and an affidavit showing the publication of such notice as required by law are attached hereto and made a part of this bill, and it is hereby declared that all of the requirements of the Constitution of the State of Georgia of 1945 relating to publication of notice of intention to apply for the passage of local legislation has been complied with for the enactment of this law, an affidavit of publication being attached to the enrolled copy.

Affidavit of publication attached to enrolled copy.

Approval Date: Approved March 3, 1955.

Server S | [A GALILEO Digital Initiative Database](#)

While in this database, use the Search and Help buttons below.

Georgia Legislative Documents [Search](#) [Help](#)

Content of Act/Resolution

LOCAL AND SPECIAL ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1961

ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1961

1961 Vol. 2 -- Page: 2899

Sequential Number: 229

Short Title: CHATHAM COUNTY METROPOLITAN PLANNING COMMISSION -- TERMS OF MEMBERS.

Law Number: No. 314

Origin: (House Bill No. 115).

Full Title: An Act to amend an Act establishing a metropolitan planning district for Chatham County, approved March 3, 1955 (Ga. L. 1955, p. 2535), so as to provide for limitations on service; to repeal conflicting laws; and for other purposes.

Be it enacted by the General Assembly of Georgia:

Section 1. An Act establishing a metropolitan planning district for Chatham County, approved March 3, 1955 (Ga. L. 1955, p. 2535), is hereby amended by adding at the end of section 2 of Article II of said Act the following language:

"No member shall serve more than two (2) terms of three (3) years each and in no event shall any member serve more than a total of six (6) years."

so that when so amended section 2 of Article II shall read as follows:

"Section 2. Six of the members of the commission shall be appointed by the board of commissioners of Chatham County, and one of the six members so appointed shall be from the membership of the Savannah District Authority. Of the six members so appointed, two shall be appointed for terms of one year; two for terms of two years; and two for terms of three years. Their successors shall be appointed by the Chatham County commissioners for terms of three years. No member shall serve more than two (2) terms of three (3) years each and in no event shall any member serve more than a total of six (6) years.

Section 2. Said Act is further amended by adding at the end of section 3 of Article II thereof the following language:

"No member shall serve more than two (2) terms of three (3) years each and in no event shall any member serve more than a total of six (6) years."

so that section 3 of Article II, when so amended, shall read as follows:

"Section 3. Six of the members of the commission shall be appointed by the mayor and aldermen of the City of Savannah, and one of the members so appointed shall be from the membership of the Savannah District Authority. Of the six members so appointed, two shall be appointed for terms of one year; two for terms of two years; and two for terms of three years. Their successors shall be appointed by the mayor and aldermen of the City of Savannah for terms of three years. No member shall serve more than two (2) terms of three (3) years each and in no event shall any member serve more than a total of six (6) years."

Section 3. All laws and parts of laws in conflict with this Act are hereby repealed.

State of Georgia, Chatham County.

Personally appeared before the undersigned officer, duly authorized under the laws of Georgia to administer oath, Sophia Herrell, Secretary, Savannah News-Press, Inc., who on oath deposes and says that a corporation of this State, with its principal office in the City of Savannah, and that the Savannah News-Press, Inc., publishes the Savannah Evening Press, a public gazette published daily in the City of Savannah, of general circulation, and official organ of Chatham County, Georgia, that the following:

State of Georgia, Chatham County.

Notice is hereby given of intention to introduce legislation at the 1961 session of the General Assembly of Georgia relative to the following matters:

- (a) Legislation affecting the charter of the mayor and

Page: 2901

aldermen of the City of Savannah with respect to its territorial boundaries.

- (b) Legislation affecting the mayor and aldermen of the City of Savannah and the commissioners of Chatham County with respect to the creation of a commission to study the governmental functions of said city and county and to make recommendations relative thereto.
- (c) Legislation affecting the charter of the mayor and aldermen of the City of Savannah and the commissioners of Chatham County with regard to their police forces, the consolidation of same and the creation of a metropolitan police force and a metropolitan police commission.
- (d) Legislation affecting the recorder's court of the City of Savannah, and the recorder's court of Chatham County, by providing for a consolidation of the same and the creating of a Savannah Metropolitan Recorders Court.
- (e) Legislation affecting the civil service system of Chatham County by providing for a referendum by the employees covered by such civil service as to whether or not said civil service shall be continued or discontinued.
- (f) Legislation affecting the salaries of the judges of the Municipal Court of Savannah, the clerk of the Municipal Court of Savannah, the judge of the City Court of Savannah and the coroner of Chatham County.

- (g) Other legislation affecting the charter of the mayor and aldermen of the City of Savannah and the commissioners of Chatham County.
- (h) Legislation affecting the Metropolitan Planning Commission of the City of Savannah and the County of Chatham, relative to the terms of office of the members thereof.
- (i) Legislation affecting the Savannah District Authority, relative to the terms of office of the members thereof.

/s/ Ralph L. Crawford.

/s/ Grady Dickey.

Page: 2902

has been published in said Savannah Evening Press once a week for 3 weeks, to-wit in the regular issues of December 24, 31, 1960, and January 7, 1961.

/s/ Sophia Herrell.

Sworn to and subscribed before me

this 13th day of January, 1961.

/s/ Robbie Jo Miller,

Notary Public, Chatham County, Ga.

My commission expires March 24, 1964.

(Seal).

Georgia, Fulton County.

Personally appeared before me, the undersigned authority, duly authorized to administer oaths, Honorable Ralph L. Crawford, who, on oath, deposes and says that he is Representative from Chatham County, and that the attached copy of Notice of Intention to Introduce Local Legislation was published in the Savannah News-Press, Inc., which is the official organ of said county, on the following dates: Dec. 24 and 31, 1960 and Jan. 7, 1961.

/s/ Ralph L. Crawford,

Representative,

Chatham County.

Sworn to and subscribed before me

this 16th day of January, 1961.

/s/ Amelia Smith,

Notary Public, Georgia, State at Large.

My commission expires Oct. 19, 1964.

(Seal).

Approval Date: Approved April 5, 1961.

METROPOLITAN PLANNING ORGANIZATION

MEMORANDUM OF UNDERSTANDING

FOR THE

COASTAL REGION METROPOLITAN PLANNING ORGANIZATION

BETWEEN

The Counties of Chatham and Effingham, the municipalities of Bloomingdale, Garden City, Pooler, Port Wentworth, Richmond Hill, Savannah, Thunderbolt, Tybee Island, and Vernonburg, and the agencies of the Chatham County-Savannah Metropolitan Planning Commission, the Chatham Area Transit Authority, the Georgia Ports Authority, the Savannah Airport Commission, and the Georgia Department of Transportation, in cooperation with the U.S. Department of Transportation,

RELATIVE TO

The continuing, comprehensive, cooperative regional transportation planning process known as the "Coastal Region Metropolitan Planning Organization" (CORE MPO).

I. IT IS THE INTENTION OF THE PARTIES:

That the CORE MPO is to:

1. Maintain a continuing, cooperative and comprehensive transportation planning process as defined in Title 23 USC Section 134 that explicitly regards the current surface transportation act's planning factors and focus areas and results in plans and programs consistent with comprehensively planned development of the urbanized area.
2. Update and revise the 20-year multimodal Metropolitan Transportation Plan (MTP), to create a fiscally feasible transportation system that integrates thoroughfare development, public transportation, air facilities, port facilities, rail systems, intermodal facilities, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land-use plan and overall social, economic, environmental, and energy conservation plans, goals and objectives.
3. Create a functional relationship between transportation planning and the development of cities and counties in the CORE MPO's Metropolitan Planning Area (MPA).

4. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated periodically.
5. Produce all documents and studies that are necessary to maintain a federally certified transportation planning process.

- II. **IT IS FURTHER INTENDED**, that the areas of responsibility of the aforementioned counties, municipalities, and agencies shall lie within the transportation Metropolitan Planning Area (MPA) boundary established by the CORE MPO Board and the Governor of Georgia. This area includes all of Chatham County, the portion of the 2010 Savannah Urbanized Area located in Effingham County, the City of Richmond Hill, and the portion of the 2010 Savannah Urbanized Area located in unincorporated Bryan County. At this time Bryan County has not opted to join in the CORE MPO, but this agreement can be amended to include it in the future. The MPA boundary is shown in Exhibit A, CORE MPO Metropolitan Planning Area.
- III. **IT IS FURTHER INTENDED**, that the Metropolitan Planning Organization (MPO) as designated by the Governor of Georgia is the Coastal Region Metropolitan Planning Organization (CORE MPO). The CORE MPO shall have the primary responsibility for carrying out the regional transportation planning process and of developing the planning work program, transportation plan, transportation improvement program, participation plan and other studies for the CORE MPO MPA.
- IV. **IT IS FURTHER INTENDED**, that the CORE MPO shall be coordinated by a project director who shall be the executive director (Director) of the Chatham County-Savannah Metropolitan Planning Commission or his designee, and his/her staff. Additional staff resources may be provided, upon request, from the existing staff resources of the participating agencies and governments. The Director shall coordinate all requests under the direction of the CORE MPO Board.
- V. **IT IS FURTHER INTENDED**, that the CORE MPO shall continue to function to adopt appropriate goals, work programs, and plans; and to establish the need, form, and direction of future transportation improvements in the CORE MPO MPA. The CORE MPO shall be the forum for cooperative decision-making by principal elected and appointed officials of general purpose local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the CORE MPO planning process and other involved agencies shall comprise the CORE MPO Board. The membership and duties shall be enumerated in the CORE MPO Board Bylaws. The CORE MPO Board shall have final authority in the matters of policy and plan adoption for the Coastal Region Metropolitan Planning Organization.
- VI. **IT IS FURTHER INTENDED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to ensure the involvement of all operating departments, advisory agencies, and multimodal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The technical guidance and direction of the continuing CORE MPO transportation planning process shall be furnished by

the TCC. The membership and duties shall be enumerated in the Technical Coordinating Committee Bylaws.

- VII. **IT IS FURTHER INTENDED**, that the Citizens Advisory Committee (CAC) shall continue to function as a public information and involvement committee, and shall be representative of a cross-section of the community. The CAC shall keep the CORE MPO Board informed of the community's perspective and shall also provide information to the community about transportation policies and issues. The membership and duties shall be enumerated in the Citizens Advisory Committee Bylaws.
- VIII. **IT IS FURTHER INTENDED**, that the Economic Development and Freight Advisory Committee (EDFAC) shall be established to advise the freight planning efforts of the CORE MPO and to ensure economic development is considered in identifying transportation improvement projects and setting priorities. The membership and duties shall be enumerated in the Economic Development and Freight Advisory Committee Bylaws.
- IX. **IT IS FURTHER INTENDED**, that the Advisory Committee on Accessible Transportation (ACAT) shall continue to function to advise the CORE MPO and the Chatham Area Transit Authority (CAT) on accessible transportation related policies and projects. The membership and duties shall be enumerated in the Advisory Committee on Accessible Transportation Bylaws.
- X. **IT IS FURTHER INTENDED**, that the various committees meet at significant stages in the planning process in accordance with the adopted bylaws.
- XI. **IT IS FURTHER INTENDED**, that the Georgia Department of Transportation (GDOT) shall be responsible for the following per the current planning rules of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA):
1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the CORE MPO planning process.
 2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. Said models shall be the "official" CORE MPO's travel demand models. The Department shall also provide the expertise and computer software for the above-mentioned tasks.
 3. Aid the MPO in preparation of planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates where applicable for multimodal projects in the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
 4. Provide the local agencies with current information concerning the status of planning and implementation of the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
 5. Provide funding availability and proposed project schedules for federally funded projects for use in MTP and TIP development.

6. Incorporate the adopted CORE MPO's Transportation Improvement Program (TIP) into the State Transportation Improvement Program (STIP); and coordinate with the CORE MPO's multimodal transportation plan in the development of the Statewide Transportation Plan.
7. Concurrently certify with the CORE MPO, to the FHWA and the FTA that the CORE MPO's planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable federal laws based on the federal certification review schedule (currently the MPO is certified every four years); annually certify the CORE MPO's planning process with CORE MPO in conjunction with the TIP development.
8. Provide various types of traffic count data.
9. Provide other assistance as mutually agreed upon.
10. Contribute funds under FTA Section 5303 and other programs as appropriate toward the annual budget for the CORE MPO's operations, as established by the adopted UPWP and funding agreements outlined in Exhibit B, Contribution Formula of the Coastal Region Metropolitan Planning Organization.
11. Notify CORE MPO in advance of public meetings and concept meetings as well as stakeholder meetings, provide draft concept plans before their approval, so that the information can be incorporated into the CORE MPO's plans and programs.

XII. **IT IS FURTHER INTENDED**, that the Chatham County-Savannah Metropolitan Planning Commission (MPC), only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Prepare planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates, where applicable, for multimodal projects in the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
2. Make recommendations for revisions to the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP) to conform to new planning goals, objectives, policies, or developments.
3. Prepare and publish a fiscally constrained 20-year multimodal Metropolitan Transportation Plan (MTP) that leads to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The multimodal transportation plan shall be reviewed and updated at least every five years.
4. Prepare and maintain a financially-balanced four-year multimodal Transportation Improvement Program (TIP) which will be updated annually.
5. Prepare and publish a Participation Plan (PP) which documents how the CORE MPO will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and TIPs; and meets the criteria specified in 23 CFR Part 450.
6. Prepare an annual Unified Planning Work Program (UPWP) to document planning activities and budget for the next fiscal year; in sufficient detail to indicate who will perform the work, the schedule for completion, and the products that it will produce.

7. Develop and update a Congestion Management Process (CMP) which documents the congestion areas and strategies to address them. Ensure that the CMP will be a part of the metropolitan transportation planning process and the CMP results will be considered in the development of the multimodal MTP and TIP, to the extent appropriate.
8. Update and maintain maps showing existing and proposed land use, and make appraisals of actual land use development in comparison with projections.
9. Review zoning and subdivision requests in accordance with the CORE MPO's transportation and land use plans.
10. Provide or maintain social and community development plans as they may relate to transportation needs.
11. Develop and maintain base and projected population, housing, employment, economic, vehicle, and land use data by traffic analysis zone and supply information as requested concerning special generators.
12. Periodically review traffic analysis zone boundaries and make appropriate recommendations to the Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.
13. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
14. Collect and analyze data such as traffic counts and crash statistics and distribute (if available) to the public, governmental agencies, and other parties if requested.
15. Prepare an annual performance report for the comparison of established goals in the UPWP and completed work elements.
16. Compile, maintain, and document data on existing water, air, motor freight and rail terminal and transfer facilities as identified in the UPWP.
17. Concurrently certify with the Georgia Department of Transportation, to the FHWA and the FTA that the CORE MPO's planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable federal laws based on the federal certification review schedule (currently the MPO is certified every four years); annually certify the CORE MPO's planning process with GDOT in conjunction with the TIP development.

XIII. **IT IS FURTHER INTENDED**, that the signatory counties and municipalities, within its official jurisdiction, be responsible for the following:

1. Collaborate with the continuing, cooperative and comprehensive transportation planning process of the CORE MPO.
2. Maintain records including crashes occurring on the roads and highways by location and description, and maintain these files on a current basis as provided by your policies and procedures and provide the data to the CORE MPO for analysis and reports upon request.
3. When requested, assist the CORE MPO to collect planning information within the counties and/or municipalities such as socioeconomic data, utility locations, land use

and zoning, street inventories, inventories of bicycle and pedestrian facilities, and other data as required for the metropolitan planning process.

4. Consider providing local funds for planning, scoping, preliminary engineering, right-of-way acquisition, utility and construction to leverage or match federal funds to further the implementation of the CORE MPO priorities per appropriate project framework agreement with the Georgia Department of Transportation.
5. Aid the MPO in developing planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates where applicable for the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
6. Contribute funds toward the annual budget for the CORE MPO's operations as established by the adopted UPWP and the funding contribution formula provided in Exhibit B.
7. Notify the CORE MPO in advance of public meetings and project-related neighborhood meetings and/or stakeholder meetings so that the information can be incorporated into the CORE MPO's plans and programs.

XIV. IT IS FURTHER INTENDED, that the Chatham Area Transit Authority shall:

1. Collaborate with the continuing, cooperative and comprehensive transportation planning process of the CORE MPO.
2. Make available to the CORE MPO any records, documents or information necessary to accomplish the planning objectives and to develop the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP) and the TIP.
3. Contribute funds toward the annual budget for the CORE MPO's operations as established by the adopted UPWP and the funding contribution formula provided in Exhibit B or by the MPC – CAT Inter-local agreement.
4. Notify CORE MPO in advance of public meetings and project-related neighborhood meetings and/or stakeholder meetings so that the information can be incorporated into the CORE MPO's plans and programs.

XV. IT IS FURTHER INTENDED, that the Savannah Airport Commission assist the MPO in gathering information and data relating to the planning process as may be necessary to ensure that the Savannah Airport Commission is adequately served by the CORE MPO.

Such data includes but is not limited to employment, land use, traffic, air traffic, and major street or enplanement changes.

The Savannah Airport Commission will contribute funds to support the CORE MPO's operations, as established by the adopted UPWP and the funding contribution formula provided in Exhibit B.

XVI. IT IS FURTHER INTENDED, that the Georgia Ports Authority (GPA) (non-voting member) provide or assist the MPO in gathering information and data relating to the planning process as may be necessary to ensure that GPA is adequately served by the CORE MPO.

Such data includes but is not limited to employment, traffic, projected port activity, and major street or gate changes.

XVII. IT IS FURTHER INTENDED, that:

1. The CORE MPO's planning process shall be of a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Georgia Department of Transportation and the U.S. Department of Transportation.
2. A reappraisal shall be made of the CORE MPO whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics or at least once every five (5) years.
3. The participating agencies shall cooperate in all phases of the CORE MPO's transportation planning process. Adequate and competent personnel shall be assigned to ensure development of adequate and reliable data.
4. All parties to this agreement shall have access to all study related information developed by the other agencies, including the right to make duplication thereof.

This document is a Memorandum of Understanding (inclusive of Exhibit A and Exhibit B) expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 20 day of May, 2015.

CITY OF SAVANNAH

Kohutobek FCO

Witness

[Signature]
Mayor

[Signature]
Notary Public

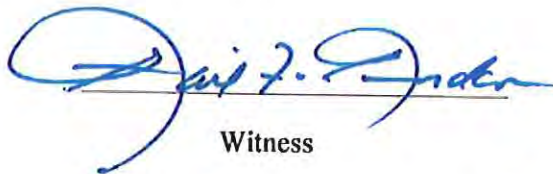


This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 8th day of May, 2015.

COUNTY OF CHATHAM


Witness


Commission Chairman


Notary Public


This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 7 day of May, 2015.

CITY OF BLOOMINGDALE

Virginia Key
Witness

[Signature]
Mayor

Diane Proudfoot

Notary Public
DIANE R. PROUDFOOT
Notary Public, Chatham County GA
My Commission Expires Sept. 25, 2016

RECEIVED
MAY 18 2015
METROPOLITAN PLANNING
COMMISSION

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.


However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

18 day of MAY, 2015. In witness whereof, the parties hereto have executed this Memorandum of Understanding, this


CITY OF GARDEN CITY



Witness



CITY MANAGER
~~Mayor~~
w/ PERMISSION



Notary Public




This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

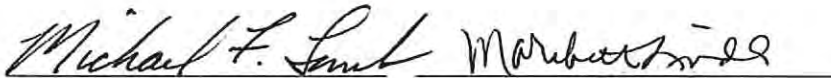
However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 4th day of May, 2015.

CITY OF POOLER

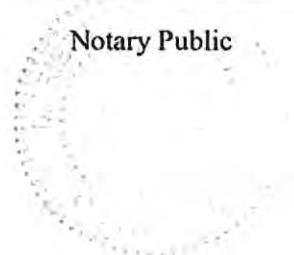


Witness



Mayor

Notary Public



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

23rd In witness whereof, the parties hereto have executed this Memorandum of Understanding, this day of April, 2015.

CITY OF PORT WENTWORTH

Shirley Clifton
Witness

G. AJ
Mayor

Miriam B. Jordan


RECEIVED
MAY 01 2015
METROPOLITAN PLANNING
COMMISSION

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 13 day of may, 2015.

TOWN OF THUNDERBOLT

Cawlin R. Nguyen

Witness

Beth E. Acette

Mayor

Ky McCafferty

Notary Public

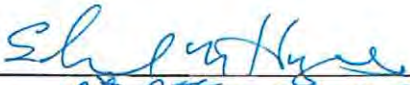


This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

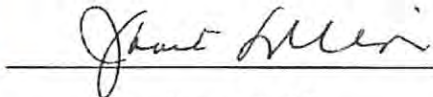
In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 23 day of April, 2015.

CITY OF TYBEE ISLAND


City Attorney, as to Form -
Witness




Mayor


Notary Public

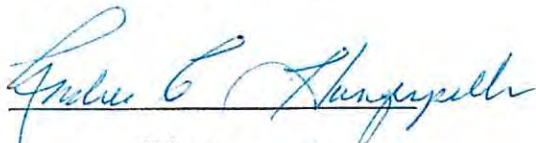
JANET R. LEVINER
Notary Public, Chatham County GA
My Commission Expires Oct 16 2016

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

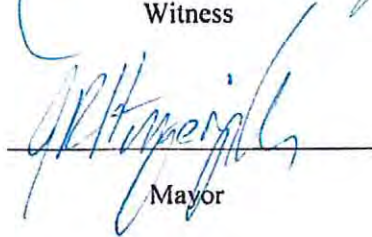
However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 11 day of May, 2015.

TOWN OF VERNONBURG



Witness



Mayor



M Burke Wimbish Nadeau
Notary Public

Chatham County
State of Georgia
My Comm. Expires 03-27-2017



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 5th day of May, 2015.

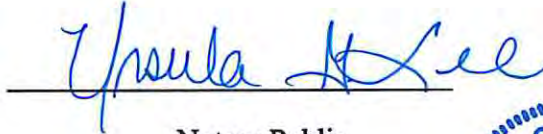
CITY OF RICHMOND HILL



Witness



Mayor



Notary Public



RECEIVED

MAY 07 2015

METROPOLITAN PLANNING
COMMISSION

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 5th day of May, 2015.

EFFINGHAM COUNTY

Toss Allen

Witness

[Signature]

Commission Chairman

S. Johnson

Notary Public



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 28 day of April, 2015.

CHATHAM COUNTY - SAVANNAH METROPOLITAN PLANNING COMMISSION

Matthew Wilko

Witness

Thomas F. Robinson *Jessie Hagan*

Executive Director

Notary Public

JESSICA HAGAN
Notary Public, Chatham County GA
My Commission Expires July 19, 2017

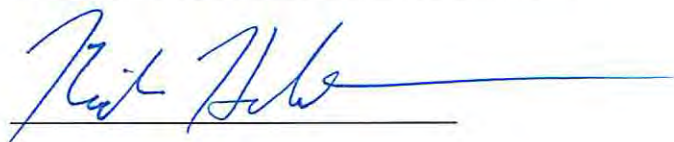


This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 25th day of Apr. 1, 2015.

CHATHAM AREA TRANSIT AUTHORITY

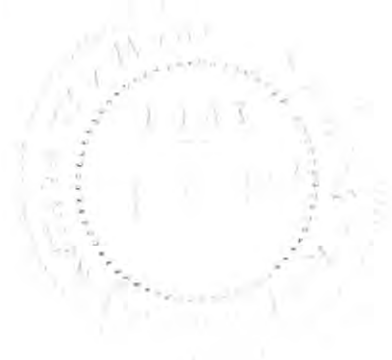


Witness

Executive Director

Notary Public
BEVERLY DUMAS
Notary Public, Chatham County GA
My Commission Expires June 3, 2018

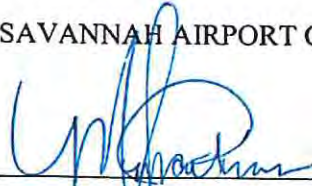


This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

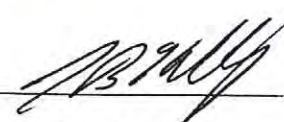
However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 7th day of May, 2015.


SAVANNAH AIRPORT COMMISSION



Witness



Executive Director



Notary Public



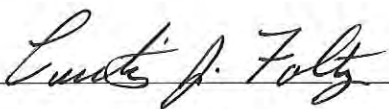
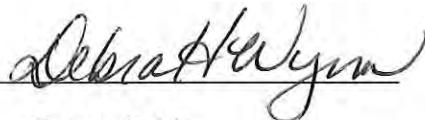
This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 15th day of May, 2015.

GEORGIA PORTS AUTHORITY


Witness

 
Executive Director Notary Public

DEBRA H. WYNN
Notary Public, Chatham County GA
My Commission Expires Sept. 29, 2018

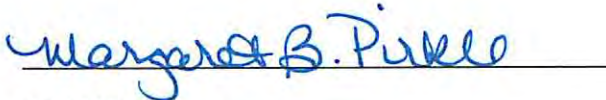


GEORGIA DEPARTMENT OF TRANSPORTATION

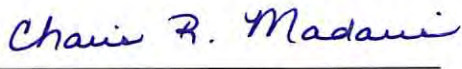
RECOMMENDED:



Director of Planning
Georgia Department of Transportation



Chief Engineer
Georgia Department of Transportation



Witness



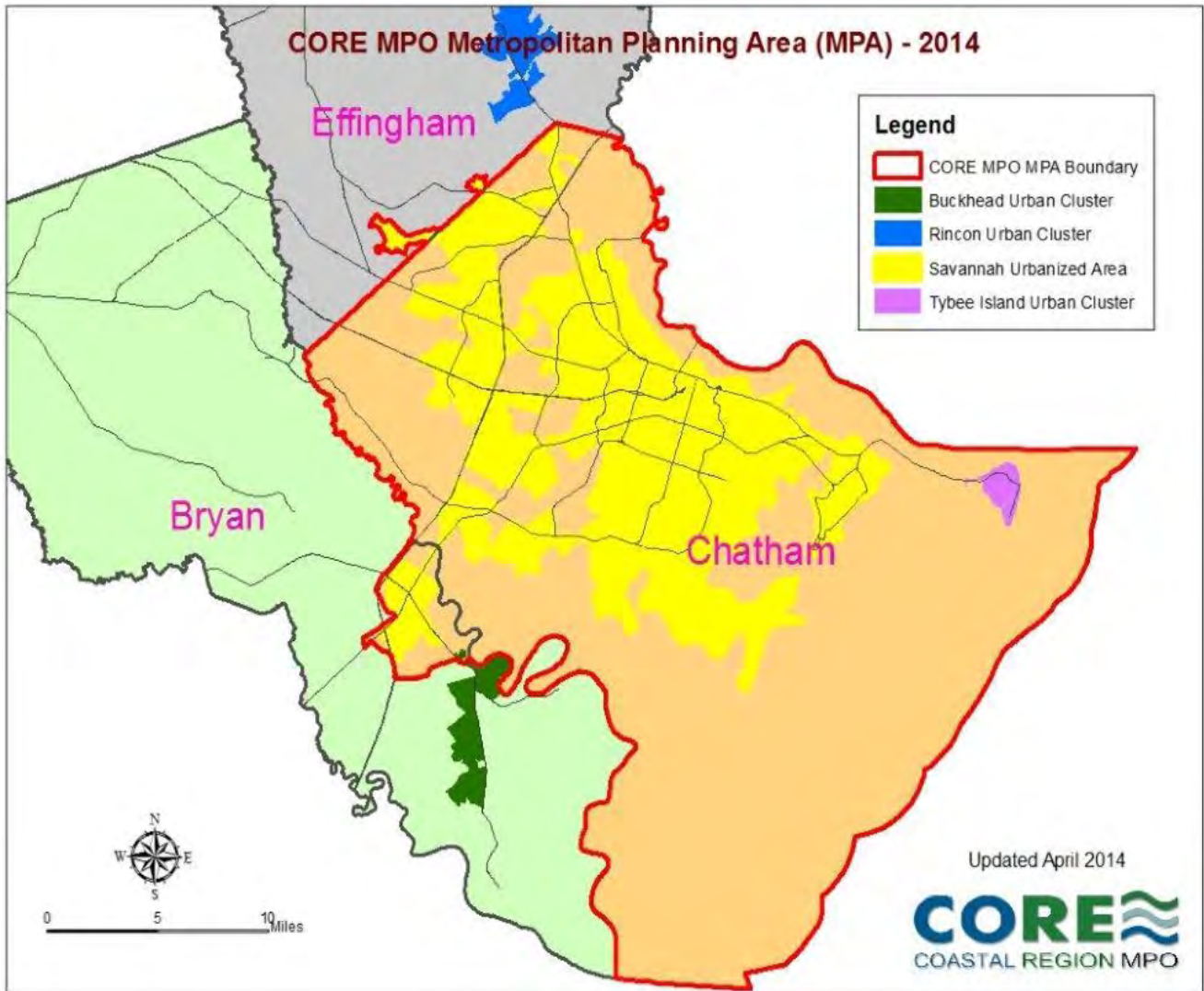
Commissioner



Notary Public



Exhibit A – Metropolitan Planning Area (MPA) Boundary of the Coastal Region Metropolitan Planning Organization (CORE MPO)



**Exhibit B – Contribution Formula of the Coastal Region
Metropolitan Planning Organization (CORE MPO)**

Exhibit B

Coastal Region Metropolitan Planning Organization Contribution Formula

The Parties agree that it is in the best interest of the public and governmental entities that the function of CORE MPO be supported. The CORE MPO's operating functions will be funded through the federal Metropolitan Planning set aside pursuant to the provisions of 23 USC §104(f), the Metropolitan Transit Planning funds pursuant to the provisions of 49 USC §5303, the federal Urban Attributable funds, and the local membership dues to match the federal grants. This Exhibit specifies the formula for membership contributions to support the CORE MPO's transportation planning process.

In general the CORE MPO's functions will be to maintain a continuing, cooperative and comprehensive transportation planning process for the Bryan – Chatham – Effingham region within the CORE MPO's MPA boundary as defined in Title 23 USC Section 134 and Section 5303 of the Federal Transit Act. The CORE MPO's detailed staff work activities and planning procedures will be outlined in the annual Unified Planning Work Program (UPWP). The CORE MPO UPWP will include detailed budget information based on the anticipated grant funding contracts with the Georgia Department of Transportation. The local match to the federal grants for MPO's operations will be based on the UPWP budget. The local matching funds will be funded by the Parties based upon a formula as described herein. The population component of the formula will be based on the 2010 decennial census population information. The formula for dues will be as follows:

The total local funds contribution will be the dollar amount approved by the CORE MPO in the Unified Planning Work Program (and budget) annually.

1. The amount of each member's contribution would be a base of \$1,000 plus a proportion based upon population. Counties would contribute based upon their unincorporated population plus 25% of the municipalities' population. Municipalities' proportional contribution would be based upon 75% of their population. Authorities would contribute a fixed amount based upon the 70th percentile of the counties and municipalities contributions. The Authorities share and the total of the \$1,000 base amounts would be subtracted from total local fund contribution amount before applying the proportional population calculation for the county or each municipality. The Georgia Department of Transportation, the Georgia Ports Authority, the Economic Development and Freight, Citizens and Accessible Transportation Advisory groups and the Chatham County – Savannah Metropolitan Planning Commission members will not be assessed dues.
2. Invoices will be sent out to members after the approval of the Unified Planning Work Program each year and payment will be due by June 30.

2010 Census CORE MPO Planning Area Population

| Jurisdiction/Agency* | Population | Percent of MPA Population | |
|--------------------------------------|----------------|---------------------------|--|
| Richmond Hill | 9,281 | 3.36% | |
| Unincorporated Bryan County in MPA | 542 | 0.20% | |
| Bloomington | 2,713 | 0.98% | |
| Garden City | 8,778 | 3.18% | |
| Pooler | 19,140 | 6.92% | |
| Port Wentworth | 5,359 | 1.94% | |
| Savannah | 136,286 | 49.31% | |
| Thunderbolt | 2,668 | 0.97% | |
| Tybee Island | 2,990 | 1.08% | |
| Vernonburg | 122 | 0.04% | |
| Unincorporated Chatham County | 87,072 | 31.50% | |
| Effingham County within Savannah UZA | 1,455 | 0.53% | |
| Total CORE MPO MPA Population | 276,406 | 100.00% | |
| Chatham Area Transit | N/A | | |
| Savannah Airport Commission | N/A | | |
| Georgia Ports Authority | N/A | | |

*At this time Bryan County has not opted to join in the CORE MPO, but this agreement can be amended to include it in the future.

METROPOLITAN PLANNING ORGANIZATION

MEMORANDUM OF UNDERSTANDING

FOR THE

COASTAL REGION METROPOLITAN PLANNING ORGANIZATION

BETWEEN

The Counties of Chatham and Effingham, the municipalities of Bloomingdale, Garden City, Pooler, Port Wentworth, Richmond Hill, Savannah, Thunderbolt, Tybee Island, and Vernonburg, and the agencies of the Chatham County-Savannah Metropolitan Planning Commission, the Chatham Area Transit Authority, the Georgia Ports Authority, the Savannah Airport Commission, and the Georgia Department of Transportation, in cooperation with the U.S. Department of Transportation,

RELATIVE TO

The continuing, comprehensive, cooperative regional transportation planning process known as the "Coastal Region Metropolitan Planning Organization" (CORE MPO).

I. IT IS THE INTENTION OF THE PARTIES:

That the CORE MPO is to:

1. Maintain a continuing, cooperative and comprehensive transportation planning process as defined in Title 23 USC Section 134 that explicitly regards the current surface transportation act's planning factors and focus areas and results in plans and programs consistent with comprehensively planned development of the urbanized area.
2. Update and revise the 20-year multimodal Metropolitan Transportation Plan (MTP), to create a fiscally feasible transportation system that integrates thoroughfare development, public transportation, air facilities, port facilities, rail systems, intermodal facilities, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land-use plan and overall social, economic, environmental, and energy conservation plans, goals and objectives.
3. Create a functional relationship between transportation planning and the development of cities and counties in the CORE MPO's Metropolitan Planning Area (MPA).

4. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated periodically.
5. Produce all documents and studies that are necessary to maintain a federally certified transportation planning process.

- II. **IT IS FURTHER INTENDED**, that the areas of responsibility of the aforementioned counties, municipalities, and agencies shall lie within the transportation Metropolitan Planning Area (MPA) boundary established by the CORE MPO Board and the Governor of Georgia. This area includes all of Chatham County, the portion of the 2010 Savannah Urbanized Area located in Effingham County, the City of Richmond Hill, and the portion of the 2010 Savannah Urbanized Area located in unincorporated Bryan County. At this time Bryan County has not opted to join in the CORE MPO, but this agreement can be amended to include it in the future. The MPA boundary is shown in Exhibit A, CORE MPO Metropolitan Planning Area.
- III. **IT IS FURTHER INTENDED**, that the Metropolitan Planning Organization (MPO) as designated by the Governor of Georgia is the Coastal Region Metropolitan Planning Organization (CORE MPO). The CORE MPO shall have the primary responsibility for carrying out the regional transportation planning process and of developing the planning work program, transportation plan, transportation improvement program, participation plan and other studies for the CORE MPO MPA.
- IV. **IT IS FURTHER INTENDED**, that the CORE MPO shall be coordinated by a project director who shall be the executive director (Director) of the Chatham County-Savannah Metropolitan Planning Commission or his designee, and his/her staff. Additional staff resources may be provided, upon request, from the existing staff resources of the participating agencies and governments. The Director shall coordinate all requests under the direction of the CORE MPO Board.
- V. **IT IS FURTHER INTENDED**, that the CORE MPO shall continue to function to adopt appropriate goals, work programs, and plans; and to establish the need, form, and direction of future transportation improvements in the CORE MPO MPA. The CORE MPO shall be the forum for cooperative decision-making by principal elected and appointed officials of general purpose local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the CORE MPO planning process and other involved agencies shall comprise the CORE MPO Board. The membership and duties shall be enumerated in the CORE MPO Board Bylaws. The CORE MPO Board shall have final authority in the matters of policy and plan adoption for the Coastal Region Metropolitan Planning Organization.
- VI. **IT IS FURTHER INTENDED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to ensure the involvement of all operating departments, advisory agencies, and multimodal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The technical guidance and direction of the continuing CORE MPO transportation planning process shall be furnished by

the TCC. The membership and duties shall be enumerated in the Technical Coordinating Committee Bylaws.

- VII. **IT IS FURTHER INTENDED**, that the Citizens Advisory Committee (CAC) shall continue to function as a public information and involvement committee, and shall be representative of a cross-section of the community. The CAC shall keep the CORE MPO Board informed of the community's perspective and shall also provide information to the community about transportation policies and issues. The membership and duties shall be enumerated in the Citizens Advisory Committee Bylaws.
- VIII. **IT IS FURTHER INTENDED**, that the Economic Development and Freight Advisory Committee (EDFAC) shall be established to advise the freight planning efforts of the CORE MPO and to ensure economic development is considered in identifying transportation improvement projects and setting priorities. The membership and duties shall be enumerated in the Economic Development and Freight Advisory Committee Bylaws.
- IX. **IT IS FURTHER INTENDED**, that the Advisory Committee on Accessible Transportation (ACAT) shall continue to function to advise the CORE MPO and the Chatham Area Transit Authority (CAT) on accessible transportation related policies and projects. The membership and duties shall be enumerated in the Advisory Committee on Accessible Transportation Bylaws.
- X. **IT IS FURTHER INTENDED**, that the various committees meet at significant stages in the planning process in accordance with the adopted bylaws.
- XI. **IT IS FURTHER INTENDED**, that the Georgia Department of Transportation (GDOT) shall be responsible for the following per the current planning rules of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA):
1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the CORE MPO planning process.
 2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. Said models shall be the "official" CORE MPO's travel demand models. The Department shall also provide the expertise and computer software for the above-mentioned tasks.
 3. Aid the MPO in preparation of planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates where applicable for multimodal projects in the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
 4. Provide the local agencies with current information concerning the status of planning and implementation of the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
 5. Provide funding availability and proposed project schedules for federally funded projects for use in MTP and TIP development.

6. Incorporate the adopted CORE MPO's Transportation Improvement Program (TIP) into the State Transportation Improvement Program (STIP); and coordinate with the CORE MPO's multimodal transportation plan in the development of the Statewide Transportation Plan.
7. Concurrently certify with the CORE MPO, to the FHWA and the FTA that the CORE MPO's planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable federal laws based on the federal certification review schedule (currently the MPO is certified every four years); annually certify the CORE MPO's planning process with CORE MPO in conjunction with the TIP development.
8. Provide various types of traffic count data.
9. Provide other assistance as mutually agreed upon.
10. Contribute funds under FTA Section 5303 and other programs as appropriate toward the annual budget for the CORE MPO's operations, as established by the adopted UPWP and funding agreements outlined in Exhibit B, Contribution Formula of the Coastal Region Metropolitan Planning Organization.
11. Notify CORE MPO in advance of public meetings and concept meetings as well as stakeholder meetings, provide draft concept plans before their approval, so that the information can be incorporated into the CORE MPO's plans and programs.

XII. **IT IS FURTHER INTENDED**, that the Chatham County-Savannah Metropolitan Planning Commission (MPC), only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Prepare planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates, where applicable, for multimodal projects in the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
2. Make recommendations for revisions to the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP) to conform to new planning goals, objectives, policies, or developments.
3. Prepare and publish a fiscally constrained 20-year multimodal Metropolitan Transportation Plan (MTP) that leads to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The multimodal transportation plan shall be reviewed and updated at least every five years.
4. Prepare and maintain a financially-balanced four-year multimodal Transportation Improvement Program (TIP) which will be updated annually.
5. Prepare and publish a Participation Plan (PP) which documents how the CORE MPO will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and TIPs; and meets the criteria specified in 23 CFR Part 450.
6. Prepare an annual Unified Planning Work Program (UPWP) to document planning activities and budget for the next fiscal year; in sufficient detail to indicate who will perform the work, the schedule for completion, and the products that it will produce.

7. Develop and update a Congestion Management Process (CMP) which documents the congestion areas and strategies to address them. Ensure that the CMP will be a part of the metropolitan transportation planning process and the CMP results will be considered in the development of the multimodal MTP and TIP, to the extent appropriate.
8. Update and maintain maps showing existing and proposed land use, and make appraisals of actual land use development in comparison with projections.
9. Review zoning and subdivision requests in accordance with the CORE MPO's transportation and land use plans.
10. Provide or maintain social and community development plans as they may relate to transportation needs.
11. Develop and maintain base and projected population, housing, employment, economic, vehicle, and land use data by traffic analysis zone and supply information as requested concerning special generators.
12. Periodically review traffic analysis zone boundaries and make appropriate recommendations to the Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.
13. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
14. Collect and analyze data such as traffic counts and crash statistics and distribute (if available) to the public, governmental agencies, and other parties if requested.
15. Prepare an annual performance report for the comparison of established goals in the UPWP and completed work elements.
16. Compile, maintain, and document data on existing water, air, motor freight and rail terminal and transfer facilities as identified in the UPWP.
17. Concurrently certify with the Georgia Department of Transportation, to the FHWA and the FTA that the CORE MPO's planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable federal laws based on the federal certification review schedule (currently the MPO is certified every four years); annually certify the CORE MPO's planning process with GDOT in conjunction with the TIP development.

XIII. **IT IS FURTHER INTENDED**, that the signatory counties and municipalities, within its official jurisdiction, be responsible for the following:

1. Collaborate with the continuing, cooperative and comprehensive transportation planning process of the CORE MPO.
2. Maintain records including crashes occurring on the roads and highways by location and description, and maintain these files on a current basis as provided by your policies and procedures and provide the data to the CORE MPO for analysis and reports upon request.
3. When requested, assist the CORE MPO to collect planning information within the counties and/or municipalities such as socioeconomic data, utility locations, land use

and zoning, street inventories, inventories of bicycle and pedestrian facilities, and other data as required for the metropolitan planning process.

4. Consider providing local funds for planning, scoping, preliminary engineering, right-of-way acquisition, utility and construction to leverage or match federal funds to further the implementation of the CORE MPO priorities per appropriate project framework agreement with the Georgia Department of Transportation.
5. Aid the MPO in developing planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates where applicable for the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
6. Contribute funds toward the annual budget for the CORE MPO's operations as established by the adopted UPWP and the funding contribution formula provided in Exhibit B.
7. Notify the CORE MPO in advance of public meetings and project-related neighborhood meetings and/or stakeholder meetings so that the information can be incorporated into the CORE MPO's plans and programs.

XIV. IT IS FURTHER INTENDED, that the Chatham Area Transit Authority shall:

1. Collaborate with the continuing, cooperative and comprehensive transportation planning process of the CORE MPO.
2. Make available to the CORE MPO any records, documents or information necessary to accomplish the planning objectives and to develop the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP) and the TIP.
3. Contribute funds toward the annual budget for the CORE MPO's operations as established by the adopted UPWP and the funding contribution formula provided in Exhibit B or by the MPC – CAT Inter-local agreement.
4. Notify CORE MPO in advance of public meetings and project-related neighborhood meetings and/or stakeholder meetings so that the information can be incorporated into the CORE MPO's plans and programs.

XV. IT IS FURTHER INTENDED, that the Savannah Airport Commission assist the MPO in gathering information and data relating to the planning process as may be necessary to ensure that the Savannah Airport Commission is adequately served by the CORE MPO.

Such data includes but is not limited to employment, land use, traffic, air traffic, and major street or enplanement changes.

The Savannah Airport Commission will contribute funds to support the CORE MPO's operations, as established by the adopted UPWP and the funding contribution formula provided in Exhibit B.

XVI. IT IS FURTHER INTENDED, that the Georgia Ports Authority (GPA) (non-voting member) provide or assist the MPO in gathering information and data relating to the planning process as may be necessary to ensure that GPA is adequately served by the CORE MPO.

Such data includes but is not limited to employment, traffic, projected port activity, and major street or gate changes.

XVII. IT IS FURTHER INTENDED, that:

1. The CORE MPO's planning process shall be of a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Georgia Department of Transportation and the U.S. Department of Transportation.
2. A reappraisal shall be made of the CORE MPO whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics or at least once every five (5) years.
3. The participating agencies shall cooperate in all phases of the CORE MPO's transportation planning process. Adequate and competent personnel shall be assigned to ensure development of adequate and reliable data.
4. All parties to this agreement shall have access to all study related information developed by the other agencies, including the right to make duplication thereof.

This document is a Memorandum of Understanding (inclusive of Exhibit A and Exhibit B) expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 20 day of May, 2015.

CITY OF SAVANNAH

Kohutobek FCO

Witness

[Signature]
Mayor

[Signature]
Notary Public

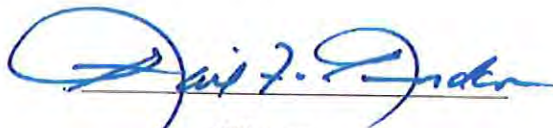


This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

8th In witness whereof, the parties hereto have executed this Memorandum of Understanding, this day of May, 2015.

COUNTY OF CHATHAM


Witness


Commission Chairman


Notary Public



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 7 day of May, 2015.

CITY OF BLOOMINGDALE

Virginia Key
Witness

[Signature]
Mayor

Diane Proudfoot

Notary Public
DIANE R. PROUDFOOT
Notary Public, Chatham County GA
My Commission Expires Sept. 25, 2016

RECEIVED
MAY 18 2015
METROPOLITAN PLANNING
COMMISSION

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.


However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

18 day of MAY, 2015. In witness whereof, the parties hereto have executed this Memorandum of Understanding, this


CITY OF GARDEN CITY



Witness



CITY MANAGER
~~Mayor~~
w/ PERMISSION



Notary Public



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

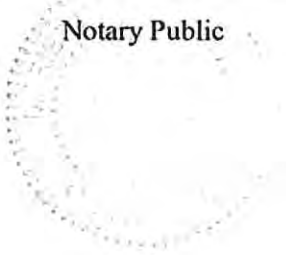
However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 4th day of May, 2015.

CITY OF POOLER

Michelle L. Jay
Witness

Michael F. Lamb Maribeth S. Sidel
Mayor Notary Public



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

23rd In witness whereof, the parties hereto have executed this Memorandum of Understanding, this April day of _____, 2015.

CITY OF PORT WENTWORTH

Shirley Clifton
Witness

G. AJ
Mayor

Miriam B. Jordan


RECEIVED
MAY 01 2015
METROPOLITAN PLANNING
COMMISSION

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 13 day of may, 2015.

TOWN OF THUNDERBOLT

Candice R. Nguyen

Witness

Beth E. Acette

Mayor

Ky McCafferty

Notary Public

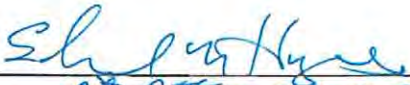


This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

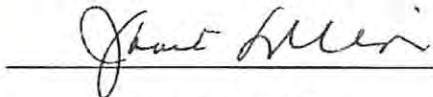
In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 23 day of April, 2015.

CITY OF TYBEE ISLAND


City Attorney, as to Form -
Witness




Mayor


Notary Public

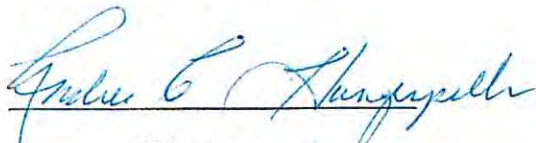
JANET R. LEVINER
Notary Public, Chatham County GA
My Commission Expires Oct 16 2016

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

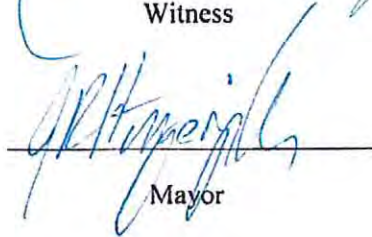
However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 11 day of May, 2015.

TOWN OF VERNONBURG



Witness



Mayor



M Burke Wimbish Nadeau
Notary Public

Chatham County
State of Georgia
My Comm. Expires 03-27-2017



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 5th day of May, 2015.

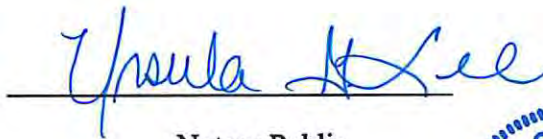
CITY OF RICHMOND HILL



Witness



Mayor



Notary Public



RECEIVED

MAY 07 2015

METROPOLITAN PLANNING
COMMISSION

This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 5th day of May, 2015.

EFFINGHAM COUNTY

Toss Allen

Witness

[Signature]

Commission Chairman

S. Johnson

Notary Public



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 28 day of April, 2015.

CHATHAM COUNTY - SAVANNAH METROPOLITAN PLANNING COMMISSION

Matthew Wilko

Witness

Thomas F. Robinson *Jessie Hagan*

Executive Director

Notary Public

JESSICA HAGAN
Notary Public, Chatham County GA
My Commission Expires July 19, 2017



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 25th day of Apr. 1, 2015.

CHATHAM AREA TRANSIT AUTHORITY

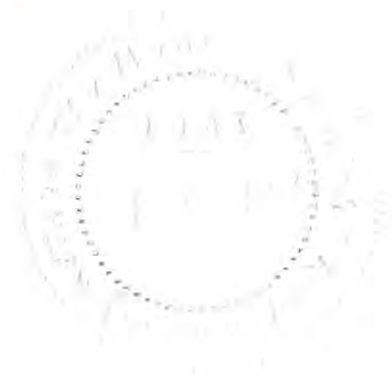


Witness



Executive Director

Notary Public
BEVERLY DUMAS
Notary Public, Chatham County GA
My Commission Expires June 3, 2018

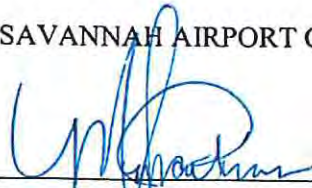


This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

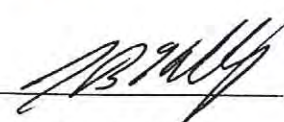
However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 7th day of May, 2015.


SAVANNAH AIRPORT COMMISSION



Witness



Executive Director



Notary Public



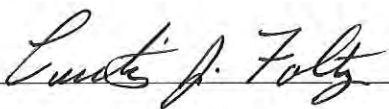
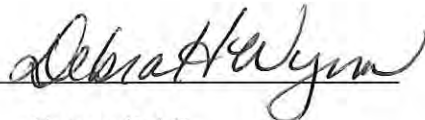
This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 15th day of May, 2015.

GEORGIA PORTS AUTHORITY


Witness

 
Executive Director Notary Public

DEBRA H. WYNN
Notary Public, Chatham County GA
My Commission Expires Sept. 29, 2018

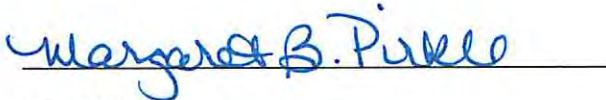


GEORGIA DEPARTMENT OF TRANSPORTATION

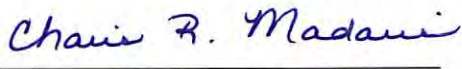
RECOMMENDED:



Director of Planning
Georgia Department of Transportation



Chief Engineer
Georgia Department of Transportation



Witness



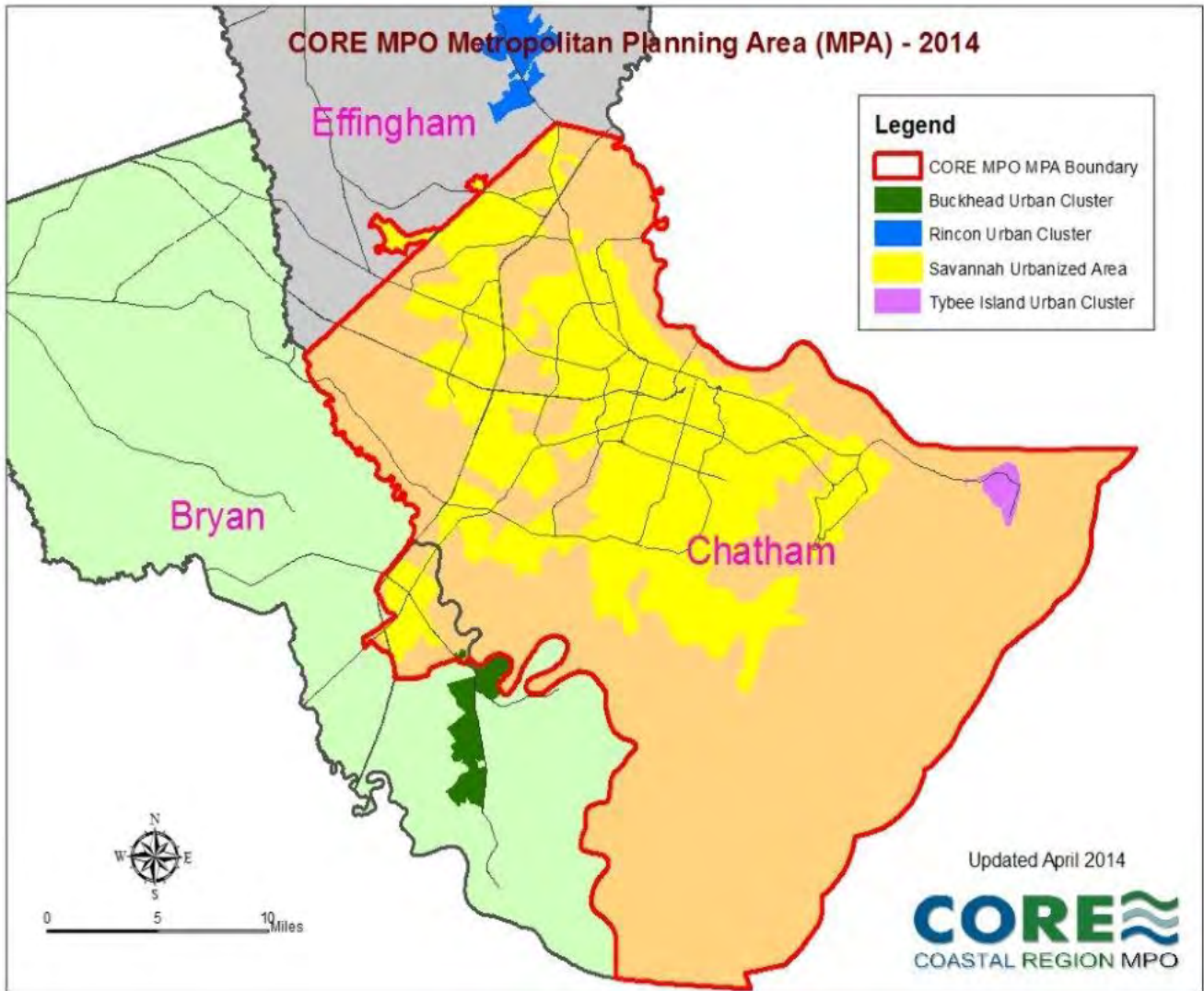
Commissioner



Notary Public



Exhibit A – Metropolitan Planning Area (MPA) Boundary of the Coastal Region Metropolitan Planning Organization (CORE MPO)



**Exhibit B – Contribution Formula of the Coastal Region
Metropolitan Planning Organization (CORE MPO)**

Exhibit B

Coastal Region Metropolitan Planning Organization Contribution Formula

The Parties agree that it is in the best interest of the public and governmental entities that the function of CORE MPO be supported. The CORE MPO's operating functions will be funded through the federal Metropolitan Planning set aside pursuant to the provisions of 23 USC §104(f), the Metropolitan Transit Planning funds pursuant to the provisions of 49 USC §5303, the federal Urban Attributable funds, and the local membership dues to match the federal grants. This Exhibit specifies the formula for membership contributions to support the CORE MPO's transportation planning process.

In general the CORE MPO's functions will be to maintain a continuing, cooperative and comprehensive transportation planning process for the Bryan – Chatham – Effingham region within the CORE MPO's MPA boundary as defined in Title 23 USC Section 134 and Section 5303 of the Federal Transit Act. The CORE MPO's detailed staff work activities and planning procedures will be outlined in the annual Unified Planning Work Program (UPWP). The CORE MPO UPWP will include detailed budget information based on the anticipated grant funding contracts with the Georgia Department of Transportation. The local match to the federal grants for MPO's operations will be based on the UPWP budget. The local matching funds will be funded by the Parties based upon a formula as described herein. The population component of the formula will be based on the 2010 decennial census population information. The formula for dues will be as follows:

The total local funds contribution will be the dollar amount approved by the CORE MPO in the Unified Planning Work Program (and budget) annually.

1. The amount of each member's contribution would be a base of \$1,000 plus a proportion based upon population. Counties would contribute based upon their unincorporated population plus 25% of the municipalities' population. Municipalities' proportional contribution would be based upon 75% of their population. Authorities would contribute a fixed amount based upon the 70th percentile of the counties and municipalities contributions. The Authorities share and the total of the \$1,000 base amounts would be subtracted from total local fund contribution amount before applying the proportional population calculation for the county or each municipality. The Georgia Department of Transportation, the Georgia Ports Authority, the Economic Development and Freight, Citizens and Accessible Transportation Advisory groups and the Chatham County – Savannah Metropolitan Planning Commission members will not be assessed dues.
2. Invoices will be sent out to members after the approval of the Unified Planning Work Program each year and payment will be due by June 30.

2010 Census CORE MPO Planning Area Population

| Jurisdiction/Agency* | Population | Percent of MPA Population | |
|--------------------------------------|----------------|---------------------------|--|
| Richmond Hill | 9,281 | 3.36% | |
| Unincorporated Bryan County in MPA | 542 | 0.20% | |
| Bloomingtondale | 2,713 | 0.98% | |
| Garden City | 8,778 | 3.18% | |
| Pooler | 19,140 | 6.92% | |
| Port Wentworth | 5,359 | 1.94% | |
| Savannah | 136,286 | 49.31% | |
| Thunderbolt | 2,668 | 0.97% | |
| Tybee Island | 2,990 | 1.08% | |
| Vernonburg | 122 | 0.04% | |
| Unincorporated Chatham County | 87,072 | 31.50% | |
| Effingham County within Savannah UZA | 1,455 | 0.53% | |
| Total CORE MPO MPA Population | 276,406 | 100.00% | |
| Chatham Area Transit | N/A | | |
| Savannah Airport Commission | N/A | | |
| Georgia Ports Authority | N/A | | |

*At this time Bryan County has not opted to join in the CORE MPO, but this agreement can be amended to include it in the future.

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 18, 2015

Rodney Barry, P.E.
Division Administrator
Federal Highway Administration, Georgia Division
61 Forsyth Street, Suite 17T100
Atlanta, Georgia 30334

Subject: Amendment of the Coastal Region MPO, Revised Planning Area Boundaries

Dear Mr. Barry:

Per provisions of CFR Title 23, Section 450.312(a), *Metropolitan Planning Area Boundaries*, attached is a copy of the amended and approved study area boundary of the Coastal Region MPO, for your information and record.

CFR Section 450.312(a) states: "... the boundaries of a metropolitan planning area shall be determined by agreement between the metropolitan planning organization and the governor." Through a resolution, the Coastal Region MPO Policy Committee passed the amended MPO area boundary. The resolution was forwarded to the governor and has been approved. Accordingly, we are forwarding a copy of the approved boundary for your record. If you have any questions please feel free to contact me at 404-631-1747.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia L. VanDyke".

Cynthia VanDyke
State Transportation Planning Administrator

CLV:acl

CC:

Jay Roberts, Director of Planning
Tom Thomson, Executive Director of the Chatham County-Savannah Planning Commission
Robert Rogers, Assistant Administrator for the Office of Financial Management
Read file

Attachments

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

May 27, 2015

The Honorable Nathan Deal
Governor, State of Georgia
State Capitol, Room 203
Atlanta, Georgia 30334

Re: Coastal Region MPO, Revised Metropolitan Planning Area Boundary

Dear Governor Deal:

Attached is a resolution passed by the Coastal Region MPO Policy Committee, amending the boundaries of their Metropolitan Planning Area/Urbanized Area Boundaries on May 15, 2015. The boundary has been amended in order to include regions which the Coastal Region MPO anticipates becoming "urbanized" in the next twenty years.

Attached to this letter you will find a map titled "CORE MPO Metropolitan Planning Area (MPA)-2014", which shows the Coastal Region MPO boundary. The MPO Boundary is shown on this map in yellow and the proposed urbanized area is outlined with red.

In accordance with CFR Title 23, Section 450.312(a) we respectfully request your approval of the proposed boundary change. If you have any questions, please feel free to call Cindy VanDyke, State Transportation Planning Administrator at 404-631-1747.

Sincerely,

Jay Roberts
Director of Planning

Approved: _____

Nathan Deal, Governor

2 June 15
Date

JR:CLV:acl

Attachment



METROPOLITAN PLANNING ORGANIZATION

**Resolution to Adopt the Revised Metropolitan Planning Area of
the Coastal Region Metropolitan Planning Organization,
to Adopt the Revised Bylaws,
and to Submit the Reapportionment Package to the Georgia Department of Transportation**

WHEREAS, the Coastal Region Metropolitan Planning Organization (CORE MPO) has been designated by the Governor of Georgia as the Metropolitan Planning Organization (MPO) for the Savannah Urbanized Area (UZA) in accordance with federal requirements of Title 23, Section 134 of the United States Code to have a cooperative, comprehensive and continuing transportation planning process; and

WHEREAS, CORE MPO is mandated by 23 CFR 450.312 to adopt in agreement with the Governor of Georgia, a Metropolitan Planning Area (MPA) that shall encompass the entire existing Savannah UZA plus the contiguous areas expected to become urbanized within a 20-year forecast period; and

WHEREAS, the Georgia Department of Transportation (GDOT) in cooperation with CORE MPO, has conducted a review of the CORE MPO MPA to include all of Chatham County, the portions of Bryan County and Effingham County located within the Savannah UZA and the connecting areas in Bryan County (as presented on the attached map); and


WHEREAS, CORE MPO has updated the Memorandum of Understanding (MOU) to reflect the changes incurred by the revised MPA, and the MOU has been executed by the participating local governmental entities and modal agencies (as attached in the reapportionment package); and

WHEREAS, CORE MPO has updated the Bylaws to reflect the changes incurred by the revised MPA and other desired revisions (as attached in the reapportionment package).

NOW, THEREFORE, BE IT RESOLVED THAT, the Coastal Region Metropolitan Planning Organization adopt the revised Metropolitan Planning Area as presented on the attached map, adopt the revised Bylaws and authorize the Chairman to execute the MOU as attached in the reapportionment package, and authorize the CORE MPO to submit the reapportionment package to the Georgia Department of Transportation to take the necessary steps to update the CORE MPO MPA map and execute the updated Memorandum of Understanding.

CERTIFICATION

I hereby certify that the above is a true and correct copy of a resolution adopted by the Coastal Region Metropolitan Planning Organization Board at a meeting held on May 15, 2015.

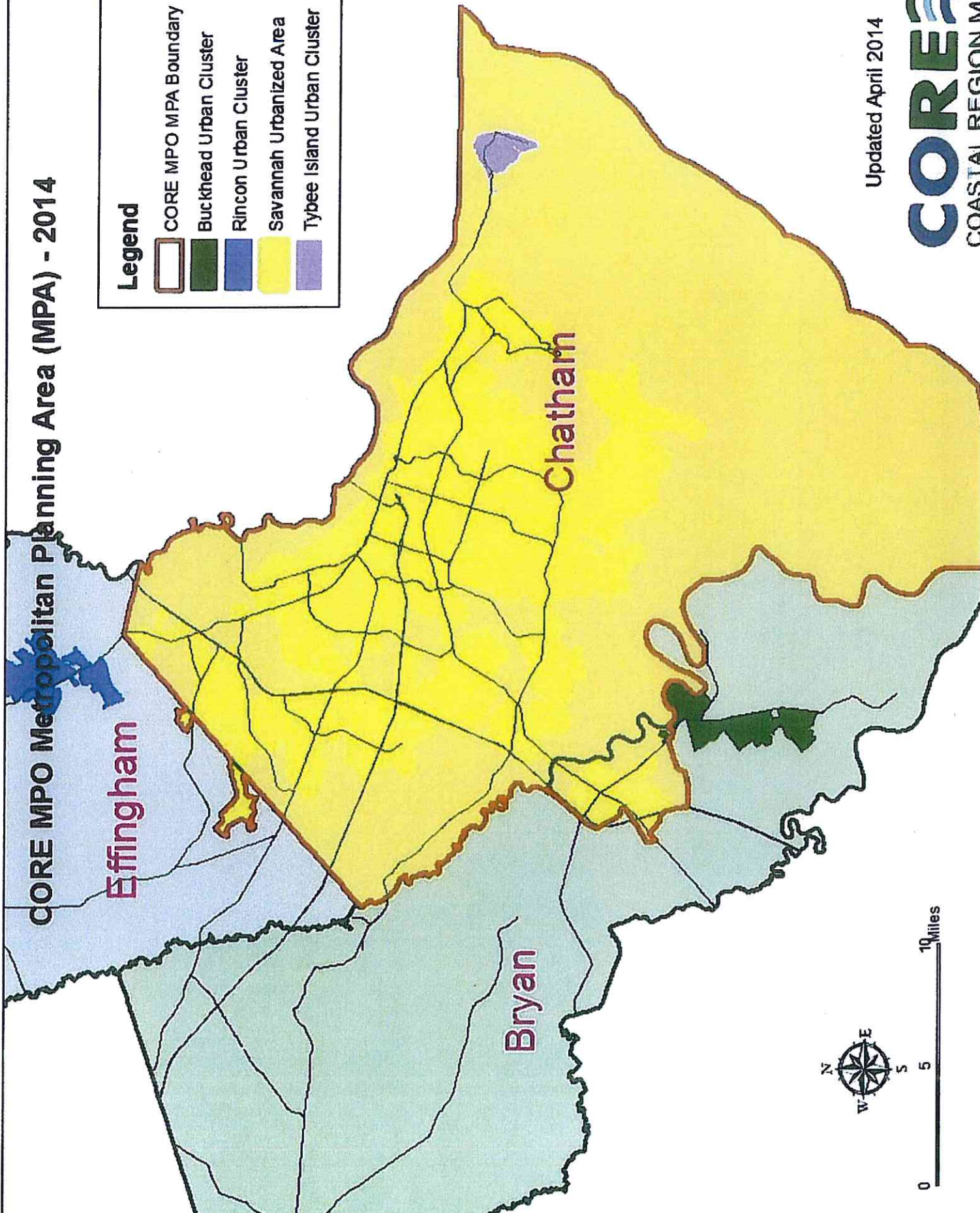


Albert J. Scott, Chairman
Coastal Region Metropolitan Planning Organization

CORE MPO Metropolitan Planning Area (MPA) - 2014

Legend

- CORE MPO MPA Boundary
- Buckhead Urban Cluster
- Rincon Urban Cluster
- Savannah Urbanized Area
- Tybee Island Urban Cluster



Updated April 2014

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 18, 2015

Rodney Barry, P.E.
Division Administrator
Federal Highway Administration, Georgia Division
61 Forsyth Street, Suite 17T100
Atlanta, Georgia 30334

Subject: Amendment of the Coastal Region MPO, Revised Planning Area Boundaries

Dear Mr. Barry:

Per provisions of CFR Title 23, Section 450.312(a), *Metropolitan Planning Area Boundaries*, attached is a copy of the amended and approved study area boundary of the Coastal Region MPO, for your information and record.

CFR Section 450.312(a) states: "... the boundaries of a metropolitan planning area shall be determined by agreement between the metropolitan planning organization and the governor." Through a resolution, the Coastal Region MPO Policy Committee passed the amended MPO area boundary. The resolution was forwarded to the governor and has been approved. Accordingly, we are forwarding a copy of the approved boundary for your record. If you have any questions please feel free to contact me at 404-631-1747.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia L. VanDyke".

Cynthia VanDyke
State Transportation Planning Administrator

CLV:acl

CC:

Jay Roberts, Director of Planning
Tom Thomson, Executive Director of the Chatham County-Savannah Planning Commission
Robert Rogers, Assistant Administrator for the Office of Financial Management
Read file

Attachments

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

May 27, 2015

The Honorable Nathan Deal
Governor, State of Georgia
State Capitol, Room 203
Atlanta, Georgia 30334

Re: Coastal Region MPO, Revised Metropolitan Planning Area Boundary

Dear Governor Deal:

Attached is a resolution passed by the Coastal Region MPO Policy Committee, amending the boundaries of their Metropolitan Planning Area/Urbanized Area Boundaries on May 15, 2015. The boundary has been amended in order to include regions which the Coastal Region MPO anticipates becoming "urbanized" in the next twenty years.

Attached to this letter you will find a map titled "CORE MPO Metropolitan Planning Area (MPA)-2014", which shows the Coastal Region MPO boundary. The MPO Boundary is shown on this map in yellow and the proposed urbanized area is outlined with red.

In accordance with CFR Title 23, Section 450.312(a) we respectfully request your approval of the proposed boundary change. If you have any questions, please feel free to call Cindy VanDyke, State Transportation Planning Administrator at 404-631-1747.

Sincerely,

Jay Roberts
Director of Planning

Approved: _____

Nathan Deal, Governor

2 June 15
Date

JR:CLV:acl

Attachment



METROPOLITAN PLANNING ORGANIZATION

**Resolution to Adopt the Revised Metropolitan Planning Area of
the Coastal Region Metropolitan Planning Organization,
to Adopt the Revised Bylaws,
and to Submit the Reapportionment Package to the Georgia Department of Transportation**

WHEREAS, the Coastal Region Metropolitan Planning Organization (CORE MPO) has been designated by the Governor of Georgia as the Metropolitan Planning Organization (MPO) for the Savannah Urbanized Area (UZA) in accordance with federal requirements of Title 23, Section 134 of the United States Code to have a cooperative, comprehensive and continuing transportation planning process; and

WHEREAS, CORE MPO is mandated by 23 CFR 450.312 to adopt in agreement with the Governor of Georgia, a Metropolitan Planning Area (MPA) that shall encompass the entire existing Savannah UZA plus the contiguous areas expected to become urbanized within a 20-year forecast period; and

WHEREAS, the Georgia Department of Transportation (GDOT) in cooperation with CORE MPO, has conducted a review of the CORE MPO MPA to include all of Chatham County, the portions of Bryan County and Effingham County located within the Savannah UZA and the connecting areas in Bryan County (as presented on the attached map); and


WHEREAS, CORE MPO has updated the Memorandum of Understanding (MOU) to reflect the changes incurred by the revised MPA, and the MOU has been executed by the participating local governmental entities and modal agencies (as attached in the reapportionment package); and

WHEREAS, CORE MPO has updated the Bylaws to reflect the changes incurred by the revised MPA and other desired revisions (as attached in the reapportionment package).

NOW, THEREFORE, BE IT RESOLVED THAT, the Coastal Region Metropolitan Planning Organization adopt the revised Metropolitan Planning Area as presented on the attached map, adopt the revised Bylaws and authorize the Chairman to execute the MOU as attached in the reapportionment package, and authorize the CORE MPO to submit the reapportionment package to the Georgia Department of Transportation to take the necessary steps to update the CORE MPO MPA map and execute the updated Memorandum of Understanding.

CERTIFICATION

I hereby certify that the above is a true and correct copy of a resolution adopted by the Coastal Region Metropolitan Planning Organization Board at a meeting held on May 15, 2015.

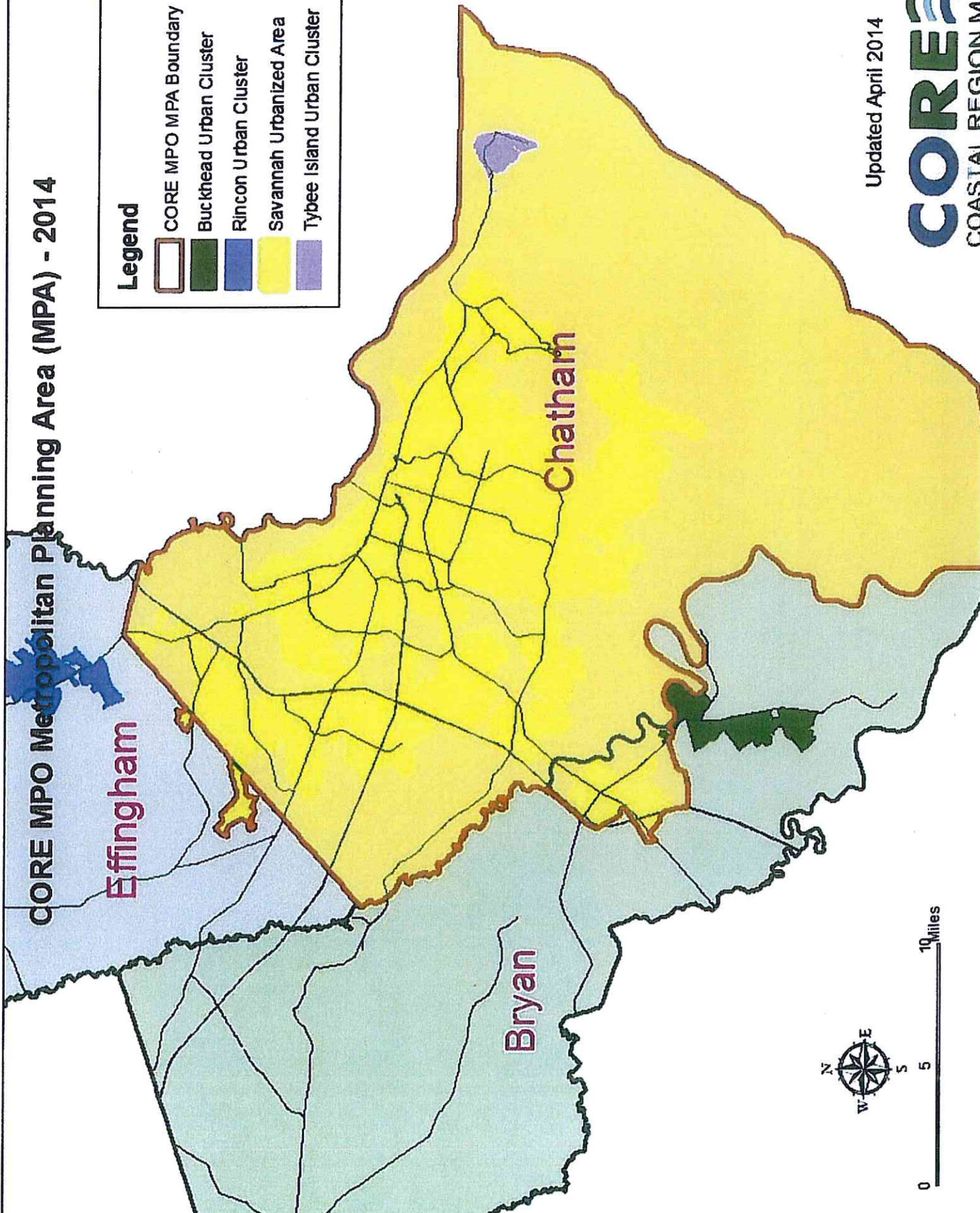


Albert J. Scott, Chairman
Coastal Region Metropolitan Planning Organization

CORE MPO Metropolitan Planning Area (MPA) - 2014

Legend

- CORE MPO MPA Boundary
- Buckhead Urban Cluster
- Rincon Urban Cluster
- Savannah Urbanized Area
- Tybee Island Urban Cluster



Updated April 2014

CHATHAM COUNTY-SAVANNAH METROPOLITAN PLANNING COMMISSION

MEMORANDUM

TO: Executive Committee and Advance Planning Committee Members

FROM: Eugene B. Culpepper, Executive Director

RE: Report on the Chatham County-Savannah Metropolitan Planning Commission - Its Duties, Responsibilities and Its Programs (1955 to Date)

DATE: June 5, 1967

I have prepared this report for the purpose of providing you with information about the Planning Commission, its duties and responsibilities, its previous programs and some of its probable future programs, so that you will have a better understanding of why our agency exists, what we have accomplished in the past and an idea of what we may be expected to accomplish in the future. I have included some of the more urgent problems facing the Planning Commission and made suggestions on how these problems might be corrected.

It is my hope that this information will help guide us in establishing a well defined set of goals and policies for MPC. A set of goals and policies can provide us with a more clearly channeled sense of direction for developing our future programs, can make our duties and responsibilities much easier tasks to perform, and can increase our effectiveness in serving the citizens of the Savannah-Chatham County Metropolitan Area.

In an effort to make this report as complete as possible in a short length of time, I have sacrificed brevity. If you will bear with me in reading it, I will make every effort to condense the contents before presenting the report to the full MPC membership.

Planning Commission - Reasons for Establishing

In 1954, several local governing officials expressed a desire to establish a planning commission to help prepare plans for the future development of the community. In 1955, the City of Savannah became interested in activating an urban renewal program under the provisions of the 1954 Housing Act. As discussed later in this report, comprehensive planning is among the prerequisites for urban renewal. The latter, although not the sole reason, is the major cause which precipitated the establishment of the Planning Commission.

Planning Commission's Duties and Responsibilities Under the 1955 Metropolitan Planning Act, 1955 - 1961

In 1955, the Georgia General Assembly passed a special legislative act entitled, "The Metropolitan Planning Act." This special act established: (1) a metropolitan planning district which included all of the territorial area of Chatham County; and (2) a planning commission for such district known as the "Savannah Metropolitan Planning Commission."

The principal duty of the Planning Commission as set forth in the Metropolitan Planning Act of 1955 reads as follows:

"It shall be the duty of the commission to make a master plan for the orderly growth of the district, and the residential and industrial development thereof, and to amend such plan from time to time as it may be deemed proper, and to furnish copies and recommend acceptance thereof to the County and Cities involved. Such master plan, with the accompanying map, plats, charts, and descriptive matter, shall show the commission's recommendations for the development of the district, including among other things, recommendations for the promulgation of traffic regulations of all kinds anywhere within said district, and recommendations for the punishment for violation of such regulations in the Police Courts of the City of Savannah and of Chatham County."

The 1955 Act specified that the Planning Commission could act in an advisory capacity only and the adoption by the Commission of a master plan or any parts thereof, any amending, extension, or additions thereto, would constitute a recommendation only and would have no binding affect on the governing bodies of Chatham County or the City of Savannah, or any municipality within the metropolitan planning district.

Provisions were made in the 1955 Act whereby the Chatham County Commissioners and the Mayor and Aldermen of the City of Savannah could delegate to the Planning Commission any or all rights then being exercised by certain existing boards or commissions, but the Act specifically stated that none of the powers, duties, responsibilities, or authorizations of the Savannah District Authority could be granted to the Planning Commission.

Under the above provisions, the responsibilities, books, records, and assets of the Traffic Commission for the City of Savannah and Chatham County and the Chatham County Planning Board were turned over to the Planning Commission.

The Act also specified that half of the Planning Commission's members must be appointed by the Chatham County Commissioners and half by the Mayor and Aldermen of the City of Savannah. Two of the County appointments and two of the City appointments must be members of the Savannah District Authority.

Conclusions

The Planning Commission, as originally organized under the 1955 Planning Act, was provided the territorial jurisdiction of a true metropolitan-wide planning agency. However, the Commission's planning duties and responsibilities were limited by the Act in such a way that true metropolitan-wide planning was difficult to perform. In effect, the Planning Commission, as originally conceived, was a combination planning agency with limited planning responsibilities and a traffic engineering department.

Planning Commission's Duties and Responsibilities under the 1957 Georgia General Planning Enabling Act, 1961-to Date

In 1957, the Georgia General Assembly adopted a state-wide Planning Enabling Act which authorized any municipality or county in the State to create a separate planning commission, or any combination of cities and/or counties to create joint planning commissions. The Act set forth the conditions under which the local governing authorities could establish planning commissions including the powers, duties, and responsibilities that planning commissions shall be granted, method of appointment for members, and certain procedural guides.

The 1957 Planning Enabling Act also specifies that, "Any county or municipality which has or which may create its own (separate) local planning commission and which also participates in a joint planning commission may specify in the respective resolutions or ordinances which powers granted shall be exercised by the local planning commission and which by the joint planning commission. Since neither Chatham County nor Savannah have separate planning commissions, all powers, duties, and responsibilities set forth in the State Act pertain to the Chatham County-Savannah Metropolitan Planning Commission.

The principal powers and duties of a planning commission as set forth in the Planning Enabling Act of 1957 reads as follows:

"It shall be the function and duty of the . . . planning commission to make such careful and comprehensive surveys and studies of existing conditions and probable future developments and to prepare such plans for physical,

social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, or the general welfare as well as efficiency and economy in the development of its political jurisdiction. In particular, the planning commission shall have the power and duty to:

1. Prepare a master plan or parts thereof for the development of its political jurisdiction.
2. Prepare and recommend for adoption to the appropriate governing authority or authorities a zoning ordinance or resolution and map for its political jurisdiction.
3. Prepare and recommend for adoption to the appropriate governing authority or authorities regulations for the subdivision of land within its political jurisdiction, and to administer the regulations that may be adopted.
4. Prepare and recommend for adoption to the appropriate governing authority or authorities, a plat or plats of an official map showing the exact location of the boundary lines of existing, proposed, extended, widened or narrowed streets, public open spaces or public building sites, together with regulations to control the erection of buildings or other structures within such lines, within its political jurisdiction or a specified portion thereof. "

In addition to the above powers and duties, the General Planning Enabling Act states that the Planning Commission shall have the following miscellaneous powers:

1. To make, publish, and distribute maps, plans and reports and recommendations relating to the plan and development of its political jurisdiction to public officials and agencies, public utility companies, civic, educational, professional and other organizations and citizens.
2. To recommend to the executive or legislative officials of its political jurisdiction programs for public improvements and the financing thereof.

3. To enter any land, make examinations and surveys, and place and maintain necessary monuments and marks thereon, provided, however, that the Planning Commission shall be liable for any injury or damage to property resulting therefrom.
4. The Planning Commission may in the performance of its duties cooperate with, contract with, or accept funds from Federal, State, or local public or semi-public agencies, or private individuals, or corporations, may expend such funds and may carry out such cooperative undertakings and contracts.
5. In general, the Planning Commission shall have such powers that may be necessary to enable it to perform its functions and promote the planning of its political jurisdiction.

It is also the duty of the Planning Commission to report on matters referred to it by the governing authorities. The Enabling Act stipulates that the governing authorities may by ordinance or resolution refer any matter or class of matters to the Planning Commission and delay taking final action on such matters until the Planning Commission has submitted its report, or has been given reasonable time, fixed by said ordinance or resolution, to submit its report.

The Planning Enabling Act does not authorize the Planning Commission to administer either the City's or the County's zoning ordinances. However, the Act does require that after the governing authorities have adopted zoning ordinances, then no change in, or departure from the text or maps of the ordinances shall be made unless such change or departure shall have been proposed by or first submitted to the Planning Commission for review and recommendations.

The Planning Commission is required by the Enabling Act to administer the subdivision regulations for both the City and the County and to serve as the platting authority. The Act specifies that after the adoption of subdivision regulations by the governing authority or authorities, then no plat of a subdivision within the municipality or within the unincorporated portion of the County shall be filed or recorded in the office of the Clerk of the Superior Court until it shall have been submitted to and approved by the Planning Commission and such approval entered in writing on the plat, by the Secretary of the Planning Commission.

With the exception of its platting authority, the Planning Commission is a recommendatory body only. Its planning studies and recommendations are prepared for the purpose of aiding the governing bodies and public and private agencies in the decision making process. The governing bodies may accept the Planning Commission's recommendations, wholly or in part, or may reject them completely.

Conclusions

The 1957 State Planning Enabling Act, as amended, provides adequate State permissive legislation under which the local governments of the Chatham County-Savannah Metropolitan Area can establish the necessary planning agency or agencies to carry out all levels of planning within the metropolitan area. These three levels of planning are: (1) comprehensive planning for the entire metropolitan area; (2) advance and short-range planning for individual political subdivisions; and (3) the administration of subdivision and zoning planning tools.

Although the Chatham County-Savannah Metropolitan Planning Commission has geared its comprehensive planning program toward metropolitan-wide planning, the Commission has never been organized as a true metropolitan-wide planning agency under the provisions of the 1957 Georgia State Planning Enabling Act. The Commission's territorial planning jurisdiction is limited, except on individual-special project basis, to the City of Savannah and to the unincorporated area of Chatham County. In reality, the Commission is a joint City-County agency which is trying to perform metropolitan-wide planning functions. Under these circumstances, comprehensive metropolitan-wide planning programs are difficult to develop, administer, and implement.

Relationship - Federal "701" Urban Planning Assistance Program and the Planning Commission

The Urban Planning Assistance Program is authorized by Section 701 of the Federal Housing Act of 1954, as amended. The basic purpose of the program is to assist State and local governments in solving planning problems resulting from increasing concentrations of population in metropolitan and other urban areas; and to encourage State and local governments to establish and develop planning staffs. The program does this through grants of Federal funds to official State, regional, metropolitan, local and other planning agencies.

To be eligible for a planning grant a project must qualify under three main headings:

1. A planning project must consist of specific items of planning work incident to the preparation or revision of the comprehensive plan for the growth and development of an eligible planning area.
2. The area for which the planning is to be performed must be an eligible area. An eligible area must, to the maximum extent feasible, cover an entire urban area having common or related

urban development problems. The term, "entire urban area" refers to the whole urban or urbanizing area of the locality seeking planning assistance, regardless of corporate boundaries. It is permissible for the planning agency to make cooperative arrangements with the governing bodies of areas not under jurisdiction.

3. The applicant must be an eligible agency:
 - (a) be a permanent official agency of government established by State or local law, or interstate compact;
 - (b) have authority to perform the planning work for which Federal financial assistance is requested, to receive and expend Federal and other funds, and to contract with the Federal government;
 - (c) be able to provide a non-Federal share of project cost; and
 - (d) have competent, technical administrative staff adequate to administer the project, and on a continuing basis, carry on the specific type of comprehensive planning for which the agency is responsible. It is permissible to employ planning consultants to carry out certain planning projects or parts of projects.

Under the 1954 Housing Act, the Urban Planning Assistance program was administered by the Housing and Home Finance Agency (HHFA). In 1965, Congress established a Department of Housing and Urban Development (HUD). HUD now administers the "701" Urban Planning Assistance Program.

Other New Federal Programs Affecting Planning

Congress has passed legislation in recent years which expands the scope of local public improvements for which Federal grants and loans may be made. A great many of these grants and loans are contingent upon the community's development of comprehensive plans and programs for the particular improvements for which these grants and loans have been authorized. In most cases, "701" planning assistance is available to public planning agencies to help finance the preparation of these comprehensive plans and programs.

In 1966 Congress passed the Demonstration Cities and Metropolitan Development Act which states in Section 204 (a) all applications made after June 30, 1967, for Federal loans and grants to assist in carrying out open space land projects or for the planning or construction of hospitals, airports, libraries, water supply and distribution facilities, sewerage facilities and waste treatment works, highways, transportation facilities, and water development and land conservation projects within any metropolitan area shall be submitted for review to (1) any area-wide agency which is designated to perform metropolitan or regional planning for the area within which the assistance is to be used, and which is, to the greatest practical extent, composed of or responsible to the elected officials of an unit of area-wide government or of the units of general local government within whose jurisdiction such agency is authorized to engage in such planning; and (2) if made by a special purpose unit of local government, to the unit or units of general local government with authority to operate in the area within which the project is to be located.

Relationship - Urban Renewal and the Planning Commission

The Urban Renewal Program, authorized by the Federal Housing Act of 1949, is a program to provide Federal assistance to local governments to help revitalize urban areas which are decaying, and to prevent good areas from starting to decay. The Urban Renewal Program was formerly administered by the Urban Renewal Administration under HHFA. Urban Renewal Administration is now carried out under the Department of Housing and Urban Development.

There are a number of major programs which may be carried out under urban renewal. Some of these major programs are listed as follows:

1. Title I - Projects (authorized by Title I of the Housing Act of 1949, as amended) are urban renewal projects financed in part by Federal advances, loans and grants.
2. Community Renewal Program - (authorized by Section 314 of the 1954 Housing Act, as amended) is a program under which Federal grants up to two thirds of the total cost may be made for preparing community-wide blueprints for urban renewal.
3. A General Neighborhood Renewal Plan (GNRP) - is a plan for an area consisting of an urban renewal area or areas, together with any adjoining areas having specifically related problems, and which is of such size that the urban renewal activities in

the areas may have to be initiated in stages over a period as long as eight years.

4. A Non-Assisted Project - is one in which the principal form of Federal assistance is FHA special mortgage insurance.
5. The Urban Renewal Demonstration Program, authorized by Section 314 of the Housing Act of 1954, as amended, provides Federal grants for experimental undertakings which will be useful in guiding renewal activities in other communities. Funds are also available for preparing and publishing reports on innovative experiences undertaken under programs other than an urban renewal demonstration program.
6. The Open Space Land Program and the Urban Beautification Program, authorized by Title 7 of the Housing Act of 1961, as amended, provides Federal grants to assist states and local public bodies in the acquisition of undeveloped or predominately undeveloped land in urban areas for permanent open space, acquisition of developed land in built up portions of the urban area for permanent open space use, development of open space land acquired with grant assistance under Title 7 for beautification and improvement activities which are part of the continuing beautification and improvement program for the locality (with conditions) and for activities of a unique or different nature which may demonstrate new or different techniques of beautification and improvements.

As a required prerequisite for most urban renewal programs, the local governing body having jurisdiction must prepare a "Workable Program for Community Improvement." A Workable Program for Community Improvement represents nothing more than the use of tested and accepted principles of good municipal management. The Workable Program must be updated each year and submitted to HUD for review and certification.

A Workable Program is composed of seven different programs or elements. These seven elements are:

1. Codes and Ordinances: If not already adopted, adequate building, plumbing, electrical and housing codes and ordinances must be put into effect within one year after an original workable program certification. Code compliance must follow the adoption of these basic codes. A systematic housing code compliance program must be underway within one year after the housing code is adopted.

2. Comprehensive Community Plan: This provides a means for the community working through its planning agency, assisted by technical experts, to make an assessment of its physical resources, to develop a plan and a program for improvement, growth, and development of the community. A comprehensive plan includes, but is not limited to, a future land use plan, major thoroughfare plan, and a community facilities plan. Basic planning decisions incorporated in these plans are put into effect through the development and use of zoning ordinances, subdivision regulations, and capital improvements programs.
3. Neighborhood Analyses: This is an extension of the planning process for each neighborhood, including residential, commercial, and industrial areas. Neighborhood analyses provide an examination of neighborhood problems, physical resources, and environmental conditions which should provide a basis for decisions concerning what part each neighborhood should play in the total community, and a program and a schedule for doing whatever needs to be done so that each neighborhood can play its proper role. A community renewal program also provides an acceptable neighborhood analyses.
4. Administrative Organization: Under its workable program, a community sets for itself goals which require the coordinated and positive use of almost all of its administrative resources. The community must check its existing organization and make adjustments needed to assure that responsibility for program coordination is fixed, and that provisions are made for adequate personnel for planning, code enforcement and other needed operating functions.
5. Financing: A community must plan its program for the most efficient use of personnel, public improvement expenditures, and must develop a long-range public improvements budget as a basis for scheduling improvements as they are needed to upgrade neighborhoods and to provide grant-in-aid for any urban renewal projects that may be undertaken.
6. Housing for Displaced Persons: The community must develop an effective program to locate adequate standard housing for families which are displaced as a result of the elimination of slums, code enforcement, construction of public improvements, and other governmental actions.
7. Citizen Participation: A community is required to officially organize a citizens' advisory committee. The committee's

membership must serve an active interest in the urban renewal program and assist in the formulation of programs and goals by first informing themselves and then others of the goals and the programs being made, and by serving as the medium for bringing private resources into the program. In Savannah, this group is known as the Mayor's Advisory Committee on Urban Renewal.

Planning Commission Work Program and History 1955-1957

Shortly after becoming organized, the Planning Commission, established both short-range and long-range planning objectives. The short range objectives were to provide the basic and necessary portions of the comprehensive planning frame as rapidly as possible; and to carry out such portions of the comprehensive plans, through the day-to-day administration of subdivision regulations, zoning regulations, and a capital improvement program and budget. The long-range objective was to develop fully completed comprehensive plans for the Chatham County-Savannah Metropolitan Planning District and establish a continuing process for updating and implementing the plans.

In an effort to get its comprehensive planning program underway, the Planning Commission submitted an application for a "701" basic planning grant in September of 1955. The application was approved in January, 1956, and was designated as Georgia Project P-2.

Under the P-2 Project, the Planning Commission began the preparation of elements for a comprehensive master plan for the planning district. The following items, prepared under the P-2 Project, were completed in 1957:

1. Base mapping program begun; base maps and aerial photographs compiled for the entire planning area at varying scales and qualities.
2. Survey of existing land uses and mapping of existing land uses.
3. Analysis of existing land use.
4. Basic fact finding and background studies to be used for the development of an economic base study for the planning district.
5. Preliminary general land use plan for the planning district.
6. First draft of proposed subdivision regulations for the planning district.

7. First draft of proposed subdivision procedures and specifications for the planning district.
8. Development of zoning standards and procedures for the planning district.
9. First draft of proposed zoning regulations for the planning district.

During 1956, the Planning Commission collaborated with the Urban Renewal Department of the City of Savannah, under separate contract, in the collection and analyzing data for the West Broad Canal GNRP (Ga. R-2).

Although the Planning Commission during its first two years of existence made some real progress toward initiating a comprehensive planning program, the Commission was confronted with many problems which were extremely frustrating and, at the time, seemed insurmountable. It was pointed out in the P-2 completion report that "although very conscious of the existing opportunities, . . . members of the Planning Commission were disturbed by the immediate prospects for comprehensive community planning because of the manner in which the Planning Commission was over burdened with details, and the size of the comprehensive community planning job."

Most of these problems stem from the following circumstances:

1. Special State enabling legislation under which the Planning Commission was established was confusing and contradictory.
2. Upon its inception, the Planning Commission inherited the duties of traffic engineering with a mass of such administrative and traffic engineering details as; the location of curb loading zones, parking meters, taxi stands, traffic lights, individual gas stations, turning movements on local streets, prohibitive on-street parking areas and providing recommendations on traffic violations.
3. Also upon its inception, the Planning Commission was delegated the responsibility of making recommendations to City and County governing bodies on petitions for zoning and rezoning based on existing City and County ordinances. The City's existing zoning ordinance actually consisted of 35 separate ordinances. These ordinances represented the actions taken by different City Councils for over a quarter of a century to protect individual neighborhoods. In many instances, these separate ordinances were overlapping and contradictory. The

City zoning ordinances had, over the years, been riddled with amendments and abused by successful maneuvers for spot zoning. Existing zoning regulations for the County were sporadic and limited to only a few developed areas. No acceptable uniform zoning ordinance could be developed by the Planning Commission until such time that enough comprehensive planning was completed to be used as a basis for the ordinance.

4. In 1955, there were no organized budgeting tools for implementing the planning program. Most particularly, neither the City nor the County had long-term capital improvement programming or budgeting; nor did they have long-term budgeting for operating and administrative needs.

The Planning Commission's Work Program and History, 1957-1958

Although the General State Planning Enabling Act was passed in 1957, no evidence can be found where the Planning Commission was formerly established under this Act until 1961. However, in 1957, the traffic engineering duties were removed from the Planning Commission and placed under the Chatham County Engineer's Office and under a newly established City Traffic Engineering Department. Also, the name of the Commission was officially changed to the "Chatham County-Savannah Metropolitan Planning Commission."

In 1957-58, the Commission proceeded with its comprehensive planning program for the Chatham County-Savannah Metropolitan Planning District, and in April of 1967, submitted an application for a second "701" Planning Assistance Grant. The application was approved in July of 1957 and was designated as Georgia Project P-5. The following work items were prepared under the P-5 project completed in December of 1958.

1. Economic Base Study for the Chatham County-Savannah Metropolitan Planning District.
2. Future Economic Development for the Planning District.
3. Future Land Requirements for the Planning Area, 1957-1980.
4. An inventory report entitled, "Elements of the General Development Plan," and a companion study entitled, "Savannah's Golden Heritage Area." This latter report represents the Planning Commission's initial effort towards neighborhood analyses.

5. A procedural manual entitled, "Development of Capital Improvement Program and Capital Improvement Budget Procedures for the Chatham County-Savannah Metropolitan Planning District."
6. A proposed comprehensive zoning ordinance for the Chatham County-Savannah Metropolitan Planning District including maps for proposed zoning.

In 1958, the Chatham County Commissioners and the Mayor and Aldermen of the City of Savannah officially adopted a Preliminary Land Use Plan, Preliminary General Thoroughfare Plan, and a Classification Plan for Existing Streets and Roads. The Georgia State Highway Department in turn accepted the approved Preliminary Major Thoroughfare Plan as the basis for its highway program within the Chatham County-Savannah Metropolitan Area.

Planning Commission Work Program and History, 1959-1961

In July 1958, the Planning Commission submitted an application for a third "701" Urban Planning Assistance Grant to continue its comprehensive planning program. The application was approved in December of 1958 and was given the designation of Georgia P-11. The Ga. P-11 Project was amended in 1959 and was completed in July of 1961.

Work items completed under the P-11 Project are listed as follows:

1. A Chatham County-Savannah Community Facilities Study in four parts - this study inventoried and projected the needs for public schools and school sites, parks and playgrounds, fire stations, libraries, water and sewerage facilities, public health, welfare, hospital facilities, administrative and miscellaneous facilities.
2. A report on capital improvement programming and a six-year capital improvement program for the City of Savannah.
3. Preparation for the 1960 U. S. Census of Population and Housing, including Census Tract Maps, enumeration districts maps, a report entitled, "Census Tract Study Program for the Chatham County-Savannah Metropolitan Planning District" and a report entitled, "Population Trends in Chatham County" based on both the 1960 and previous census.

4. A Neighborhood Analysis Program in two reports. These reports are entitled, "Analysis of Neighborhoods for the Chatham County-Savannah Metropolitan Area" and "Neighborhood Analysis - Savannah, Georgia."

During the same time period as the Ga. P-11 project was being conducted, the Planning Commission continued its efforts to prepare acceptable subdivision and zoning ordinances. The proposed zoning ordinance and subdivision ordinance for the Chatham County-Savannah Metropolitan District were reviewed, revised, and divided into separate ordinances for the City and the County.

The City adopted a subdivision regulations ordinance in 1959 and a comprehensive zoning ordinance in 1960. The County adopted a subdivision regulations ordinance in 1961.

Between 1959 and 1961, the Planning Commission prepared the following special studies and provided the following local technical planning assistance:

Special Studies

1. Annexation Study for the City of Savannah.
2. Preliminary Study of Duplicate Street Names.
3. Land Use Plan for the Redevelopment of Nathanael Greene Villa Property.
4. A Study of Refuge Collection Routes in Savannah.
5. Summary of Population within the Service Areas of Major Shopping Centers.

Local Technical Assistance

1. Disaster Traffic Plan for Civil Defense.
2. Prepared for Port Wentworth: Future Land Use Plan; Street Classification Plan; Major Thoroughfare Plan; and a Zoning Ordinance.
3. Assisted the Chatham County School Board with mapping of school districts.
4. Assisted School Safety Committee with its program.

5. Assisted Vote District Study Committee in revising vote districts.
6. Assisted school officials in selecting sites for new schools.

Planning Commission Work Program and History, 1962-1963

During 1962 and 1963, the Planning Commission's comprehensive planning program was limited to the completion of two work items; A Capital Improvements Program for Chatham County and Savannah and (final review) of the Chatham County Zoning Ordinance. Chatham County adopted its zoning ordinance in August of 1962. Late in 1963, preliminary organization was begun for the Chatham Urban Transportation Study. The remainder of the work program carried out during these two years consisted of local assistance and research and special studies which are listed as follows:

Local Assistance

1. Technical planning assistance was given to the cities of Port Wentworth and Garden City.
2. Provided staff assistance to 500 for Progress, Inc.
3. Assistance was given to Historic Savannah, Inc., in base mapping the historic Savannah area.
4. Assisted Chatham County Health Department in survey for Minimum Housing Code enforcement.
5. Assistance was provided the Chatham County Court of Ordinary in delineating new voting districts.
6. The Urban Renewal Department was assisted in the recertification of Savannah's Workable Program.
7. The Planning Commission provided staff for the Building Code Restudy Committee.
8. Assistance was given in the preparation of Savannah's exhibit at the Georgia Municipal Association Convention.

Research and Special Studies

1. Ordinance and program to eliminate duplicate street names.
2. Population research for Savannah and Chatham County.

3. A Study of Auditorium and Convention Facility Needs.
4. A Study of Police Recorder's Court Space Needs.
5. Development Plan for a Westside Park.
6. Proposed ordinance for the selection and paving of unpaved streets in Chatham County.
7. A Site Selection Study for a Fireman's Training Tower.
8. A Study to determine the feasibility of locating public schools in Bacon Park.
9. Travis Field Industrial Park Study.
10. Detailed Housing Characteristics Study.
11. Montgomery Street Rezoning Study.
12. Revised supplement to Savannah's Zoning Ordinance.

By the beginning of 1962, subdivision administration and requests for zoning amendments began to consume a substantial amount of staff time. One staff planner and one secretary were assigned full time to this duty and to act as staff for the newly organized joint City-County Zoning Board of Appeals.

Planning Commission's Work Program and History, 1964-1966

In 1964, the Planning Commission initiated the Chatham Urban Transportation Study (CUTS). This study will provide a transportation system plan for the Chatham County-Savannah urban area in accordance with the Federal Aid Highway Act, 1962. The Planning Commission has not used "701" planning assistance for developing CUTS. Although CUTS is the only comprehensive planning study that has been undertaken by the Planning Commission since 1964, the study is extremely complex and involves the updating of several major elements of a comprehensive master plan (i. e., economic projections, future land use plan, and major thoroughfare plan).

The remainder of the work program for 1964 through 1966 consisted of local planning assistance, special studies and research and ordinance administration.

Local Planning Assistance

1. Assisted City Manager's Office annually in the recertification of the City's Workable Program.
2. Assisted the Savannah Police Department in developing the new City police beat system.
3. Constructed a model of Travis Field Industrial Park for the Savannah District Authority and the Airport Commission.
4. Assisted the Chatham County Health Department in carrying out the City's housing code and enforcement program.
5. Assisted City Manager's Office with maps, data, and drafting work for the expansion of the Troup Ward Conservation Project Area.
6. Provided the City Manager's Office with land-use building conditions, property ownership and assessment maps for the proposed auditorium-convention center site urban renewal area.
7. Assisted the Savannah Ports Authority and the Savannah Jaycees in preparing data for Skidaway Island as a site for oceanographic research center.
8. Assisted the Chatham County Health Department in the preparation of a environmental health study for Chatham County.

Special Studies and Research

1. Project "J" urban renewal plan.
2. Plans for a Bacon Park Camp site.
3. Interstate 95 Study - proposal to the Governor of Georgia for expediting construction.
4. Housing for the Elderly Study.
5. Completion of the Street Renaming Program.
6. Updating of housing data for the City of Savannah-Chatham County.
7. Auditorium-Convention Center Study.

8. Skidaway Island Study - a proposal to the Governor of Georgia for a state park
9. Urban Expansion Study.
10. Downtown Redevelopment Program - development plan of the Downtown Savannah Riverfront
11. Interstate Highway Impact Study (unpublished)
12. Travis Field Study (unpublished)

Zoning and Subdivisions

Between 1964 and 1965, the administrative duties of processing, reviewing and making recommendations on zoning petitions, subdivision plats, and Zoning Board of Appeals applications increased to a point where it became necessary to assign an additional staff member full time to this duty. In zoning petitions alone, a comparison shows that between 1966 and 1965 petitions reviewed by the Planning Commission increased 11 per cent, and that the number of staff studies which were either initiated directly by zoning petitions or related to the zoning program increased by 45 per cent.

Planning Commission's Work Program, 1967

The following work program was taken almost verbatim from MPC's "1967 Program of Work and Budget Report." In 1967, the activities of the Metropolitan Planning Commission can be grouped into the following three categories:

- I. Community Services
- II. Advance Planning
- III. Administration

I. Community Services

In 1967, the MPC will continue to devote substantial time to the following routine activities:

A. Zoning and Subdivisions

One of MPC's major duties is to process, review, and recommend action on all zoning petitions and subdivision

plans for both Chatham County and the City of Savannah. The Metropolitan Planning Commission also provides the necessary staff assistance for the joint City-County Board of Appeals. The amount of staff work necessary to conduct this operation is expected to remain at the same level as it was in 1966.

B. Special Staff Reports

The MPC will continue to prepare the necessary special staff studies and recommendations on various technical, zoning, and subdivision matters. In 1966, the Staff was called upon to prepare several special zoning reports dealing with particular areas in the City or the County.

II. Advance Planning

The MPC will continue its advance or long-range planning program begun in 1965 and 1966. Work will commence on several new projects which are essential to the orderly growth of Chatham County. The Advance Planning Program is separated into three major categories: Transportation Planning, Special Projects, and Long-Range Area-wide Planning. These are described as follows:

A. Transportation Planning (CUTS)

1. Prepare in cooperation with the State Highway Department an existing conditions report on transportation in Chatham County.
2. Provide continuing staff planning assistance to the Technical Coordinating Committee.
3. Prepare and publish a proposed land use plan.
4. Prepare in cooperation with the State Highway Department a systems testing procedure.

B. Special Projects

1. Continue and complete Downtown Plan and Development Plan for the Central Savannah Area. In 1966, the MPC completed the Riverfront Plan as an element in the overall Central Savannah Area Plan. The Staff provided

technical assistance to subcommittees of the DRC in developing detailed project and street plans for Liberty Street and Oglethorpe Avenue. Thus far, the Staff has not been available to continue this program.

C. Long-Range Area-wide Planning

In 1967, the MPC proposes to undertake or coordinate the preparation of four major study programs for Chatham County. These include a Comprehensive Metropolitan Airport System Plan; an Area-wide Park, Recreation, and Open Space Plan; a Comprehensive Plan for Neighborhoods; and a Comprehensive Water and Sewer Plan. These four studies or projects have been determined to be vitally important to the continued development and growth of Chatham County; and although these detailed planning projects are primarily intended to be used in guiding the overall development of the Savannah area, they will enable local governments to continue to receive and to take advantage of new State and Federal grant programs. For example, a Comprehensive Airport System Plan will enable Chatham County to qualify for FAA grants for airport improvements not only to Travis but to other air fields that may be opened in the near future. The Park, Recreation, and Open Space Plan will be designed to take maximum advantage of funds that will become available through the State under the Land and Water Conservation Act. The Water and Sewer Study will qualify local governments for receiving matching 50 per cent grants for basic water and sewer facility improvements. Because of the great expense of financing these projects, the MPC has made application for "701" Urban Planning Assistance. Under this program, the local cost of planning is one-third and the Federal share is two-thirds. Because of a special provision of the Housing and Urban Development Act of 1965 dealing with the closing of military installations, it may be possible to qualify for one-fourth, three-fourths grants, thereby reducing the local costs even further. MPC's "701" application has been approved by the HUD Atlanta Regional Office and is awaiting action in Washington.

1. Metropolitan Airport System Plan

This study will provide for an inventory and analysis of the existing airport system. A long-range metropolitan airport system plan will be prepared. A

five-year short-range development plan will be developed which is consistent with the long-range plan. A plan and program for implementation also will be developed.

2. Park, Recreation, and Open Space Plan

The MPC will prepare a long-range open space plan for Chatham County. It will identify the existing and expected needs for open space for park and recreational purposes, to conserve land and other natural resources, and to preserve land for historic and scenic purposes. This study will inventory and analyze existing open spaces and their use; develop long-range community objectives for preserving and conserving open space; develop local standards; designate and describe open space areas and uses; and recommend methods for implementing an open-space land acquisition program.

3. Plan for Neighborhood Districts

This study is designed to make an intensive analysis of the existing physical... conditions of... neighborhoods in Chatham County. It will contain recommendations for needed public and private actions....

4. Master Water and Sewer Plan

In order for local governments to qualify for matching Federal funds for basic water and sewer facilities (July 1, 1968, deadline), it is necessary to prepare a comprehensive master water and sewer plan for the urban area of Chatham County. This planning project which will be financed on a per capita basis by local governments (and under "701") will contain the following:

- a. An inventory and analysis of the existing water and sewer systems, including facilities, service area, performance of operations;
- b. Forecast of future requirements;
- c. Preparation of a Comprehensive Plan to 1985; and

- d. Preparation of a Development Program, a six-year short-range plan, and recommendations for review and updating of the plans.

5. 1970 Census

The Planning Commission will participate in the preparation process for the 1970 Census. Assistance will be requested for this work under a separate "701" planning contract.

III. Administration

The Staff of the MPC devotes substantial time to conducting its numerous administrative activities and office operations. These include regular and special committee meetings, keeping and distribution of minutes, bookkeeping, clerical activities, and similar routine operations.

1. The continuation of normal office operations, community services, Commission meetings, budgeting, and keeping of records.

Planning Commission - Prospects for Future Programs

Emphasis on comprehensive metropolitan-wide planning programs can be expected to increase in the immediate future. These programs will be similar to those already underway or about to get underway, such as the Chatham Urban Transportation Study, Metropolitan-wide Water and Sewer Plan, Airport System Plan, and Open Space Plan. We can expect such future metropolitan-wide programs as air pollution abatement, human resources (i. e., industrial employment, health, and other human resources), greater involvement in hospital programs, school planning, and new town development.

An increase can be expected in individual advance planning programs for municipalities and County units of governments such as a Community Renewal Program, or similar program, for the City of Savannah, probable involvement in the Demonstration Cities Program, County Renewal Program, and increased assistance to small municipalities. We can also expect an increase in requests for special studies from local governments and local government agencies.

Problems and Recommendations

Most of the Planning Commission's problems can be divided into four categories as follows:

- I. External Organization
- II. Internal Organization
- III. Obsolescence and inadequacies of the subdivision and zoning ordinances for the City of Savannah and Chatham County
- IV. Goals and Policies

I. External Organization

Problem: The Planning Commission's membership is representative of and responsible to the governments of the City of Savannah and Chatham County. The planning jurisdiction (except on an individual separate contract basis) is the incorporated limits of the City of Savannah and the unincorporated area of Chatham County.

The Planning Commission is performing three functions: (1) local short-range and advance planning; (2) administration of local subdivision ordinances and recommendations on revisions to local zoning ordinances; and (3) comprehensive metropolitan-wide planning.

Under the Planning Commission's present organization structure, comprehensive, metropolitan-wide planning is difficult to initiate, develop, administer, and implement.

Our zoning situation is analogous to the "tail that wagged the dog." Inordinately large proportions of staff time is spent on subdivision and zoning regulations matters. The true cost and time spent on these matters has simply never been reflected in our budget or work schedule.

The Mayor and Aldermen of the City of Savannah have indicated that they would like to delegate the responsibility for holding public hearings for zoning to a planning agency.

It is difficult to the point of becoming almost impossible for a planning agency to administer ordinances for local political subdivisions and, at the same time, perform metropolitan-wide planning functions.

Recommendations

1. Remove the subdivision and zoning administrative duties to planning departments under the respective governing bodies. The City already has a planning department; however, it may need some reorganization to conform to the State Enabling requirements. The County at present has no planning department. It is possible for the City and the County to handle subdivision and zoning administrative duties jointly. Garden City and Port Wentworth have planning commissions duly established under the State Enabling requirements and are carrying out the local functions of subdivision ordinance and zoning ordinance administration.
2. Reorganize the Planning Commission to be representative of all political subdivisions in the Chatham County-Savannah Metropolitan Area, thus making the Commission a true metropolitan-wide planning agency.
3. Delegate major advance planning programs for all political subdivisions in the Chatham County-Savannah Metropolitan Area to the Metropolitan Planning Commission.
4. Delegate the comprehensive metropolitan-wide planning program to the Metropolitan Planning Commission.

II. Internal Organization

Problem: The internal organization of the Planning Commission has changed from year to year in an attempt to suit immediate needs; however, the internal organizational structure has never been totally satisfactory. Inadequacies in the internal organizational structure stem from a number of causes including failure to anticipate future programs far enough in advance to obtain staff resources, tendency to underestimate staff man hour requirements for programs, failure in the past to provide adequate staff salaries to attract top qualified planners, tendency to accept or initiate unscheduled short special studies which inevidently mushroom into full fledged planning studies.

Recommendation: The Executive Director has the responsibility of preparing and presenting to the Planning Commission recommendations for future programs and for internal organization changes. I will, in the immediate future, prepare a list of programs for the Advanced Planning Committee and recommend that this Committee and myself collaborate with the respective governing

officials in setting up a tentative planning program for a three or four year period. The action taken on establishing future work programs and the action taken on external reorganization will provide a sound basis for establishing a better functional internal organizational structure.

III. Obsolescence and Inadequacies of the Subdivision and Zoning Ordinances for the City of Savannah and Chatham County

Problem: The subdivision ordinance for the City of Savannah was adopted in 1959 and has been amended four times. The County subdivision ordinance was adopted in 1961 and has been amended three times. Both ordinances, although not identical, have the same basic inadequacies. The ordinances lack adequate provisions for condominium development, cluster development, industrial development, commercial subdivision development, row housing, and a number of other types of land development. The minimum development standards are not suitable for all areas in the community. The existing standards, in some instances, are too high and, in other instances, too low. The ordinances have a number of conflicting sections and sections which seem to conflict with State law.

Since its adoption in 1960, the Zoning Ordinance for the City of Savannah has had 96 text amendments and 193 map amendments. The ordinance has many overlapping and conflicting sections, is difficult to read, and even more difficult to administer. In many instances, the requirements in the existing ordinance are over burdensome on the developer or individual and in other instances, needed controls and standards are not even covered in the ordinance. The zoning ordinance, very much like the subdivision regulations, lacks adequate provisions for many types of land development.

The County zoning ordinance, adopted in 1962, has had 13 text amendments and 31 map amendments. The inadequacies of the County ordinance are very similar to those in the City.

I have previously recommended that the administration of the subdivision regulations and recommendations on zoning amendments be turned over to planning departments under the respective governing bodies. However, regardless of what agency handles the subdivision and zoning duties, the four ordinances need to be completely revised, immediately.

Recommendation: I recommend that professional consultants be hired as soon as possible to completely revise the zoning and subdivision ordinances of the City of Savannah and Chatham County. I further recommend that, if administered by the City and County separately, the four ordinances should remain separated. If they are administered jointly by the City and the County, the zoning ordinances should be combined and the subdivision ordinances combined.

Upon your instructions, I will contact a consultant and obtain estimates of cost for revising the ordinances and develop a proposal to present to the County Commissioners and Mayor and Aldermen.

IV. Goals and Policies

Problem: For several years, we have discussed the need for establishing goals and policies for the Planning Commission, but these goals and policies have never materialized. Goals and policies are needed to explain, first to ourselves and our elected officials, and then to the citizens of the community, what planning is, what we expect to achieve through planning, and how we expect to go about achieving it.

Recommendation: I recommend that the Executive Committee and the Executive Director work together to establish a broad general set of goals and policies for presentation to the full MPC membership, and further, that these broad guidelines be continually refined and strengthened to become the guides and policies for all major planning programs.

Server S | [A GALILEO Digital Initiative Database](#)

While in this database, use the Search and Help buttons below.

Georgia Legislative Documents [Search](#) [Help](#)

Content of Act/Resolution

ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1955

LOCAL AND SPECIAL ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1955

1955 Vol. 1 -- Page: 2535

Sequential Number: 331

Short Title: SAVANNAH METROPOLITAN PLANNING COMMISSION.

Law Number: No. 160

Origin: (Senate Bill No. 90).

Full Title: An Act to establish a metropolitan planning district for Chatham County; to provide a planning commission for said district; to provide for the making and amending of an over-all plan for the orderly growth and development of said district; to define the duties and powers of said commission; to define the relationship between said commission and the governmental units in said district and to define their rights, powers, and duties; to provide for the support of said commission; to repeal Ga. L., Jan.-Feb. sess., 1953, p. 2429, which provides for the existing traffic commission; and to repeal Ga. L., 1927, p. 521, which provides for the present planning board of the County of Chatham; and for other purposes.

Be it enacted by the General Assembly of the State of Georgia and it is hereby enacted by the authority of the same, as follows:

Page: 2536

ARTICLE I.

There is hereby established a metropolitan planning district, hereinafter referred to as "the district", which district shall be and include all of the territorial area of Chatham County.

[Sidenote: "District."]

ARTICLE II.

Section 1. There is hereby established a planning commission for such district to be known as the Savannah Metropolitan Planning Commission, hereinafter referred to as "the commission". Said commission shall be composed of twelve members all of whom shall be residents of Chatham County.

[Sidenote: Planning commission.]

Section 2. Six of the members of the commission shall be appointed by the Board of Commissioners of Chatham County, and one of the six members so appointed shall be from the membership of the Savannah District Authority. Of the six members so appointed, two shall be appointed for terms of one year; two for terms of two years; and two for terms of three years. Their successors shall be appointed by the Chatham County Commissioners for terms of three years.

[Sidenote: Members.]

Section 3. Six of the members of the commission shall be appointed by the Mayor and Aldermen of the City of Savannah, and one of the members so appointed shall be from the membership of the Savannah District Authority. Of the six members so appointed, two shall be appointed for terms of one year; two for terms of two years; and two for terms of three years. Their successors shall be appointed by the Mayor and Aldermen of the City of Savannah for terms of three years.

Section 4. In the event a member of the commission appointed from membership of the Savannah District Authority shall cease to be a member of said Authority during the term of his appointment to the commission his membership on the commission shall terminate and the body appointing such member to the commission

Page: 2537

shall name a member of said Authority to fill the unexpired term of its original appointee.

Section 5. In case of vacancy arising from death, resignation, change of residence or for any other cause, before the expiration of the term for which such member had been appointed, a successor shall be appointed for the unexpired term by the body making the original appointment.

[Sidenote: Vacancies.]

Section 6. No person shall be eligible for membership on said commission who, at the time of the effective date of this Act or at any time within one year prior thereto, holds or shall have held any remunerative public office or position or any employment for compensation, except as an independent contractor, with the United States, the State of Georgia, or any political subdivision of either, and no future member, at the time of his appointment nor within one year prior thereto, nor during his term of membership, shall hold any such office, position, or employment. Except as provided aforesaid, any member otherwise qualified shall be eligible for reappointment.

[Sidenote: Qualifications.]

ARTICLE III.

Section 1. The commission shall elect from its own members a chairman, vice-chairman, secretary and treasurer, and shall adopt its own rules for the conduct of its business, including rules for notice and hearing, not inconsistent with the terms of this Act.

[Sidenote: Officers.]

[Sidenote: Rules.]

Section 2. The commission shall have the power to expend monies provided for its use as hereinafter set out and monies received from other sources, to employ professional, technical and clerical personnel, and to enter into contracts for services.

[Sidenote: Funds.]

Section 3. No member shall receive any compensation for his services on the commission, but he shall be entitled to be reimbursed from the funds of the commission for his necessary traveling and other expenses incurred in work for the commission.

[Sidenote: Compensation.]

ARTICLE IV.

Section 1. The commission shall keep minutes of all proceedings and books of account which shall be audited at least once in each calendar year and shall be open to the public. The commission shall make annual reports, showing all its receipts and disbursements, to each of the governmental units contributing to its maintenance.
[Sidenote: Records, reports.]

Section 2. Funds for the commission shall be provided by the Chatham County Commissioners and the City of Savannah. The commission each year shall adopt a budget and submit it to the Chatham County Commissioners and the City of Savannah for their approval. If the Chatham County Commissioners and the City of Savannah approve said budget, then the funds necessary to meet said budget shall be provided by them as mutually agreed upon.

[Sidenote: Budget.]

ARTICLE V.

Section 1. It shall be the duty of the commission to make a master plan for the orderly growth of the district, and the residential and industrial development thereof, and to amend such plan from time to time as it may be deemed proper, and to furnish copies and recommend acceptance thereof to the county and cities involved. Such master plan, with the accompanying maps, plats, charts, and descriptive matter, shall show the commission's recommendations for the development of the district, including among other things, recommendations for the promulgation of traffic regulations of all kinds anywhere within said district, and recommendations for the punishment for violation of such regulations in the police courts of the City of Savannah and of Chatham County.

[Sidenote: Master plan.]

Section 2. Before adopting such master plan, or any part thereof, or any amendment, extension or addition thereto, the commission shall hold at least one public hearing. At least seven days' prior notice of the time and plan of each hearing shall be given by publication in a newspaper of general circulation in the district. At least

seven days' prior notice of the hearing shall be given in writing to the governing authority of the governmental unit or units involved. The adoption of this plan and of any part, amendment, extension or addition thereto, shall be by resolution of the commission carried by the affirmative two-thirds of the members.

[Sidenote: Adoption.]

Section 3. The Chatham County Commissioners and the Mayor and Aldermen of the City of Savannah shall have the right to delegate to the new commission any or all the rights now being exercised by the respective boards and commissions.

ARTICLE VI.

Section 1. The commission shall act in an advisory capacity and the adoption by the commission of the master plan or any part thereof, or any amending, extension or addition thereto, shall constitute a recommendation only and shall have no binding effect on the governing bodies of Chatham County or the City of Savannah, or any municipality within said metropolitan district.

[Sidenote: Advisory capacity.]

Section 2. Chatham County and the City of Savannah or any municipality therein, may adopt such master plan, or such part thereof, or such amendment, extension or addition thereto, as it sees fit and by such procedure as its rules may require.

- A. Upon adoption of such master plan or part thereof by any such county or municipality, such county or municipality shall not thereafter change such plan or part thereof without first referring such proposed change back to the commission for its recommendation.
[Sidenote: Changes in plan.]
- B. When a proposed change has been referred back to the commission, failure of the commission to report its recommendation with respect to such change within forty days after its receipt shall be deemed to constitute approval by the commission of such change.
- C. The recommendation of the commission with respect

Page: 2540

to a proposed change shall be advisory only and after the receipt of the commission's recommendations or its failure to report within forty days as hereinabove provided, such county or municipality may then adopt such change or not as it sees fit and by such procedure as its rules may require.

Section 3. Whenever the master plan or any part thereof, shall be adopted by said county or any municipality therein, the enforcement, within its territorial limits, of said plan or part thereof so adopted, shall rest solely with such county and municipality.

[Sidenote: Enforcement of plan.]

Section 4. The laws of this State as they are now or may hereafter be, conferring on municipalities and counties and the officers, boards and commissions thereof, powers with regard to the regulation and restriction of the height, number of stories and size of buildings and other structures, the percentage of the lot that may be occupied, the size of the yards, courts and other open spaces, the density of population, and the location and use of buildings, and all zoning laws, shall not be affected by this Act.

[Sidenote: Existing laws and regulations.]

ARTICLE VII.

Section 1. The commission and the county or the municipality participating in the master plan or any part thereof shall have authority to contract with one another for the furnishing of such services and assistance as may be necessary or proper under the provisions of this Act.

Section 2. The commission may make available the master plan or any part thereof, to other counties or municipalities whether they are located in the district or not upon such terms as may be mutually agreed upon.

Section 3. The Act to establish a traffic commission for the City of Savannah and County of Chatham, and for other purposes, as set out in Ga. L., Jan.-Feb., 1953, pp. 2429-2433, is hereby repealed in its entirety.

Section 4. The Act to establish the Chatham County Planning Board, and for other purposes, as set out in Ga. L., 1927, pp. 521 to 528, is hereby repealed in its entirety.

Section 5. This Act shall take effect immediately upon its passage and approval by the Governor or after its becoming law without such approval, and after the making of appointments in this Act provided for. When said appointments are made and this Act thereupon takes effect, the traffic commission for the City of Savannah and the County of Chatham, and the Chatham County Planning Board, shall thereupon turn over and surrender to the commission hereby created their books, records and assets.

[Sidenote: Traffic commission; Planning board.]

Section 6. Nothing herein contained shall be construed in derogation of the provisions of the Savannah District Authority Act, (Ga. L., 1951, pp. 190 to 197), nor of the powers, duties, responsibilities and authorizations given to the Savannah District Authority thereby or by any Act or Acts supplementary or amendatory thereto.

Section 7. In the event that any part or portion of said Act shall be declared to be invalid or unconstitutional, it shall not affect the validity of the remaining portions.

Section 8. All laws and parts of laws in conflict with this Act are hereby repealed.

Section 9. A copy of the notice of intention to apply for this local legislation and an affidavit showing the publication of such notice as required by law are attached hereto and made a part of this bill, and it is hereby declared that all of the requirements of the Constitution of the State of Georgia of 1945 relating to publication of notice of intention to apply for the passage of local legislation has been complied with for the enactment of this law, an affidavit of publication being attached to the enrolled copy.

Affidavit of publication attached to enrolled copy.

Approval Date: Approved March 3, 1955.

A RESOLUTION

WHEREAS, the Chatham County Board of Commissioners and the Mayor and Aldermen of the City of Savannah established the Chatham County Savannah Metropolitan Planning Commission as the joint municipal-county planning commission to be composed of twelve (12) members, six (6) of such members to be appointed by the County Commissioners of Chatham County and (6) six to be appointed by the Mayor and Aldermen of the City of Savannah; and

WHEREAS, it is desirable that the membership of the joint municipal-county planning commission be increased to fourteen (14) members to allow the City Manager and County Manager to be members as long as they hold these positions.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Chatham County and the Mayor and Aldermen of the City of Savannah hereby appoint the City Manager and County Manager as additional members of the Metropolitan Planning Commission, to hold such appointments during the time they hold their positions as City Manager and County Manager.

ADOPTED, this 31st day of May, 1990.

MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH

By:

John P. Rousakis
John P. Rousakis, Mayor

Attest:

Terrence C. Reese
Clerk of Council

I, Jimmie L. Szoke, Clerk of the Commissioners of Chatham County, Georgia, hereby certify that the foregoing is a true extract of the minutes of the meeting of the Commissioners of Chatham County, Georgia, held the 8th day of June, 1990.

BOARD OF COMMISSIONERS OF
CHATHAM COUNTY, GEORGIA

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the Court, this

Robert L. McCorkle
Robert L. McCorkle, Chairman

day of 12 day of June 1990

Jimmie L. Szoke
Attest: Jimmie L. Szoke, Clerk

STATE OF GEORGIA :
COUNTY OF CHATHAM :


IN THE CHATHAM COUNTY COMMISSIONERS' COURT

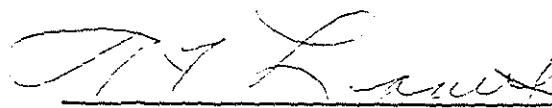
WHEREAS, THE COMMISSIONERS OF CHATHAM COUNTY AND EX-OFFICIO JUDGES THEREOF DEEM IT ADVISABLE THAT CHATHAM COUNTY HAVE A COMPREHENSIVE PLAN OF ZONING, AND,

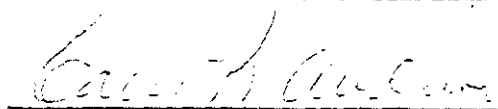
WHEREAS, THESE AND OTHER BENEFITS CAN BE OBTAINED FOR CHATHAM COUNTY BY ADOPTING A RESOLUTION PLACING CHATHAM COUNTY UNDER THE PROVISIONS OF THE 1957 ACT OF THE GENERAL ASSEMBLY OF GEORGIA AS CONTAINED IN GEORGIA LAWS 1957, PAGE 420, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1958 CONTAINED IN GEORGIA LAWS, PAGE 169, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1959 CONTAINED IN GEORGIA LAWS, PAGE 335, AND AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1960 CONTAINED IN GEORGIA LAWS, PAGE 1037,


NOW THEREFORE, BE IT RESOLVED THAT FROM AND AFTER THE PASSAGE OF THIS RESOLUTION, CHATHAM COUNTY SHALL COME WITHIN THE PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1957 CONTAINED IN GEORGIA LAWS, PAGE 420, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1958 AS CONTAINED IN GEORGIA LAWS, PAGE 169, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1959 CONTAINED IN GEORGIA LAWS, PAGE 335, AND AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1960 CONTAINED IN GEORGIA LAWS, PAGE 1037.

IN OPEN COURT, THIS 26TH DAY OF MAY, 1961.



C.C.C.


C.C.C.


C.C.C.


C.C.C.

C.C.C.

C.C.C.

Charles F. Lind C.C.C.

(SEAL OF THE COURT)

Chief Justice of the Supreme Court
of the State of New York
for the year ending 1916

held for 26th May 1916

1916-17
held for 21st April 1916

J. H. ...

STATE OF GEORGIA :

COUNTY OF CHATHAM :

IN THE CHATHAM COUNTY COMMISSIONERS' COURT

WHEREAS, THE NECESSITY FOR THE APPOINTMENT OF A PLANNING COMMISSION FOR THE COUNTY OF CHATHAM AS PROVIDED BY 1957 ACT OF THE GENERAL ASSEMBLY OF GEORGIA AS CONTAINED IN GEORGIA LAWS 1957, PAGE 420, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1958 AS CONTAINED IN GEORGIA LAWS 1958, PAGE 169, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1959 CONTAINED IN GEORGIA LAWS 1959, PAGE 335 AND AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1960 CONTAINED IN GEORGIA LAWS 1960, PAGE 1037, IS APPARENT SO THAT A MASTER PLAN FOR CHATHAM COUNTY MIGHT BE DEVELOPED AND RECOMMENDATIONS AS TO ZONING, SUBDIVISION REGULATIONS AND OTHER MATTERS AS PROVIDED BY SAID ACT MIGHT BE MADE TO THE COMMISSIONERS OF CHATHAM COUNTY AND EX-OFFICIO JUDGES THEREOF, AND,

WHEREAS, THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, A MUNICIPALITY LOCATED WITHIN THIS COUNTY, HAS EARLIER APPOINTED SUCH A BODY, AND,

WHEREAS, IT IS DESIRABLE THAT THE SAME PLANNING COMMISSION BE UTILIZED FOR SAID PURPOSES BY CHATHAM COUNTY, AND,

WHEREAS, THE JOINT USE OF SAID PLANNING COMMISSION IS PERMITTED BY SAID ACT, AS AMENDED,

NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS OF CHATHAM COUNTY AND EX-OFFICIO JUDGES THEREOF BY THIS RESOLUTION DO APPOINT THE METROPOLITAN PLANNING COMMISSION OF SAVANNAH AS THEIR PLANNING COMMISSION TO BE OPERATED JOINTLY WITH THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH AND DO FURTHER BY SAID APPOINTMENT, ELECT TO COME WITHIN THE SCOPE OF AND TO RECEIVE AND UTILIZE ALL

OF THE POWERS CONFERRED BY SAID AFORESAID ACTS OF THE GENERAL ASSEMBLY OF GEORGIA,

BE IT FURTHER RESOLVED THAT THE FOLLOWING NAMED PERSONS ARE APPOINTED TO BE MEMBERS OF SAID PLANNING COMMISSION FOR THE TERMS SET OPPOSITE THEIR NAMES:

| NAME: | TERM EXPIRING: | APPOINTED BY: |
|--|----------------|---|
| HENRY WOELTJEN, CHAIRMAN | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| HERMAN W. COOLIDGE, VICE CHAIRMAN | MARCH 1963 | CHATHAM COUNTY |
| W. E. SICKEL, SECRETARY & TREASURER | MARCH 1963 | CHATHAM COUNTY |
| N. K. CLARK | MARCH 1963 | CHATHAM COUNTY |
| WM. MALLIE EXLEY, JR. | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| OSCAR M. HANSEN | MARCH 1963 | CHATHAM COUNTY |
| DR. LEE HOWARD, JR. | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| JOSEPH J. HUTTON | MARCH 1963 | CHATHAM COUNTY |
| M. W. LIPPITT | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| A. C. NEFF | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| JAMES S. RICHMOND | MARCH 1963 | CHATHAM COUNTY |
| WILLIAM V. TYSON, JR. | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |

BE IT FURTHER RESOLVED THAT THE MEMBERS OF SAID PLANNING COMMISSION SHALL BE APPOINTED HEREAFTER BY THE POLITICAL SUBDIVISION DESIGNATED AFTER THE NAME AND TERM ABOVE REFERRED TO, AND,

BE IT FURTHER RESOLVED THAT A COPY OF THIS RESOLUTION BE FORWARDED TO THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH FOR THEIR CONCURRENCE IN THE USE OF THE METROPOLITAN PLANNING COMMISSION AS THE JOINT MUNICIPAL-COUNTY PLANNING COMMISSION.

Server S | [A GALILEO Digital Initiative Database](#)

While in this database, use the Search and Help buttons below.

Georgia Legislative Documents [Search](#) [Help](#)

Content of Act/Resolution

LOCAL AND SPECIAL ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1961

ACTS AND RESOLUTIONS OF THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA 1961

1961 Vol. 2 -- Page: 2899

Sequential Number: 229

Short Title: CHATHAM COUNTY METROPOLITAN PLANNING COMMISSION -- TERMS OF MEMBERS.

Law Number: No. 314

Origin: (House Bill No. 115).

Full Title: An Act to amend an Act establishing a metropolitan planning district for Chatham County, approved March 3, 1955 (Ga. L. 1955, p. 2535), so as to provide for limitations on service; to repeal conflicting laws; and for other purposes.

Be it enacted by the General Assembly of Georgia:

Section 1. An Act establishing a metropolitan planning district for Chatham County, approved March 3, 1955 (Ga. L. 1955, p. 2535), is hereby amended by adding at the end of section 2 of Article II of said Act the following language:

"No member shall serve more than two (2) terms of three (3) years each and in no event shall any member serve more than a total of six (6) years."

so that when so amended section 2 of Article II shall read as follows:

"Section 2. Six of the members of the commission shall be appointed by the board of commissioners of Chatham County, and one of the six members so appointed shall be from the membership of the Savannah District Authority. Of the six members so appointed, two shall be appointed for terms of one year; two for terms of two years; and two for terms of three years. Their successors shall be appointed by the Chatham County commissioners for terms of three years. No member shall serve more than two (2) terms of three (3) years each and in no event shall any member serve more than a total of six (6) years.

Section 2. Said Act is further amended by adding at the end of section 3 of Article II thereof the following language:

"No member shall serve more than two (2) terms of three (3) years each and in no event shall any member serve more than a total of six (6) years."

so that section 3 of Article II, when so amended, shall read as follows:

"Section 3. Six of the members of the commission shall be appointed by the mayor and aldermen of the City of Savannah, and one of the members so appointed shall be from the membership of the Savannah District Authority. Of the six members so appointed, two shall be appointed for terms of one year; two for terms of two years; and two for terms of three years. Their successors shall be appointed by the mayor and aldermen of the City of Savannah for terms of three years. No member shall serve more than two (2) terms of three (3) years each and in no event shall any member serve more than a total of six (6) years."

Section 3. All laws and parts of laws in conflict with this Act are hereby repealed.

State of Georgia, Chatham County.

Personally appeared before the undersigned officer, duly authorized under the laws of Georgia to administer oath, Sophia Herrell, Secretary, Savannah News-Press, Inc., who on oath deposes and says that a corporation of this State, with its principal office in the City of Savannah, and that the Savannah News-Press, Inc., publishes the Savannah Evening Press, a public gazette published daily in the City of Savannah, of general circulation, and official organ of Chatham County, Georgia, that the following:

State of Georgia, Chatham County.

Notice is hereby given of intention to introduce legislation at the 1961 session of the General Assembly of Georgia relative to the following matters:

- (a) Legislation affecting the charter of the mayor and

Page: 2901

aldermen of the City of Savannah with respect to its territorial boundaries.

- (b) Legislation affecting the mayor and aldermen of the City of Savannah and the commissioners of Chatham County with respect to the creation of a commission to study the governmental functions of said city and county and to make recommendations relative thereto.
- (c) Legislation affecting the charter of the mayor and aldermen of the City of Savannah and the commissioners of Chatham County with regard to their police forces, the consolidation of same and the creation of a metropolitan police force and a metropolitan police commission.
- (d) Legislation affecting the recorder's court of the City of Savannah, and the recorder's court of Chatham County, by providing for a consolidation of the same and the creating of a Savannah Metropolitan Recorders Court.
- (e) Legislation affecting the civil service system of Chatham County by providing for a referendum by the employees covered by such civil service as to whether or not said civil service shall be continued or discontinued.
- (f) Legislation affecting the salaries of the judges of the Municipal Court of Savannah, the clerk of the Municipal Court of Savannah, the judge of the City Court of Savannah and the coroner of Chatham County.

- (g) Other legislation affecting the charter of the mayor and aldermen of the City of Savannah and the commissioners of Chatham County.
- (h) Legislation affecting the Metropolitan Planning Commission of the City of Savannah and the County of Chatham, relative to the terms of office of the members thereof.
- (i) Legislation affecting the Savannah District Authority, relative to the terms of office of the members thereof.

/s/ Ralph L. Crawford.

/s/ Grady Dickey.

Page: 2902

has been published in said Savannah Evening Press once a week for 3 weeks, to-wit in the regular issues of December 24, 31, 1960, and January 7, 1961.

/s/ Sophia Herrell.

Sworn to and subscribed before me

this 13th day of January, 1961.

/s/ Robbie Jo Miller,

Notary Public, Chatham County, Ga.

My commission expires March 24, 1964.

(Seal).

Georgia, Fulton County.

Personally appeared before me, the undersigned authority, duly authorized to administer oaths, Honorable Ralph L. Crawford, who, on oath, deposes and says that he is Representative from Chatham County, and that the attached copy of Notice of Intention to Introduce Local Legislation was published in the Savannah News-Press, Inc., which is the official organ of said county, on the following dates: Dec. 24 and 31, 1960 and Jan. 7, 1961.

/s/ Ralph L. Crawford,

Representative,

Chatham County.

Sworn to and subscribed before me

this 16th day of January, 1961.

/s/ Amelia Smith,

Notary Public, Georgia, State at Large.

My commission expires Oct. 19, 1964.

(Seal).

Approval Date: Approved April 5, 1961.

CHATHAM COUNTY-SAVANNAH METROPOLITAN PLANNING COMMISSION

MEMORANDUM

TO: Executive Committee and Advance Planning Committee Members

FROM: Eugene B. Culpepper, Executive Director

RE: Report on the Chatham County-Savannah Metropolitan Planning Commission - Its Duties, Responsibilities and Its Programs (1955 to Date)

DATE: June 5, 1967

I have prepared this report for the purpose of providing you with information about the Planning Commission, its duties and responsibilities, its previous programs and some of its probable future programs, so that you will have a better understanding of why our agency exists, what we have accomplished in the past and an idea of what we may be expected to accomplish in the future. I have included some of the more urgent problems facing the Planning Commission and made suggestions on how these problems might be corrected.

It is my hope that this information will help guide us in establishing a well defined set of goals and policies for MPC. A set of goals and policies can provide us with a more clearly channeled sense of direction for developing our future programs, can make our duties and responsibilities much easier tasks to perform, and can increase our effectiveness in serving the citizens of the Savannah-Chatham County Metropolitan Area.

In an effort to make this report as complete as possible in a short length of time, I have sacrificed brevity. If you will bear with me in reading it, I will make every effort to condense the contents before presenting the report to the full MPC membership.

Planning Commission - Reasons for Establishing

In 1954, several local governing officials expressed a desire to establish a planning commission to help prepare plans for the future development of the community. In 1955, the City of Savannah became interested in activating an urban renewal program under the provisions of the 1954 Housing Act. As discussed later in this report, comprehensive planning is among the prerequisites for urban renewal. The latter, although not the sole reason, is the major cause which precipitated the establishment of the Planning Commission.

Planning Commission's Duties and Responsibilities Under the 1955
Metropolitan Planning Act, 1955 - 1961

In 1955, the Georgia General Assembly passed a special legislative act entitled, "The Metropolitan Planning Act." This special act established: (1) a metropolitan planning district which included all of the territorial area of Chatham County; and (2) a planning commission for such district known as the "Savannah Metropolitan Planning Commission."

The principal duty of the Planning Commission as set forth in the Metropolitan Planning Act of 1955 reads as follows:

"It shall be the duty of the commission to make a master plan for the orderly growth of the district, and the residential and industrial development thereof, and to amend such plan from time to time as it may be deemed proper, and to furnish copies and recommend acceptance thereof to the County and Cities involved. Such master plan, with the accompanying map, plats, charts, and descriptive matter, shall show the commission's recommendations for the development of the district, including among other things, recommendations for the promulgation of traffic regulations of all kinds anywhere within said district, and recommendations for the punishment for violation of such regulations in the Police Courts of the City of Savannah and of Chatham County."

The 1955 Act specified that the Planning Commission could act in an advisory capacity only and the adoption by the Commission of a master plan or any parts thereof, any amending, extension, or additions thereto, would constitute a recommendation only and would have no binding affect on the governing bodies of Chatham County or the City of Savannah, or any municipality within the metropolitan planning district.

Provisions were made in the 1955 Act whereby the Chatham County Commissioners and the Mayor and Aldermen of the City of Savannah could delegate to the Planning Commission any or all rights then being exercised by certain existing boards or commissions, but the Act specifically stated that none of the powers, duties, responsibilities, or authorizations of the Savannah District Authority could be granted to the Planning Commission.

Under the above provisions, the responsibilities, books, records, and assets of the Traffic Commission for the City of Savannah and Chatham County and the Chatham County Planning Board were turned over to the Planning Commission.

The Act also specified that half of the Planning Commission's members must be appointed by the Chatham County Commissioners and half by the Mayor and Aldermen of the City of Savannah. Two of the County appointments and two of the City appointments must be members of the Savannah District Authority.

Conclusions

The Planning Commission, as originally organized under the 1955 Planning Act, was provided the territorial jurisdiction of a true metropolitan-wide planning agency. However, the Commission's planning duties and responsibilities were limited by the Act in such a way that true metropolitan-wide planning was difficult to perform. In effect, the Planning Commission, as originally conceived, was a combination planning agency with limited planning responsibilities and a traffic engineering department.

Planning Commission's Duties and Responsibilities under the 1957 Georgia General Planning Enabling Act, 1961-to Date

In 1957, the Georgia General Assembly adopted a state-wide Planning Enabling Act which authorized any municipality or county in the State to create a separate planning commission, or any combination of cities and/or counties to create joint planning commissions. The Act set forth the conditions under which the local governing authorities could establish planning commissions including the powers, duties, and responsibilities that planning commissions shall be granted, method of appointment for members, and certain procedural guides.

The 1957 Planning Enabling Act also specifies that, "Any county or municipality which has or which may create its own (separate) local planning commission and which also participates in a joint planning commission may specify in the respective resolutions or ordinances which powers granted shall be exercised by the local planning commission and which by the joint planning commission. Since neither Chatham County nor Savannah have separate planning commissions, all powers, duties, and responsibilities set forth in the State Act pertain to the Chatham County-Savannah Metropolitan Planning Commission.

The principal powers and duties of a planning commission as set forth in the Planning Enabling Act of 1957 reads as follows:

"It shall be the function and duty of the . . . planning commission to make such careful and comprehensive surveys and studies of existing conditions and probable future developments and to prepare such plans for physical,

social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, or the general welfare as well as efficiency and economy in the development of its political jurisdiction. In particular, the planning commission shall have the power and duty to:

1. Prepare a master plan or parts thereof for the development of its political jurisdiction.
2. Prepare and recommend for adoption to the appropriate governing authority or authorities a zoning ordinance or resolution and map for its political jurisdiction.
3. Prepare and recommend for adoption to the appropriate governing authority or authorities regulations for the subdivision of land within its political jurisdiction, and to administer the regulations that may be adopted.
4. Prepare and recommend for adoption to the appropriate governing authority or authorities, a plat or plats of an official map showing the exact location of the boundary lines of existing, proposed, extended, widened or narrowed streets, public open spaces or public building sites, together with regulations to control the erection of buildings or other structures within such lines, within its political jurisdiction or a specified portion thereof. "

In addition to the above powers and duties, the General Planning Enabling Act states that the Planning Commission shall have the following miscellaneous powers:

1. To make, publish, and distribute maps, plans and reports and recommendations relating to the plan and development of its political jurisdiction to public officials and agencies, public utility companies, civic, educational, professional and other organizations and citizens.
2. To recommend to the executive or legislative officials of its political jurisdiction programs for public improvements and the financing thereof.

3. To enter any land, make examinations and surveys, and place and maintain necessary monuments and marks thereon, provided, however, that the Planning Commission shall be liable for any injury or damage to property resulting therefrom.
4. The Planning Commission may in the performance of its duties cooperate with, contract with, or accept funds from Federal, State, or local public or semi-public agencies, or private individuals, or corporations, may expend such funds and may carry out such cooperative undertakings and contracts.
5. In general, the Planning Commission shall have such powers that may be necessary to enable it to perform its functions and promote the planning of its political jurisdiction.

It is also the duty of the Planning Commission to report on matters referred to it by the governing authorities. The Enabling Act stipulates that the governing authorities may by ordinance or resolution refer any matter or class of matters to the Planning Commission and delay taking final action on such matters until the Planning Commission has submitted its report, or has been given reasonable time, fixed by said ordinance or resolution, to submit its report.

The Planning Enabling Act does not authorize the Planning Commission to administer either the City's or the County's zoning ordinances. However, the Act does require that after the governing authorities have adopted zoning ordinances, then no change in, or departure from the text or maps of the ordinances shall be made unless such change or departure shall have been proposed by or first submitted to the Planning Commission for review and recommendations.

The Planning Commission is required by the Enabling Act to administer the subdivision regulations for both the City and the County and to serve as the platting authority. The Act specifies that after the adoption of subdivision regulations by the governing authority or authorities, then no plat of a subdivision within the municipality or within the unincorporated portion of the County shall be filed or recorded in the office of the Clerk of the Superior Court until it shall have been submitted to and approved by the Planning Commission and such approval entered in writing on the plat, by the Secretary of the Planning Commission.

With the exception of its platting authority, the Planning Commission is a recommendatory body only. Its planning studies and recommendations are prepared for the purpose of aiding the governing bodies and public and private agencies in the decision making process. The governing bodies may accept the Planning Commission's recommendations, wholly or in part, or may reject them completely.

Conclusions

The 1957 State Planning Enabling Act, as amended, provides adequate State permissive legislation under which the local governments of the Chatham County-Savannah Metropolitan Area can establish the necessary planning agency or agencies to carry out all levels of planning within the metropolitan area. These three levels of planning are: (1) comprehensive planning for the entire metropolitan area; (2) advance and short-range planning for individual political subdivisions; and (3) the administration of subdivision and zoning planning tools.

Although the Chatham County-Savannah Metropolitan Planning Commission has geared its comprehensive planning program toward metropolitan-wide planning, the Commission has never been organized as a true metropolitan-wide planning agency under the provisions of the 1957 Georgia State Planning Enabling Act. The Commission's territorial planning jurisdiction is limited, except on individual-special project basis, to the City of Savannah and to the unincorporated area of Chatham County. In reality, the Commission is a joint City-County agency which is trying to perform metropolitan-wide planning functions. Under these circumstances, comprehensive metropolitan-wide planning programs are difficult to develop, administer, and implement.

Relationship - Federal "701" Urban Planning Assistance Program and the Planning Commission

The Urban Planning Assistance Program is authorized by Section 701 of the Federal Housing Act of 1954, as amended. The basic purpose of the program is to assist State and local governments in solving planning problems resulting from increasing concentrations of population in metropolitan and other urban areas; and to encourage State and local governments to establish and develop planning staffs. The program does this through grants of Federal funds to official State, regional, metropolitan, local and other planning agencies.

To be eligible for a planning grant a project must qualify under three main headings:

1. A planning project must consist of specific items of planning work incident to the preparation or revision of the comprehensive plan for the growth and development of an eligible planning area.
2. The area for which the planning is to be performed must be an eligible area. An eligible area must, to the maximum extent feasible, cover an entire urban area having common or related

urban development problems. The term, "entire urban area" refers to the whole urban or urbanizing area of the locality seeking planning assistance, regardless of corporate boundaries. It is permissible for the planning agency to make cooperative arrangements with the governing bodies of areas not under jurisdiction.

3. The applicant must be an eligible agency:
 - (a) be a permanent official agency of government established by State or local law, or interstate compact;
 - (b) have authority to perform the planning work for which Federal financial assistance is requested, to receive and expend Federal and other funds, and to contract with the Federal government;
 - (c) be able to provide a non-Federal share of project cost; and
 - (d) have competent, technical administrative staff adequate to administer the project, and on a continuing basis, carry on the specific type of comprehensive planning for which the agency is responsible. It is permissible to employ planning consultants to carry out certain planning projects or parts of projects.

Under the 1954 Housing Act, the Urban Planning Assistance program was administered by the Housing and Home Finance Agency (HHFA). In 1965, Congress established a Department of Housing and Urban Development (HUD). HUD now administers the "701" Urban Planning Assistance Program.

Other New Federal Programs Affecting Planning

Congress has passed legislation in recent years which expands the scope of local public improvements for which Federal grants and loans may be made. A great many of these grants and loans are contingent upon the community's development of comprehensive plans and programs for the particular improvements for which these grants and loans have been authorized. In most cases, "701" planning assistance is available to public planning agencies to help finance the preparation of these comprehensive plans and programs.

In 1966 Congress passed the Demonstration Cities and Metropolitan Development Act which states in Section 204 (a) all applications made after June 30, 1967, for Federal loans and grants to assist in carrying out open space land projects or for the planning or construction of hospitals, airports, libraries, water supply and distribution facilities, sewerage facilities and waste treatment works, highways, transportation facilities, and water development and land conservation projects within any metropolitan area shall be submitted for review to (1) any area-wide agency which is designated to perform metropolitan or regional planning for the area within which the assistance is to be used, and which is, to the greatest practical extent, composed of or responsible to the elected officials of an unit of area-wide government or of the units of general local government within whose jurisdiction such agency is authorized to engage in such planning; and (2) if made by a special purpose unit of local government, to the unit or units of general local government with authority to operate in the area within which the project is to be located.

Relationship - Urban Renewal and the Planning Commission

The Urban Renewal Program, authorized by the Federal Housing Act of 1949, is a program to provide Federal assistance to local governments to help revitalize urban areas which are decaying, and to prevent good areas from starting to decay. The Urban Renewal Program was formerly administered by the Urban Renewal Administration under HHFA. Urban Renewal Administration is now carried out under the Department of Housing and Urban Development.

There are a number of major programs which may be carried out under urban renewal. Some of these major programs are listed as follows:

1. Title I - Projects (authorized by Title I of the Housing Act of 1949, as amended) are urban renewal projects financed in part by Federal advances, loans and grants.
2. Community Renewal Program - (authorized by Section 314 of the 1954 Housing Act, as amended) is a program under which Federal grants up to two thirds of the total cost may be made for preparing community-wide blueprints for urban renewal.
3. A General Neighborhood Renewal Plan (GNRP) - is a plan for an area consisting of an urban renewal area or areas, together with any adjoining areas having specifically related problems, and which is of such size that the urban renewal activities in

the areas may have to be initiated in stages over a period as long as eight years.

4. A Non-Assisted Project - is one in which the principal form of Federal assistance is FHA special mortgage insurance.
5. The Urban Renewal Demonstration Program, authorized by Section 314 of the Housing Act of 1954, as amended, provides Federal grants for experimental undertakings which will be useful in guiding renewal activities in other communities. Funds are also available for preparing and publishing reports on innovative experiences undertaken under programs other than an urban renewal demonstration program.
6. The Open Space Land Program and the Urban Beautification Program, authorized by Title 7 of the Housing Act of 1961, as amended, provides Federal grants to assist states and local public bodies in the acquisition of undeveloped or predominately undeveloped land in urban areas for permanent open space, acquisition of developed land in built up portions of the urban area for permanent open space use, development of open space land acquired with grant assistance under Title 7 for beautification and improvement activities which are part of the continuing beautification and improvement program for the locality (with conditions) and for activities of a unique or different nature which may demonstrate new or different techniques of beautification and improvements.

As a required prerequisite for most urban renewal programs, the local governing body having jurisdiction must prepare a "Workable Program for Community Improvement." A Workable Program for Community Improvement represents nothing more than the use of tested and accepted principles of good municipal management. The Workable Program must be updated each year and submitted to HUD for review and certification.

A Workable Program is composed of seven different programs or elements. These seven elements are:

1. Codes and Ordinances: If not already adopted, adequate building, plumbing, electrical and housing codes and ordinances must be put into effect within one year after an original workable program certification. Code compliance must follow the adoption of these basic codes. A systematic housing code compliance program must be underway within one year after the housing code is adopted.

2. Comprehensive Community Plan: This provides a means for the community working through its planning agency, assisted by technical experts, to make an assessment of its physical resources, to develop a plan and a program for improvement, growth, and development of the community. A comprehensive plan includes, but is not limited to, a future land use plan, major thoroughfare plan, and a community facilities plan. Basic planning decisions incorporated in these plans are put into effect through the development and use of zoning ordinances, subdivision regulations, and capital improvements programs.
3. Neighborhood Analyses: This is an extension of the planning process for each neighborhood, including residential, commercial, and industrial areas. Neighborhood analyses provide an examination of neighborhood problems, physical resources, and environmental conditions which should provide a basis for decisions concerning what part each neighborhood should play in the total community, and a program and a schedule for doing whatever needs to be done so that each neighborhood can play its proper role. A community renewal program also provides an acceptable neighborhood analyses.
4. Administrative Organization: Under its workable program, a community sets for itself goals which require the coordinated and positive use of almost all of its administrative resources. The community must check its existing organization and make adjustments needed to assure that responsibility for program coordination is fixed, and that provisions are made for adequate personnel for planning, code enforcement and other needed operating functions.
5. Financing: A community must plan its program for the most efficient use of personnel, public improvement expenditures, and must develop a long-range public improvements budget as a basis for scheduling improvements as they are needed to upgrade neighborhoods and to provide grant-in-aid for any urban renewal projects that may be undertaken.
6. Housing for Displaced Persons: The community must develop an effective program to locate adequate standard housing for families which are displaced as a result of the elimination of slums, code enforcement, construction of public improvements, and other governmental actions.
7. Citizen Participation: A community is required to officially organize a citizens' advisory committee. The committee's

membership must serve an active interest in the urban renewal program and assist in the formulation of programs and goals by first informing themselves and then others of the goals and the programs being made, and by serving as the medium for bringing private resources into the program. In Savannah, this group is known as the Mayor's Advisory Committee on Urban Renewal.

Planning Commission Work Program and History 1955-1957

Shortly after becoming organized, the Planning Commission, established both short-range and long-range planning objectives. The short range objectives were to provide the basic and necessary portions of the comprehensive planning frame as rapidly as possible; and to carry out such portions of the comprehensive plans, through the day-to-day administration of subdivision regulations, zoning regulations, and a capital improvement program and budget. The long-range objective was to develop fully completed comprehensive plans for the Chatham County-Savannah Metropolitan Planning District and establish a continuing process for updating and implementing the plans.

In an effort to get its comprehensive planning program underway, the Planning Commission submitted an application for a "701" basic planning grant in September of 1955. The application was approved in January, 1956, and was designated as Georgia Project P-2.

Under the P-2 Project, the Planning Commission began the preparation of elements for a comprehensive master plan for the planning district. The following items, prepared under the P-2 Project, were completed in 1957:

1. Base mapping program begun; base maps and aerial photographs compiled for the entire planning area at varying scales and qualities.
2. Survey of existing land uses and mapping of existing land uses.
3. Analysis of existing land use.
4. Basic fact finding and background studies to be used for the development of an economic base study for the planning district.
5. Preliminary general land use plan for the planning district.
6. First draft of proposed subdivision regulations for the planning district.

7. First draft of proposed subdivision procedures and specifications for the planning district.
8. Development of zoning standards and procedures for the planning district.
9. First draft of proposed zoning regulations for the planning district.

During 1956, the Planning Commission collaborated with the Urban Renewal Department of the City of Savannah, under separate contract, in the collection and analyzing data for the West Broad Canal GNRP (Ga. R-2).

Although the Planning Commission during its first two years of existence made some real progress toward initiating a comprehensive planning program, the Commission was confronted with many problems which were extremely frustrating and, at the time, seemed insurmountable. It was pointed out in the P-2 completion report that "although very conscious of the existing opportunities, . . . members of the Planning Commission were disturbed by the immediate prospects for comprehensive community planning because of the manner in which the Planning Commission was over burdened with details, and the size of the comprehensive community planning job."

Most of these problems stem from the following circumstances:

1. Special State enabling legislation under which the Planning Commission was established was confusing and contradictory.
2. Upon its inception, the Planning Commission inherited the duties of traffic engineering with a mass of such administrative and traffic engineering details as; the location of curb loading zones, parking meters, taxi stands, traffic lights, individual gas stations, turning movements on local streets, prohibitive on-street parking areas and providing recommendations on traffic violations.
3. Also upon its inception, the Planning Commission was delegated the responsibility of making recommendations to City and County governing bodies on petitions for zoning and rezoning based on existing City and County ordinances. The City's existing zoning ordinance actually consisted of 35 separate ordinances. These ordinances represented the actions taken by different City Councils for over a quarter of a century to protect individual neighborhoods. In many instances, these separate ordinances were overlapping and contradictory. The

City zoning ordinances had, over the years, been riddled with amendments and abused by successful maneuvers for spot zoning. Existing zoning regulations for the County were sporadic and limited to only a few developed areas. No acceptable uniform zoning ordinance could be developed by the Planning Commission until such time that enough comprehensive planning was completed to be used as a basis for the ordinance.

4. In 1955, there were no organized budgeting tools for implementing the planning program. Most particularly, neither the City nor the County had long-term capital improvement programming or budgeting; nor did they have long-term budgeting for operating and administrative needs.

The Planning Commission's Work Program and History, 1957-1958

Although the General State Planning Enabling Act was passed in 1957, no evidence can be found where the Planning Commission was formerly established under this Act until 1961. However, in 1957, the traffic engineering duties were removed from the Planning Commission and placed under the Chatham County Engineer's Office and under a newly established City Traffic Engineering Department. Also, the name of the Commission was officially changed to the "Chatham County-Savannah Metropolitan Planning Commission."

In 1957-58, the Commission proceeded with its comprehensive planning program for the Chatham County-Savannah Metropolitan Planning District, and in April of 1967, submitted an application for a second "701" Planning Assistance Grant. The application was approved in July of 1957 and was designated as Georgia Project P-5. The following work items were prepared under the P-5 project completed in December of 1958.

1. Economic Base Study for the Chatham County-Savannah Metropolitan Planning District.
2. Future Economic Development for the Planning District.
3. Future Land Requirements for the Planning Area, 1957-1980.
4. An inventory report entitled, "Elements of the General Development Plan," and a companion study entitled, "Savannah's Golden Heritage Area." This latter report represents the Planning Commission's initial effort towards neighborhood analyses.

5. A procedural manual entitled, "Development of Capital Improvement Program and Capital Improvement Budget Procedures for the Chatham County-Savannah Metropolitan Planning District."
6. A proposed comprehensive zoning ordinance for the Chatham County-Savannah Metropolitan Planning District including maps for proposed zoning.

In 1958, the Chatham County Commissioners and the Mayor and Aldermen of the City of Savannah officially adopted a Preliminary Land Use Plan, Preliminary General Thoroughfare Plan, and a Classification Plan for Existing Streets and Roads. The Georgia State Highway Department in turn accepted the approved Preliminary Major Thoroughfare Plan as the basis for its highway program within the Chatham County-Savannah Metropolitan Area.

Planning Commission Work Program and History, 1959-1961

In July 1958, the Planning Commission submitted an application for a third "701" Urban Planning Assistance Grant to continue its comprehensive planning program. The application was approved in December of 1958 and was given the designation of Georgia P-11. The Ga. P-11 Project was amended in 1959 and was completed in July of 1961.

Work items completed under the P-11 Project are listed as follows:

1. A Chatham County-Savannah Community Facilities Study in four parts - this study inventoried and projected the needs for public schools and school sites, parks and playgrounds, fire stations, libraries, water and sewerage facilities, public health, welfare, hospital facilities, administrative and miscellaneous facilities.
2. A report on capital improvement programming and a six-year capital improvement program for the City of Savannah.
3. Preparation for the 1960 U. S. Census of Population and Housing, including Census Tract Maps, enumeration districts maps, a report entitled, "Census Tract Study Program for the Chatham County-Savannah Metropolitan Planning District" and a report entitled, "Population Trends in Chatham County" based on both the 1960 and previous census.

4. A Neighborhood Analysis Program in two reports. These reports are entitled, "Analysis of Neighborhoods for the Chatham County-Savannah Metropolitan Area" and "Neighborhood Analysis - Savannah, Georgia."

During the same time period as the Ga. P-11 project was being conducted, the Planning Commission continued its efforts to prepare acceptable subdivision and zoning ordinances. The proposed zoning ordinance and subdivision ordinance for the Chatham County-Savannah Metropolitan District were reviewed, revised, and divided into separate ordinances for the City and the County.

The City adopted a subdivision regulations ordinance in 1959 and a comprehensive zoning ordinance in 1960. The County adopted a subdivision regulations ordinance in 1961.

Between 1959 and 1961, the Planning Commission prepared the following special studies and provided the following local technical planning assistance:

Special Studies

1. Annexation Study for the City of Savannah.
2. Preliminary Study of Duplicate Street Names.
3. Land Use Plan for the Redevelopment of Nathanael Greene Villa Property.
4. A Study of Refuge Collection Routes in Savannah.
5. Summary of Population within the Service Areas of Major Shopping Centers.

Local Technical Assistance

1. Disaster Traffic Plan for Civil Defense.
2. Prepared for Port Wentworth: Future Land Use Plan; Street Classification Plan; Major Thoroughfare Plan; and a Zoning Ordinance.
3. Assisted the Chatham County School Board with mapping of school districts.
4. Assisted School Safety Committee with its program.

5. Assisted Vote District Study Committee in revising vote districts.
6. Assisted school officials in selecting sites for new schools.

Planning Commission Work Program and History, 1962-1963

During 1962 and 1963, the Planning Commission's comprehensive planning program was limited to the completion of two work items; A Capital Improvements Program for Chatham County and Savannah and (final review) of the Chatham County Zoning Ordinance. Chatham County adopted its zoning ordinance in August of 1962. Late in 1963, preliminary organization was begun for the Chatham Urban Transportation Study. The remainder of the work program carried out during these two years consisted of local assistance and research and special studies which are listed as follows:

Local Assistance

1. Technical planning assistance was given to the cities of Port Wentworth and Garden City.
2. Provided staff assistance to 500 for Progress, Inc.
3. Assistance was given to Historic Savannah, Inc., in base mapping the historic Savannah area.
4. Assisted Chatham County Health Department in survey for Minimum Housing Code enforcement.
5. Assistance was provided the Chatham County Court of Ordinary in delineating new voting districts.
6. The Urban Renewal Department was assisted in the recertification of Savannah's Workable Program.
7. The Planning Commission provided staff for the Building Code Restudy Committee.
8. Assistance was given in the preparation of Savannah's exhibit at the Georgia Municipal Association Convention.

Research and Special Studies

1. Ordinance and program to eliminate duplicate street names.
2. Population research for Savannah and Chatham County.

3. A Study of Auditorium and Convention Facility Needs.
4. A Study of Police Recorder's Court Space Needs.
5. Development Plan for a Westside Park.
6. Proposed ordinance for the selection and paving of unpaved streets in Chatham County.
7. A Site Selection Study for a Fireman's Training Tower.
8. A Study to determine the feasibility of locating public schools in Bacon Park.
9. Travis Field Industrial Park Study.
10. Detailed Housing Characteristics Study.
11. Montgomery Street Rezoning Study.
12. Revised supplement to Savannah's Zoning Ordinance.

By the beginning of 1962, subdivision administration and requests for zoning amendments began to consume a substantial amount of staff time. One staff planner and one secretary were assigned full time to this duty and to act as staff for the newly organized joint City-County Zoning Board of Appeals.

Planning Commission's Work Program and History, 1964-1966

In 1964, the Planning Commission initiated the Chatham Urban Transportation Study (CUTS). This study will provide a transportation system plan for the Chatham County-Savannah urban area in accordance with the Federal Aid Highway Act, 1962. The Planning Commission has not used "701" planning assistance for developing CUTS. Although CUTS is the only comprehensive planning study that has been undertaken by the Planning Commission since 1964, the study is extremely complex and involves the updating of several major elements of a comprehensive master plan (i. e., economic projections, future land use plan, and major thoroughfare plan).

The remainder of the work program for 1964 through 1966 consisted of local planning assistance, special studies and research and ordinance administration.

Local Planning Assistance

1. Assisted City Manager's Office annually in the recertification of the City's Workable Program.
2. Assisted the Savannah Police Department in developing the new City police beat system.
3. Constructed a model of Travis Field Industrial Park for the Savannah District Authority and the Airport Commission.
4. Assisted the Chatham County Health Department in carrying out the City's housing code and enforcement program.
5. Assisted City Manager's Office with maps, data, and drafting work for the expansion of the Troup Ward Conservation Project Area.
6. Provided the City Manager's Office with land-use building conditions, property ownership and assessment maps for the proposed auditorium-convention center site urban renewal area.
7. Assisted the Savannah Ports Authority and the Savannah Jaycees in preparing data for Skidaway Island as a site for oceanographic research center.
8. Assisted the Chatham County Health Department in the preparation of a environmental health study for Chatham County.

Special Studies and Research

1. Project "J" urban renewal plan.
2. Plans for a Bacon Park Camp site.
3. Interstate 95 Study - proposal to the Governor of Georgia for expediting construction.
4. Housing for the Elderly Study.
5. Completion of the Street Renaming Program.
6. Updating of housing data for the City of Savannah-Chatham County.
7. Auditorium-Convention Center Study.

8. Skidaway Island Study - a proposal to the Governor of Georgia for a state park
9. Urban Expansion Study.
10. Downtown Redevelopment Program - development plan of the Downtown Savannah Riverfront
11. Interstate Highway Impact Study (unpublished)
12. Travis Field Study (unpublished)

Zoning and Subdivisions

Between 1964 and 1965, the administrative duties of processing, reviewing and making recommendations on zoning petitions, subdivision plats, and Zoning Board of Appeals applications increased to a point where it became necessary to assign an additional staff member full time to this duty. In zoning petitions alone, a comparison shows that between 1966 and 1965 petitions reviewed by the Planning Commission increased 11 per cent, and that the number of staff studies which were either initiated directly by zoning petitions or related to the zoning program increased by 45 per cent.

Planning Commission's Work Program, 1967

The following work program was taken almost verbatim from MPC's "1967 Program of Work and Budget Report." In 1967, the activities of the Metropolitan Planning Commission can be grouped into the following three categories:

- I. Community Services
- II. Advance Planning
- III. Administration

I. Community Services

In 1967, the MPC will continue to devote substantial time to the following routine activities:

A. Zoning and Subdivisions

One of MPC's major duties is to process, review, and recommend action on all zoning petitions and subdivision

plats for both Chatham County and the City of Savannah. The Metropolitan Planning Commission also provides the necessary staff assistance for the joint City-County Board of Appeals. The amount of staff work necessary to conduct this operation is expected to remain at the same level as it was in 1966.

B. Special Staff Reports

The MPC will continue to prepare the necessary special staff studies and recommendations on various technical, zoning, and subdivision matters. In 1966, the Staff was called upon to prepare several special zoning reports dealing with particular areas in the City or the County.

II. Advance Planning

The MPC will continue its advance or long-range planning program begun in 1965 and 1966. Work will commence on several new projects which are essential to the orderly growth of Chatham County. The Advance Planning Program is separated into three major categories: Transportation Planning, Special Projects, and Long-Range Area-wide Planning. These are described as follows:

A. Transportation Planning (CUTS)

1. Prepare in cooperation with the State Highway Department an existing conditions report on transportation in Chatham County.
2. Provide continuing staff planning assistance to the Technical Coordinating Committee.
3. Prepare and publish a proposed land use plan.
4. Prepare in cooperation with the State Highway Department a systems testing procedure.

B. Special Projects

1. Continue and complete Downtown Plan and Development Plan for the Central Savannah Area. In 1966, the MPC completed the Riverfront Plan as an element in the overall Central Savannah Area Plan. The Staff provided

technical assistance to subcommittees of the DRC in developing detailed project and street plans for Liberty Street and Oglethorpe Avenue. Thus far, the Staff has not been available to continue this program.

C. Long-Range Area-wide Planning

In 1967, the MPC proposes to undertake or coordinate the preparation of four major study programs for Chatham County. These include a Comprehensive Metropolitan Airport System Plan; an Area-wide Park, Recreation, and Open Space Plan; a Comprehensive Plan for Neighborhoods; and a Comprehensive Water and Sewer Plan. These four studies or projects have been determined to be vitally important to the continued development and growth of Chatham County; and although these detailed planning projects are primarily intended to be used in guiding the overall development of the Savannah area, they will enable local governments to continue to receive and to take advantage of new State and Federal grant programs. For example, a Comprehensive Airport System Plan will enable Chatham County to qualify for FAA grants for airport improvements not only to Travis but to other air fields that may be opened in the near future. The Park, Recreation, and Open Space Plan will be designed to take maximum advantage of funds that will become available through the State under the Land and Water Conservation Act. The Water and Sewer Study will qualify local governments for receiving matching 50 per cent grants for basic water and sewer facility improvements. Because of the great expense of financing these projects, the MPC has made application for "701" Urban Planning Assistance. Under this program, the local cost of planning is one-third and the Federal share is two-thirds. Because of a special provision of the Housing and Urban Development Act of 1965 dealing with the closing of military installations, it may be possible to qualify for one-fourth, three-fourths grants, thereby reducing the local costs even further. MPC's "701" application has been approved by the HUD Atlanta Regional Office and is awaiting action in Washington.

1. Metropolitan Airport System Plan

This study will provide for an inventory and analysis of the existing airport system. A long-range metropolitan airport system plan will be prepared. A

five-year short-range development plan will be developed which is consistent with the long-range plan. A plan and program for implementation also will be developed.

2. Park, Recreation, and Open Space Plan

The MPC will prepare a long-range open space plan for Chatham County. It will identify the existing and expected needs for open space for park and recreational purposes, to conserve land and other natural resources, and to preserve land for historic and scenic purposes. This study will inventory and analyze existing open spaces and their use; develop long-range community objectives for preserving and conserving open space; develop local standards; designate and describe open space areas and uses; and recommend methods for implementing an open-space land acquisition program.

3. Plan for Neighborhood Districts

This study is designed to make an intensive analysis of the existing physical... conditions of... neighborhoods in Chatham County. It will contain recommendations for needed public and private actions....

4. Master Water and Sewer Plan

In order for local governments to qualify for matching Federal funds for basic water and sewer facilities (July 1, 1968, deadline), it is necessary to prepare a comprehensive master water and sewer plan for the urban area of Chatham County. This planning project which will be financed on a per capita basis by local governments (and under "701") will contain the following:

- a. An inventory and analysis of the existing water and sewer systems, including facilities, service area, performance of operations;
- b. Forecast of future requirements;
- c. Preparation of a Comprehensive Plan to 1985; and

- d. Preparation of a Development Program, a six-year short-range plan, and recommendations for review and updating of the plans.

5. 1970 Census

The Planning Commission will participate in the preparation process for the 1970 Census. Assistance will be requested for this work under a separate "701" planning contract.

III. Administration

The Staff of the MPC devotes substantial time to conducting its numerous administrative activities and office operations. These include regular and special committee meetings, keeping and distribution of minutes, bookkeeping, clerical activities, and similar routine operations.

1. The continuation of normal office operations, community services, Commission meetings, budgeting, and keeping of records.

Planning Commission - Prospects for Future Programs

Emphasis on comprehensive metropolitan-wide planning programs can be expected to increase in the immediate future. These programs will be similar to those already underway or about to get underway, such as the Chatham Urban Transportation Study, Metropolitan-wide Water and Sewer Plan, Airport System Plan, and Open Space Plan. We can expect such future metropolitan-wide programs as air pollution abatement, human resources (i. e., industrial employment, health, and other human resources), greater involvement in hospital programs, school planning, and new town development.

An increase can be expected in individual advance planning programs for municipalities and County units of governments such as a Community Renewal Program, or similar program, for the City of Savannah, probable involvement in the Demonstration Cities Program, County Renewal Program, and increased assistance to small municipalities. We can also expect an increase in requests for special studies from local governments and local government agencies.

Problems and Recommendations

Most of the Planning Commission's problems can be divided into four categories as follows:

- I. External Organization
- II. Internal Organization
- III. Obsolescence and inadequacies of the subdivision and zoning ordinances for the City of Savannah and Chatham County
- IV. Goals and Policies

I. External Organization

Problem: The Planning Commission's membership is representative of and responsible to the governments of the City of Savannah and Chatham County. The planning jurisdiction (except on an individual separate contract basis) is the incorporated limits of the City of Savannah and the unincorporated area of Chatham County.

The Planning Commission is performing three functions: (1) local short-range and advance planning; (2) administration of local subdivision ordinances and recommendations on revisions to local zoning ordinances; and (3) comprehensive metropolitan-wide planning.

Under the Planning Commission's present organization structure, comprehensive, metropolitan-wide planning is difficult to initiate, develop, administer, and implement.

Our zoning situation is analogous to the "tail that wagged the dog." Inordinately large proportions of staff time is spent on subdivision and zoning regulations matters. The true cost and time spent on these matters has simply never been reflected in our budget or work schedule.

The Mayor and Aldermen of the City of Savannah have indicated that they would like to delegate the responsibility for holding public hearings for zoning to a planning agency.

It is difficult to the point of becoming almost impossible for a planning agency to administer ordinances for local political subdivisions and, at the same time, perform metropolitan-wide planning functions.

Recommendations

1. Remove the subdivision and zoning administrative duties to planning departments under the respective governing bodies. The City already has a planning department; however, it may need some reorganization to conform to the State Enabling requirements. The County at present has no planning department. It is possible for the City and the County to handle subdivision and zoning administrative duties jointly. Garden City and Port Wentworth have planning commissions duly established under the State Enabling requirements and are carrying out the local functions of subdivision ordinance and zoning ordinance administration.
2. Reorganize the Planning Commission to be representative of all political subdivisions in the Chatham County-Savannah Metropolitan Area, thus making the Commission a true metropolitan-wide planning agency.
3. Delegate major advance planning programs for all political subdivisions in the Chatham County-Savannah Metropolitan Area to the Metropolitan Planning Commission.
4. Delegate the comprehensive metropolitan-wide planning program to the Metropolitan Planning Commission.

II. Internal Organization

Problem: The internal organization of the Planning Commission has changed from year to year in an attempt to suit immediate needs; however, the internal organizational structure has never been totally satisfactory. Inadequacies in the internal organizational structure stem from a number of causes including failure to anticipate future programs far enough in advance to obtain staff resources, tendency to underestimate staff man hour requirements for programs, failure in the past to provide adequate staff salaries to attract top qualified planners, tendency to accept or initiate unscheduled short special studies which inevidently mushroom into full fledged planning studies.

Recommendation: The Executive Director has the responsibility of preparing and presenting to the Planning Commission recommendations for future programs and for internal organization changes. I will, in the immediate future, prepare a list of programs for the Advanced Planning Committee and recommend that this Committee and myself collaborate with the respective governing

officials in setting up a tentative planning program for a three or four year period. The action taken on establishing future work programs and the action taken on external reorganization will provide a sound basis for establishing a better functional internal organizational structure.

III. Obsolescence and Inadequacies of the Subdivision and Zoning Ordinances for the City of Savannah and Chatham County

Problem: The subdivision ordinance for the City of Savannah was adopted in 1959 and has been amended four times. The County subdivision ordinance was adopted in 1961 and has been amended three times. Both ordinances, although not identical, have the same basic inadequacies. The ordinances lack adequate provisions for condominium development, cluster development, industrial development, commercial subdivision development, row housing, and a number of other types of land development. The minimum development standards are not suitable for all areas in the community. The existing standards, in some instances, are too high and, in other instances, too low. The ordinances have a number of conflicting sections and sections which seem to conflict with State law.

Since its adoption in 1960, the Zoning Ordinance for the City of Savannah has had 96 text amendments and 193 map amendments. The ordinance has many overlapping and conflicting sections, is difficult to read, and even more difficult to administer. In many instances, the requirements in the existing ordinance are over burdensome on the developer or individual and in other instances, needed controls and standards are not even covered in the ordinance. The zoning ordinance, very much like the subdivision regulations, lacks adequate provisions for many types of land development.

The County zoning ordinance, adopted in 1962, has had 13 text amendments and 31 map amendments. The inadequacies of the County ordinance are very similar to those in the City.

I have previously recommended that the administration of the subdivision regulations and recommendations on zoning amendments be turned over to planning departments under the respective governing bodies. However, regardless of what agency handles the subdivision and zoning duties, the four ordinances need to be completely revised, immediately.

Recommendation: I recommend that professional consultants be hired as soon as possible to completely revise the zoning and subdivision ordinances of the City of Savannah and Chatham County. I further recommend that, if administered by the City and County separately, the four ordinances should remain separated. If they are administered jointly by the City and the County, the zoning ordinances should be combined and the subdivision ordinances combined.

Upon your instructions, I will contact a consultant and obtain estimates of cost for revising the ordinances and develop a proposal to present to the County Commissioners and Mayor and Aldermen.

IV. Goals and Policies

Problem: For several years, we have discussed the need for establishing goals and policies for the Planning Commission, but these goals and policies have never materialized. Goals and policies are needed to explain, first to ourselves and our elected officials, and then to the citizens of the community, what planning is, what we expect to achieve through planning, and how we expect to go about achieving it.

Recommendation: I recommend that the Executive Committee and the Executive Director work together to establish a broad general set of goals and policies for presentation to the full MPC membership, and further, that these broad guidelines be continually refined and strengthened to become the guides and policies for all major planning programs.

A RESOLUTION

WHEREAS, the Chatham County Board of Commissioners and the Mayor and Aldermen of the City of Savannah established the Chatham County Savannah Metropolitan Planning Commission as the joint municipal-county planning commission to be composed of twelve (12) members, six (6) of such members to be appointed by the County Commissioners of Chatham County and (6) six to be appointed by the Mayor and Aldermen of the City of Savannah; and

WHEREAS, it is desirable that the membership of the joint municipal-county planning commission be increased to fourteen (14) members to allow the City Manager and County Manager to be members as long as they hold these positions.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Chatham County and the Mayor and Aldermen of the City of Savannah hereby appoint the City Manager and County Manager as additional members of the Metropolitan Planning Commission, to hold such appointments during the time they hold their positions as City Manager and County Manager.

ADOPTED, this 31st day of May, 1990.

MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH

By:

John P. Rousakis
John P. Rousakis, Mayor

Attest:

Terrence C. Reese
Clerk of Council

I, Jimmie L. Szoke, Clerk of the Commissioners of Chatham County, Georgia, hereby certify that the foregoing is a true extract of the minutes of the meeting of the Commissioners of Chatham County, Georgia, held the 8th day of June, 1990.

BOARD OF COMMISSIONERS OF
CHATHAM COUNTY, GEORGIA

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the Court, this

Robert L. McCorkle
Robert L. McCorkle, Chairman

day of 12 day of June 1990

Jimmie L. Szoke
Attest: *Jimmie L. Szoke*
Jimmie L. Szoke, Clerk

STATE OF GEORGIA :
COUNTY OF CHATHAM :


IN THE CHATHAM COUNTY COMMISSIONERS' COURT

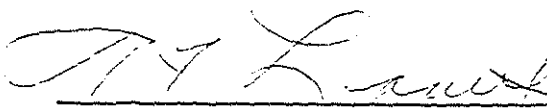
WHEREAS, THE COMMISSIONERS OF CHATHAM COUNTY AND EX-OFFICIO JUDGES THEREOF DEEM IT ADVISABLE THAT CHATHAM COUNTY HAVE A COMPREHENSIVE PLAN OF ZONING, AND,


WHEREAS, THESE AND OTHER BENEFITS CAN BE OBTAINED FOR CHATHAM COUNTY BY ADOPTING A RESOLUTION PLACING CHATHAM COUNTY UNDER THE PROVISIONS OF THE 1957 ACT OF THE GENERAL ASSEMBLY OF GEORGIA AS CONTAINED IN GEORGIA LAWS 1957, PAGE 420, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1958 CONTAINED IN GEORGIA LAWS, PAGE 169, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1959 CONTAINED IN GEORGIA LAWS, PAGE 335, AND AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1960 CONTAINED IN GEORGIA LAWS, PAGE 1037,


NOW THEREFORE, BE IT RESOLVED THAT FROM AND AFTER THE PASSAGE OF THIS RESOLUTION, CHATHAM COUNTY SHALL COME WITHIN THE PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1957 CONTAINED IN GEORGIA LAWS, PAGE 420, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1958 AS CONTAINED IN GEORGIA LAWS, PAGE 169, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1959 CONTAINED IN GEORGIA LAWS, PAGE 335, AND AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1960 CONTAINED IN GEORGIA LAWS, PAGE 1037.

IN OPEN COURT, THIS 26TH DAY OF MAY, 1961.



C.C.C.


C.C.C.


C.C.C.


C.C.C.

C.C.C.

C.C.C.

Charles F. Lind C.C.C.

(SEAL OF THE COURT)

Chief Justice of the Supreme Court
of the State of New York
for the year ending at the close of the
session of the Court at the City of New York

held on 26th May 1916

at the City of New York
the Court on the 21st
day of April 1916

J. Hanigan

STATE OF GEORGIA :

COUNTY OF CHATHAM :

IN THE CHATHAM COUNTY COMMISSIONERS' COURT

WHEREAS, THE NECESSITY FOR THE APPOINTMENT OF A PLANNING COMMISSION FOR THE COUNTY OF CHATHAM AS PROVIDED BY 1957 ACT OF THE GENERAL ASSEMBLY OF GEORGIA AS CONTAINED IN GEORGIA LAWS 1957, PAGE 420, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1958 AS CONTAINED IN GEORGIA LAWS 1958, PAGE 169, AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1959 CONTAINED IN GEORGIA LAWS 1959, PAGE 335 AND AS AMENDED BY THE ACT OF THE GENERAL ASSEMBLY OF GEORGIA OF 1960 CONTAINED IN GEORGIA LAWS 1960, PAGE 1037, IS APPARENT SO THAT A MASTER PLAN FOR CHATHAM COUNTY MIGHT BE DEVELOPED AND RECOMMENDATIONS AS TO ZONING, SUBDIVISION REGULATIONS AND OTHER MATTERS AS PROVIDED BY SAID ACT MIGHT BE MADE TO THE COMMISSIONERS OF CHATHAM COUNTY AND EX-OFFICIO JUDGES THEREOF, AND,

WHEREAS, THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, A MUNICIPALITY LOCATED WITHIN THIS COUNTY, HAS EARLIER APPOINTED SUCH A BODY, AND,

WHEREAS, IT IS DESIRABLE THAT THE SAME PLANNING COMMISSION BE UTILIZED FOR SAID PURPOSES BY CHATHAM COUNTY, AND,

WHEREAS, THE JOINT USE OF SAID PLANNING COMMISSION IS PERMITTED BY SAID ACT, AS AMENDED,

NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS OF CHATHAM COUNTY AND EX-OFFICIO JUDGES THEREOF BY THIS RESOLUTION DO APPOINT THE METROPOLITAN PLANNING COMMISSION OF SAVANNAH AS THEIR PLANNING COMMISSION TO BE OPERATED JOINTLY WITH THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH AND DO FURTHER BY SAID APPOINTMENT, ELECT TO COME WITHIN THE SCOPE OF AND TO RECEIVE AND UTILIZE ALL

OF THE POWERS CONFERRED BY SAID AFORESAID ACTS OF THE GENERAL ASSEMBLY OF GEORGIA,

BE IT FURTHER RESOLVED THAT THE FOLLOWING NAMED PERSONS ARE APPOINTED TO BE MEMBERS OF SAID PLANNING COMMISSION FOR THE TERMS SET OPPOSITE THEIR NAMES:

| NAME: | TERM EXPIRING: | APPOINTED BY: |
|--|----------------|---|
| HENRY WOELTJEN, CHAIRMAN | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| HERMAN W. COOLIDGE, VICE CHAIRMAN | MARCH 1963 | CHATHAM COUNTY |
| W. E. SICKEL, SECRETARY & TREASURER | MARCH 1963 | CHATHAM COUNTY |
| N. K. CLARK | MARCH 1963 | CHATHAM COUNTY |
| WM. MALLIE EXLEY, JR. | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| OSCAR M. HANSEN | MARCH 1963 | CHATHAM COUNTY |
| DR. LEE HOWARD, JR. | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| JOSEPH J. HUTTON | MARCH 1963 | CHATHAM COUNTY |
| M. W. LIPPITT | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| A. C. NEFF | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |
| JAMES S. RICHMOND | MARCH 1963 | CHATHAM COUNTY |
| WILLIAM V. TYSON, JR. | MARCH 1963 | MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH |

BE IT FURTHER RESOLVED THAT THE MEMBERS OF SAID PLANNING COMMISSION SHALL BE APPOINTED HEREAFTER BY THE POLITICAL SUBDIVISION DESIGNATED AFTER THE NAME AND TERM ABOVE REFERRED TO, AND,

BE IT FURTHER RESOLVED THAT A COPY OF THIS RESOLUTION BE FORWARDED TO THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH FOR THEIR CONCURRENCE IN THE USE OF THE METROPOLITAN PLANNING COMMISSION AS THE JOINT MUNICIPAL-COUNTY PLANNING COMMISSION.

SERVICE: POLICE PROTECTION

COUNTY-CITY AGREEMENT FOR
DRUG ENFORCEMENT ACTIVITIES

THIS AGREEMENT, made and entered into this 13th day of April 2012, by and between CHATHAM COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as "County" and the MAYOR AND COUNCIL MEMBERS OF THE CITY OF GARDEN CITY, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as "City."

:WITNESSETH:

WHEREAS, the Constitution of the State of Georgia of 1983 in Article 9, Section 3, paragraph 1, provides that municipalities and counties of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years: and

WHEREAS, the County and the City are mutually concerned about illegal drug sales, trafficking, possession, distribution, and abuse, as well as related violent crime connected with illegal drug activity; and

WHEREAS, the County and the City are mutually interested in a cooperative effort to enforce the law regarding drug activity and related crime; and

WHEREAS, the Board of Commissioners of Chatham County reviewed this agreement and authorized the Chairman to sign this document at the April 13, 2012 meeting of the Board of Commissioners; and

WHEREAS, the Mayor and Council Members of the City of Garden City reviewed this agreement and authorized the City Manager to sign this document at the _____ meeting of the Mayor and Council Members.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made, the County and the City do hereby mutually agree as follows:

1. Organizational Structure for Drug Enforcement. The County will assume responsibility for organizing and managing a drug enforcement unit dedicated solely to the enforcement of laws regarding drug sales, trafficking, distribution, possession and abuse, plus activities related to the prevention of drug-related violent crime. The staffing of law enforcement officers and agents to the Drug Unit will be provided on a loaned, cost reimbursement basis by local, state or federal law enforcement agencies as specified in separate agreements with each participating governmental agency. The assignment of officers from participating governments to the Drug Unit will be known as a "Tour of Duty." The conditions of this organizational arrangement are the subject of this Agreement and are described in the following sections. The Drug Unit will not be a separate legal entity, but will be an instrument of the Chatham County government.

2. Participating Governments. Only governmental units with written agreements consistent with this Agreement will be considered "participating governments." The term "participating government" shall include the County.

3. Name of Drug Enforcement Unit. Within this agreement, the organizational structure for drug enforcement described in this Agreement will be known as the "Drug Unit." The operational name may be changed by the County upon implementation of the Unit with the advisement of the Drug Enforcement Advisory Board.

4. Goal and Mission. The goal of the Drug Unit is to create a community free of illegal drug abuse, possession, importation, distribution and sales. The Drug Unit's mission is to reduce both the supply and demand for illegal drugs.

5. Director. This position will be hired by and will report to the County Manager. The Director of the Drug Unit will be under the direct supervision and control of the County Manager.

6. Number of Civilian Personnel. The number of non-sworn civilian employees will be seven (7); consisting of two (2) assistant district attorneys and five (5) administrative personnel.

7. Number of Sworn Officers. Annually, the Drug Enforcement Advisory Board and the Director will assess the staffing needs and make recommendations to the Board of Commissioners. Currently, the minimum number of sworn law enforcement personnel will be forty-five (45), which includes the Drug Unit Director and the Primary Property & Evidence Custodian.

8. Personnel Assignments. All sworn law enforcement personnel will be provided by a "Tour of Duty" program in which all participating government agencies assign officers to the Unit for a 36 month period. At the conclusion of each tour of duty each officer will be evaluated and may be assigned for an additional 24 month period. Following the five year tour of duty, any further retention will be determined by joint agreement of the Chief of the parent agency and the Director. At the conclusion of each tour of duty, the officer may be subject to a polygraph test with approval of the parent agency and the Director.

The City shall provide a minimum of one (1) sworn police officer. The City will be given up to 180 days notice for positions to be transferred to the Drug Unit. The Director shall determine the number of personnel to be assigned at each rank.

Qualifications for assignment to a tour of duty include: two (2) years of professional law enforcement experience; an exemplary record of law enforcement service devoid of serious, sustained allegations of departmental infractions of regulations, standard operating procedures, and policies, an extensive training record at a regional, state or federal law enforcement academy in obtaining and executing search warrants, conducting drug raids, making street drug cases, conducting reverse sting operations, using surveillance technology equipment, and developing and using informants and information networks; and a willingness to undergo random urinalysis and polygraph testing.

Any participating agencies joining in this multi-jurisdictional agreement hereby agree to relinquish all command and directive authority over their respective assigned personnel and confer exclusive directive supervision and authority to the direction of the Director.

9. Worker's Compensation Claims and Benefits. Any employee assigned to the Drug Unit from any agency shall be required to be covered under the employing agency's worker's compensation program, even though the employee works under the supervision and direction of the Director. Any injury, disability, or death, incurred by any employee while assigned to the Drug Unit shall be deemed to have arisen out of, and to have been sustained in the course of such employment. If any employee, or anyone on his/her behalf, files a claim for worker's compensation benefits against any participating government, other than the participating government assigning him/her, for any injury claimed to have been sustained while working with the Drug Unit, the participating government that assigned the employee shall indemnify, defend, and hold harmless all the other parties to this agreement with respect to such claim at no cost to such other parties.

10. Minority Participation. The Drug Unit minority goal objective is to have at least fifty percent (50%) of the sworn personnel assigned to the Drug Unit be minority. All participating agencies agree to assign sworn officers whose demographics reflect the composition of the community's population.

11. Cost Reimbursement. Personnel assigned to the Drug Unit will remain employees of the parent agency, be paid by their agency payroll, and receive continuous agency benefits. The County will reimburse the agencies for expenses including salaries, overtime pay, social security, per capita medical insurance coverage, per capita life insurance coverage, per capita disability insurance coverage, pension contributions, and per capita estimates for workers compensation. These amounts will be itemized by the agency in a bi-weekly

request for payment. Payments for salary and benefit reimbursements will be made bi-weekly from the County to the agency.

12. Primary Drug Enforcement. The Drug Unit created by this agreement shall be the primary drug enforcement agency for Chatham County and all municipalities contained therein.

13. Planning and Analysis. The Drug Unit will operate a cooperative ongoing planning process that establishes a goal statement, objectives, strategies, and priorities for drug enforcement activities. The planning process will be a continuous activity that allows operations to respond to changing conditions. An analytical component that includes a computerized database of identified drug locations and suspects will ensure that planning and decision-making are based on adequate information about drug trafficking suspects and locations.

14. Geographic Coverage Assurances. The County will ensure that program planning and the implementation of operations are geographically dispersed or concentrated in a manner which aims to be consistent with the measured geographical distribution of illegal drug activity. The Director will keep the Drug Enforcement Advisory Board and the County Manager appropriately informed as to any shifts in concentrations of manpower or any change in geographical areas of attention.

15. Community Participation. The County must include, as part of the planning process, a mechanism for citizen participation in program planning. This mechanism must include a drug telephone "hot line" for soliciting information on drug activity, regular neighborhood meetings in areas identified as "hot spots" or other neighborhoods whose residents express concerns about illegal drug activity, and an effort to maintain informal communication between officers and citizens consistent with the philosophy of community-oriented policing.

16. Evaluation and Performance Measures. The evaluation of program effectiveness will be based on outcome measures that gauge the extent that

progress toward the goal is being achieved, namely reducing the amount of illegal drug importation, possession, manufacturing, distribution, sales, or other trafficking. This may include a reduction in the number of concentrated locations of observable drug activity.

17. Reporting Requirements. The Director shall, through the County Manager, report monthly to the Chatham County Board of Commissioners on the progress of the Drug Unit. The Director shall forward a copy of this report to the City Manager, the Mayor and Council Members of the City of Garden City and voting members of the Drug Enforcement Advisory Board. The monthly progress report shall include a critical evaluation of the effectiveness of the Drug Unit in achieving outcome-based performance measures.

18. Advisory Board. Policy advice will be given to the Drug Unit at a quarterly meeting of a Drug Enforcement Advisory Board. The Drug Enforcement Advisory Board shall not be a legal entity and shall have no authority concerning administrative or personnel decisions. The Drug Enforcement Advisory Board recognizes that the County Manager shall have direct authority over and responsibility for the Director of the Drug Unit.

The following positions will be voting members of the Advisory Board: SCMPD Chief of Police, two (2) Command Staff officers from the SCMPD, Sheriff of Chatham County, one (1) Command Staff officer from the Chatham County Sheriff's Department, and the District Attorney of the Eastern Judicial Circuit of Georgia. *Note: Command Staff denotes rank of Major or above for the purposes of this MOU.*

The following positions will be voting members only if their agency has personnel assigned to the Drug Unit and will otherwise be non-voting members: Chief of Police for Bloomingdale, Chief of Police for Garden City, Chief of Police for Pooler, Chief of Police for Port Wentworth, Chief of Police for Savannah-Chatham County Board of Education, Chief of Police for Thunderbolt, Chief of

Police for Tybee Island, Chief of Police for Richmond Hill and the Sheriff of Bryan County.

In the event a voting member cannot attend a Drug Enforcement Advisory Board Meeting, a designee from the member's agency may attend the meeting and act on behalf of the member, provided said designee is listed as an agency representative on Appendix I (see attached).

The following positions will be non-voting members: Special Agent in Charge of the Savannah Office of the U. S. Drug Enforcement Administration, Senior Resident Special Agent of the Savannah Office of the Federal Bureau of Investigation, Resident Agent in Charge of the Savannah Office of the Bureau of Alcohol, Tobacco, and Firearms, Resident Agent in Charge of the Savannah Office of Immigration and Customs Enforcement, and the Special Agent in Charge of the Savannah Office of the Georgia Bureau of Investigation.

The SCMPD Chief of Police shall act as the Chairman of the Drug Enforcement Advisory Board. The Drug Enforcement Advisory Board "voting members" shall elect, annually, a Vice-Chairman for the purpose of presiding over the quarterly meetings in the absence of the Chairman. In the event there is an Interim Chief of Police from the SCMPD, then the Vice-Chairman will preside over the quarterly meetings until a new SCMPD Chief of Police is selected.

19. Job Security. The Director may not terminate the employment of any individual on a tour of duty on the Drug Unit. Each officer assigned to a Tour of Duty maintains the rights of employment and possibility of termination consistent with the personnel rules and regulations of the participating government employing the officer. Only the participating government has the authority to change an officer's employment status, rank, or pay.

20. Replacement of Officers. All personnel serving on a tour of duty serve at the pleasure of the Director. The Director may request that any individual be replaced for any reason. Any such request must be granted by the participating

agency and a replacement made within thirty (30) days. The participating agency reserves the right to remove any officer from the Drug Unit for reassignment, promotion, or other reasons.

21. Replacement of Vacant Positions. Upon the event of a vacant position in the Drug Unit due to resignation, retirement, reassignment or promotion to another position, or any other reason, the participating agency will ensure that the position will be filled within thirty (30) days of the date of vacancy. Temporary position vacancies created by loss of personnel from the participating agencies may be filled by any of the participating agencies or a contract employee upon an agreement with the affected Chief of Police and the Director and with approval of the County Manager. When a participating agency provides the temporary replacement it shall receive reimbursement for the position as it would for any other position within the Drug Unit.

22. Chain of Command. A chain of command must be established by the Director that is clear and unambiguous. The chain of command may result in the establishment of smaller work units, such as an intelligence unit, major case unit, buy/bust unit, immediate reaction unit, investigative support unit, or other such organization as the Director deems appropriate.

23. Standard Operating Procedures. The Director shall establish written standard operating procedures that are in compliance with Georgia State Certification standards.

24. Powers of Drug Unit Officers. To ensure that each sworn officer assigned to the Drug Unit will be given the authority to enforce local and state laws without restriction, so as to quash any jurisdictional question or attacks which may hereafter arise, the City and County, and all other participating governmental agencies, hereby agree to confer jurisdictional authority upon all Drug Unit officers to jointly enforce their respective local ordinances. Additionally, the Sheriffs of Chatham and Bryan Counties may, by the terms of this agreement,

confer deputy sheriff appointments upon the sworn members of the Drug Unit, if necessary.

25. Physical Plant and Equipment. The County shall be responsible for providing office space, vehicles, gasoline, radio equipment, surveillance equipment, and all other equipment necessary for drug law enforcement. The County will be responsible for the on-going procurement of needed equipment and supplies.

26. Title to All Property and Equipment. Chatham County shall retain title to all tangible or intangible properties of the Drug Unit. All leased, borrowed, shared, or loaned equipment will revert to the source upon completion of usage by the Drug Unit. All other properties acquired, regardless of source, shall become the exclusive property of Chatham County. In the event, or upon such time that the Drug Unit is disbanded, all property and equipment not leased, loaned, shared or borrowed shall revert to Chatham County.

27. Support Services. Any necessary law enforcement service not available from the sworn or civilian staff of the Drug Unit, including but not limited to laboratory analysis, evidence protection and storage, prisoner transportation and detention, medical care for arrestees, will be provided by the County. Any such service may be provided by a participating agency on a non-binding cooperative basis as offered by the participating agency.

In an effort to reduce costs while providing for all of the essential needs of the Drug Unit and the Director, SCMPD and the Chatham County Sheriff's Department agree to make available to the Director, the Internal Affairs Investigative personnel of those agencies. Any request for such services from the Director shall be met as a joint obligation of these departments. Investigative findings of any internal investigation will be reported directly to the Director. Any unusual costs associated with such endeavor will be reimbursed by the County.

28. Budget and Financial Responsibility. The County will assume budget responsibilities for ensuring the fiscal welfare of the Drug Unit, including all accounting of expenditures and revenues.

29. Submission for State and Federal Grants. For the purposes of submitting for State or Federal grant funds, the County shall be responsible identifying and making primary grant applications for which the Drug Unit may be eligible. Whenever it is advantageous, participating agencies agree to join in the submission application for the purpose of enhancing the possibility of securing the grant funding. The City agrees to provide whatever expertise or technical grant assistance it has available at the time, for the purpose of securing the grant award. Chatham County agrees to reimburse the City for the cost of such services, which may later be taken from the grant award.

30. Audit Requirements. Expenditures and revenues for the Drug Unit will be accounted for in the general fund. This fund must be included in an annual financial audit.

31. Asset Forfeiture. Currency confiscated by the Drug Unit shall be considered revenues to be used only as funding for the Drug Unit and shall be accounted for separately. Non-currency assets seized by the Drug Unit shall become the property and responsibility of Chatham County. Any funds received by the liquidation of non-currency assets must also accrue to a separate fund for asset forfeitures to be used only by the Drug Unit. The maximum annual dollar amount obtained from confiscated currency and liquidated assets that accrue to the fund dedicated to the Drug Unit shall be \$450,000.00 dollars. Any funds obtained in excess of this amount shall be divided among participating agencies based on the average number of personnel to a tour of duty for that fiscal year. The County assumes responsibility for managing confiscated currency and seized assets and must comply with federal and state asset forfeiture laws.

32. Staff Personnel Records. During the tour of duty of any assigned employee, the Director shall maintain an active personnel file on such employee. Employee information such as attendance records, job related injuries, work performance etc, shall be maintained in this file. However, the permanent employee records of such assigned employee shall not be deemed to be in the “care, custody or control” of the Director. Upon the completion of their individual tour of duty, an assigned employee’s respective personnel records, which were generated by the Director, shall be duly maintained by Chatham County and the human resources department of the assigning participating agency.

33. Implementation Date. The provisions of this Agreement shall be implemented on the date identified in the implementation plan, or any other specific date agreed upon in general correspondence between the County Manager and the City Manager.

34. Provisions for Termination of Agreement. This Agreement may be terminated by the Mayor and Council Members of the City of Garden City or by the Chatham County Board of Commissioners with 30 days written notice for a violation of this Agreement. This Agreement also may be terminated without stated reason by the Mayor and Council Members of the City of Garden City or by the Chatham County Board of Commissioners with 180 days written notice.

35. Amendments to This Agreement. This agreement may be amended by the mutual agreement of the parties hereto. Such amendment shall be in writing to be attached to and incorporated into this agreement.

36. Legal Construction. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

37. Collaboration with Area Police Departments. The Drug Unit shall collaborate and coordinate with the police departments of any city within Chatham County in which it will work. This includes establishing goals, objectives, priorities and strategies to eliminate and to remove the drug supplies. The Drug Unit shall collaborate and coordinate the implementation of enforcement strategies with the police department of each jurisdiction.

IN WITNESS WHEREOF, the County and the City have caused this agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto set forth in duplicate originals.



Janice E. Barcock
Clerk of Commission

BOARD OF COUNTY COMMISSIONERS
OF CHATHAM COUNTY, GEORGIA

Pete Lisapski
Chairman

ATTEST:

Ronola Small Banks
Clerk of Council

FOR THE MAYOR AND COUNCIL
OF THE CITY OF GARDEN CITY

[Signature]
City Manager

**Drug Enforcement Advisory Board
Member Agency Designees**

Bloomington Police Department – Captain Roy Pike

Bryan County Sheriff's Department – Captain R. M. Ward

Chatham County Sheriff's Department – Chief Deputy Roy Harris

District Attorney of the Eastern Judicial Circuit – Chief Assistant District Attorney David Perry

Garden City Police Department – Captain Al Jelinski

Pooler Police Department – Lt. Robert Owens

Port Wentworth Police Department – Captain Lee Sherrod

Richmond Hill Police Department – Major Michael E. Albritton

Savannah-Chatham Metropolitan Police Department – Assistant Chief (VACANT)

Savannah-Chatham County Board of Education Police Department – Captain Joan Sasser

Thunderbolt Police Department – Captain James Pierce

Tybee Island Police Department – Captain William Moseley

This list supersedes and replaces all other Appendixes issued prior to 03/27/2012 pursuant to Member Agency Designees.

CNT DRUG, MONEY, & FIREARM SEIZURES AND ARRESTS - TO DATE (03/30/2012)

| YEAR | COCAINE POWDER | COCAINE CRACK | MARIJUANA | HEROIN | METH | PRESC | MDMA | SYNTH | CASH | FIREARMS | ARRESTS |
|-------------------|-----------------|-----------------|------------------|--------------|---------------|--------------|--------------|---------------|-----------------------|-------------|--------------|
| 1994 | 1615.76 | 1715.68 | 27283.67 | | | | | | \$32,818.00 | 42 | 403 |
| 1995 | 2741.94 | 1524.87 | 33404.81 | 52.1 | | 447 | | 18 | \$82,834.00 | 46 | 502 |
| 1996 | 443.6 | 1438.47 | 30642.61 | 0.1 | | 545 | | | \$58,842.00 | 50 | 509 |
| 1997 | 1308.6 | 768.7 | 87208.2 | 1.3 | | 255 | | | \$49,874.00 | 56 | 780 |
| 1998 | 2620.89 | 2271.58 | 17915.6 | | | 354 | 29 | 126 | \$142,205.00 | 74 | 811 |
| 1999 | 22760.26 | 868.18 | 139100.54 | | | 316 | 597 | | \$44,103.00 | 71 | 848 |
| 2000 | 6117.8 | 790 | 7462.5 | 8.6 | 36.4 | 437 | 887 | 18 | \$62,798.00 | 114 | 813 |
| 2001 | 1118.4 | 1510.5 | 63118.9 | 14.5 | | 953 | 1533 | | \$8,500.00 | 65 | 983 |
| 2002 | 4521.45 | 1417.94 | 34074.84 | 79.6 | 1 | 1113 | 21 | | \$8,380.00 | 16 | 957 |
| 2003 | 1787.89 | 1556.66 | 39567.72 | | 1422.5 | | 89 | | \$110,095.00 | 102 | 908 |
| 2004 | 11049.77 | 2379.58 | 75098.3 | 0.7 | 439.3 | 7564 | 1015 | | \$315,930.00 | 134 | 1134 |
| 2005 | 4719 | 2354.6 | 97735.18 | 2.4 | 168.4 | 3652 | 1218 | 150 | \$207,725.00 | 84 | 1078 |
| 2006 | 6413.5 | 1399.29 | 102736.4 | 8 | 23.8 | 3213 | 884 | 118 | \$168,927.00 | 112 | 1000 |
| 2007 | 5513.04 | 1731.79 | 101565.35 | 17.8 | 8.1 | 2836 | 2101 | 377 | \$264,676.00 | 69 | 848 |
| 2008 | 13045.4 | 855.3 | 32304.6 | 4.7 | 4.8 | 1287 | 745 | 1520 | \$244,072.00 | 76 | 808 |
| 2009 | 1894 | 1366 | 166301.1 | 1 | 96 | 3185 | 1437 | | \$217,751.00 | 114 | 880 |
| 2010 | 2160 | 285 | 1084741.84 | 8 | 488 | 6327 | 596 | 91 | \$130,039.00 | 117 | 988 |
| 2011 | 924.66 | 340.4 | 87686.55 | 73.1 | 3147.7 | 12,392 | 685 | 460.5 | \$250,228.00 | 122 | 887 |
| 2012 | 10.63 | 33.1 | 4200.58 | | 240.2 | 529 | 3 | | \$4,534.00 | 16 | 95 |
| TOTALS/GMS | 90766.59 | 24607.64 | 2232149.3 | 271.9 | 6076.2 | 45405 | 11840 | 2878.5 | \$2,404,331.00 | 1480 | 13613 |
| EQUIV. OZ | 3201.64 | 868 | 78735.43 | 9.59 | 214.33 | | | 101.5 | | | |
| EQUIV. LBS | 200.1 | 54.25 | 4920.96 | | 13.4 | | | 6.35 | | | |

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend
Police Service Providers

AGENCY

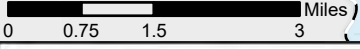
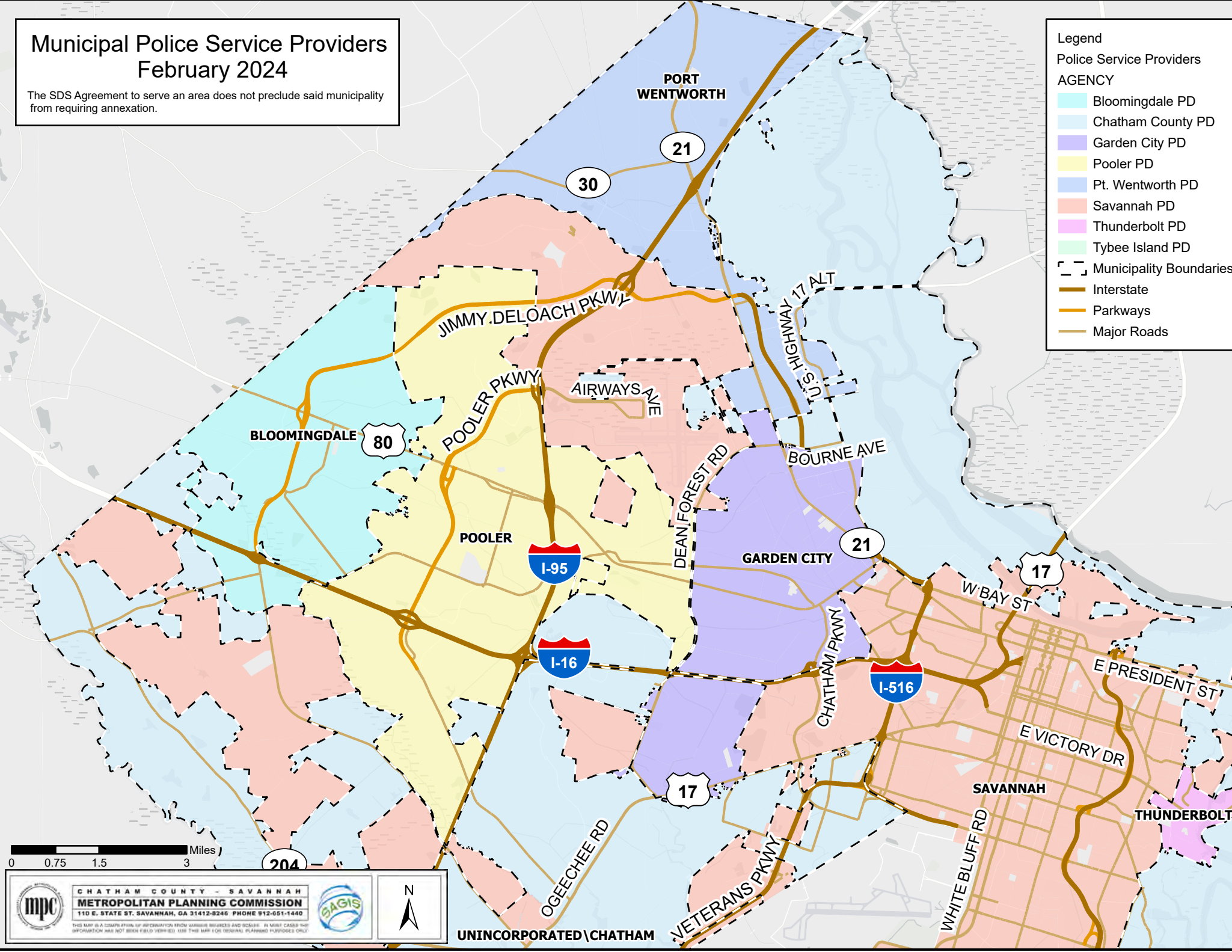
- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

Interstate

Parkways

Major Roads





CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

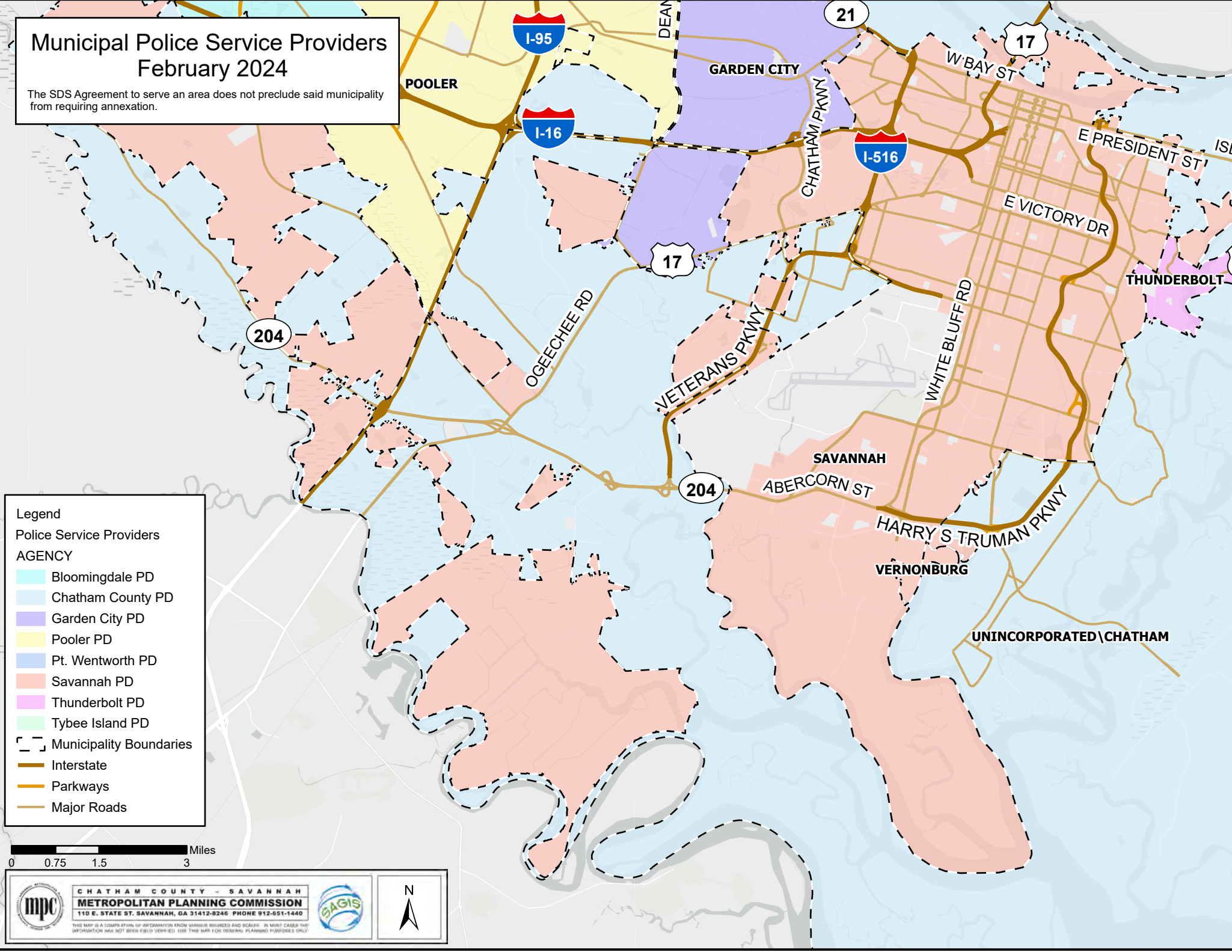




UNINCORPORATED \ CHATHAM

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

Police Service Providers

AGENCY

- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

Interstate

Parkways

Major Roads

0 0.75 1.5 3 Miles



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALERS. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend

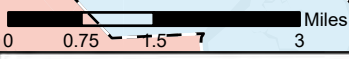
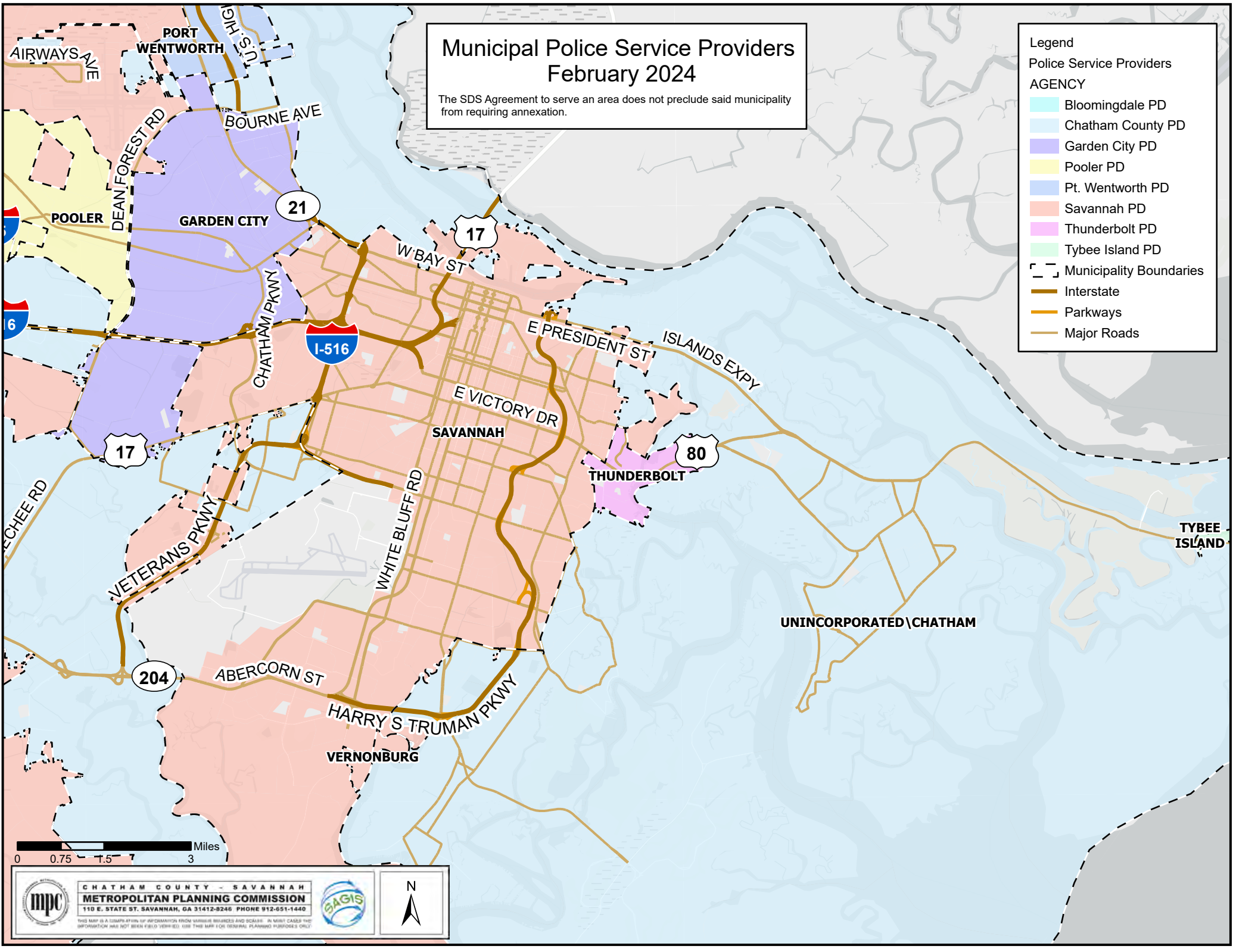
Police Service Providers

AGENCY

- Bloomingdale PD
- Chatham County PD
- Garden City PD
- Pooler PD
- Pt. Wentworth PD
- Savannah PD
- Thunderbolt PD
- Tybee Island PD

Municipality Boundaries

- Interstate
- Parkways
- Major Roads





CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

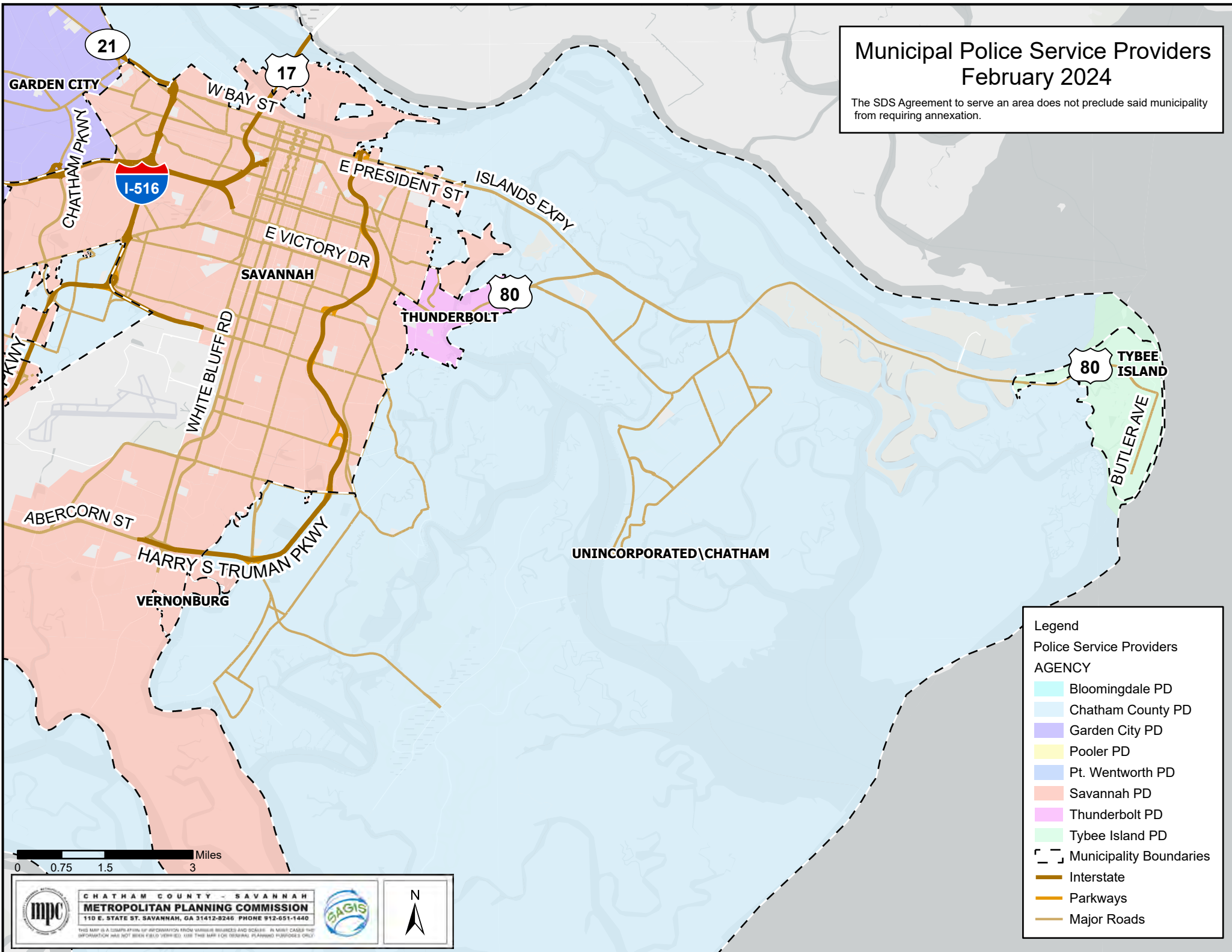
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.





Municipal Police Service Providers February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



- Legend**
- Police Service Providers**
- AGENCY**
- Bloomingdale PD
 - Chatham County PD
 - Garden City PD
 - Pooler PD
 - Pt. Wentworth PD
 - Savannah PD
 - Thunderbolt PD
 - Tybee Island PD
- Municipality Boundaries
 - Interstate
 - Parkways
 - Major Roads





CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

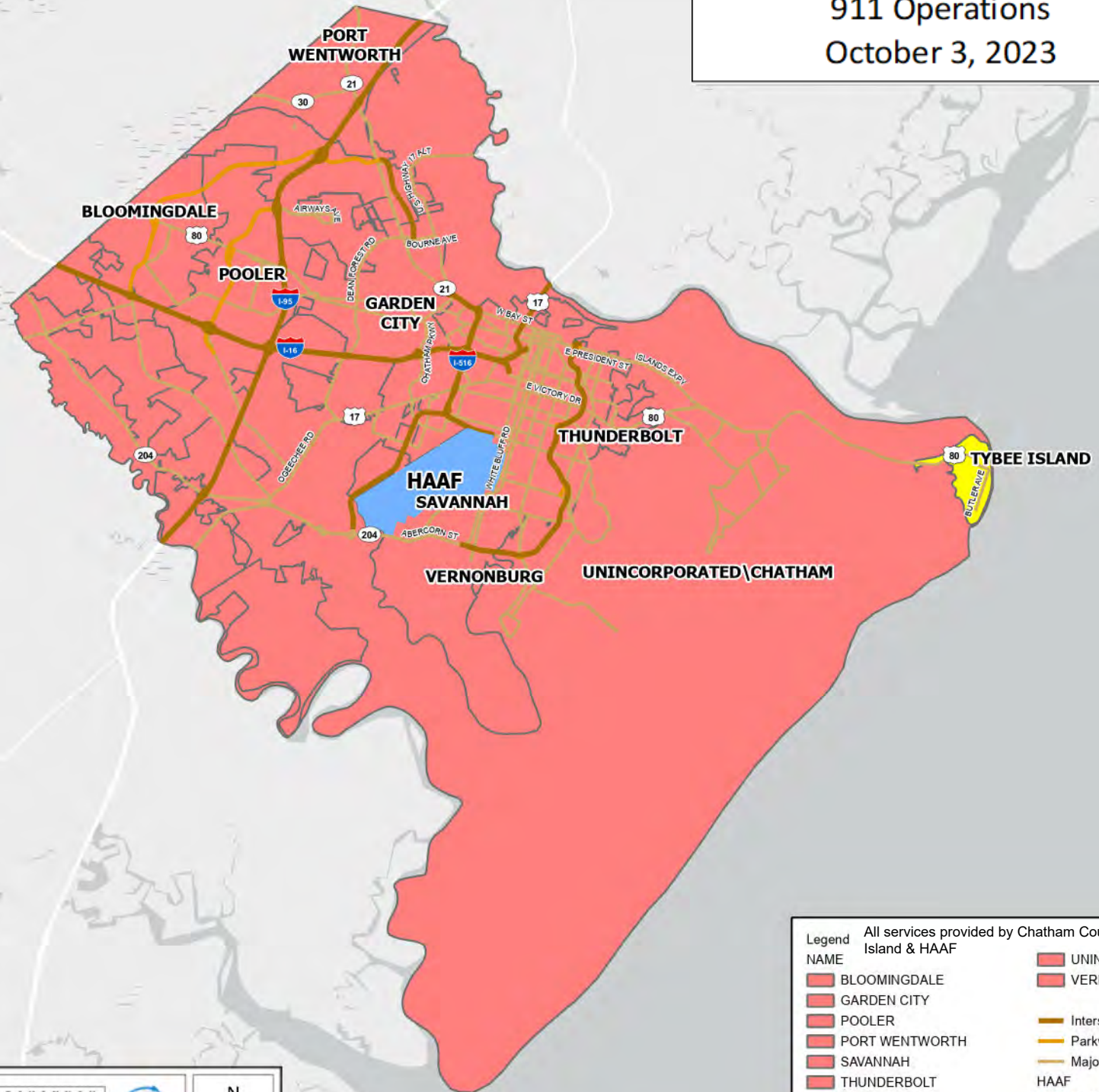
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.





**SERVICE: 911 CENTER
OPERATIONS**

911 Operations October 3, 2023



| Legend | | All services provided by Chatham County except for on Tybee Island & HAAF | |
|--------|----------------|---|------------------------|
| NAME | | | |
| | BLOOMINGDALE | | UNINCORPORATED\CHATHAM |
| | GARDEN CITY | | VERNONBURG |
| | POOLER | | Interstate |
| | PORT WENTWORTH | | Parkways |
| | SAVANNAH | | Major Roads |
| | THUNDERBOLT | | HAAF |
| | TYBEE ISLAND | | HAAF |

THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

The County of Chatham
Georgia



Resolution

WHEREAS, O.C.G.A. 46-5-136(a) directs local governments to create a 911 Advisory Board by Resolution; and,

NOW, THEREFORE BE IT RESOLVED that the duties of the Chatham Communications Center E-911 Executive Advisory Board shall be to assist the Chatham County Government and its PSAP members with:

1. Reviewing and analyzing the progress by public safety agencies in developing "911" system requirements; and
2. Recommending steps of action to effect the necessary coordination, regulation, and development of a "911" system; and
3. Identifying mutual aid agreements necessary to effect the "911" system; and
4. Assisting in the promulgation of necessary rules, regulation, operating procedures, schedules, and other such policy and administrative devices as shall be deemed necessary and appropriate; and
5. Providing other services as may be deemed appropriate by the local government.

BE IT FURTHER RESOLVED, that in accordance with O.C.G.A. 46-5-136 the Chatham County Commissioners shall appoint the Sheriff and the following representatives listed below, from other public safety agencies, which respond to emergency calls under the 911 system and individuals knowledgeable of emergency 911 systems and the emergency needs of the citizens of Chatham County, Georgia. Individuals listed below, except for the Sheriff, shall be public officials or representatives appointed by said public officials provided those selected are knowledgeable of emergency 911 systems and the emergency needs of all local governments, businesses, and citizens within Chatham County:

BE IT FURTHER RESOLVED, that the Chatham Communications Center E-911 Executive Advisory Board in accordance with O.C.G.A. 46-5-136 at no time shall exceed thirteen (13) appointed members; and, such terms shall be for the public official's term of office.

- (1) The Chatham County Manager shall serve as the Chairperson of the Advisory Board;
- (2) The City Manager of the City of Bloomingdale;
- (3) The City Manager of the City of Pooler;
- (4) The City Manager of the City of Port Wentworth;
- (5) The City Manager of the City of Garden City;
- (6) The City Manager of the City of Savannah;
- (7) The City Manager of the Town of Thunderbolt;
- (8) The City Manager of the City of Tybee Island;
- (9) The Chatham County Sheriff;
- (10) The Director of the Chatham Emergency Management Agency;
- (11) The Chief Medical Officer for Chatham Emergency Services;
- (12) The Chatham County Board of Education Superintendent;
- (13) TBA

BE IT FURTHER RESOLVED, The Chatham Communications Center E-911 Executive Advisory Board shall have the responsibility to advise the Chairman on:

- (1) The implementation of the E-911 Communications Strategy and provide specific guidance and counsel on the steps of actions necessary to effect the coordination, regulation and development of the County's 911 system; and
- (2) All matters related to the planning, development, coordination, and implementation of initiatives to promote the E-911 Communications Strategy for the County.

BE IT FURTHER RESOLVED, The Advisory Board shall assist Chatham County in the development of a County-wide E-911 Communication Strategy that improves the County's ability to:

- (1) Review and analyze the progress in developing 911 system requirements;
- (2) Identify, coordinate and implement Mutual Aid Agreements and Intergovernmental Agreements with communications stakeholders and suppliers;
- (3) Coordinate day-to-day communications across a multitude of public safety partners;
- (4) Capture, maintain and share information regarding situational awareness of real or potential threats to the community;
- (5) Respond to and recover from natural and man-made threats;
- (6) Use technological resources to:
 - a. Facilitate the interoperability of communications resources;
 - b. Coordinate warning and alert systems;
 - c. Incorporate multidisciplinary approaches to emergency communications;
- (7) Promulgate necessary rules, regulations, operating procedures, scheduled and other such policy and administrative devices as deemed necessary and appropriate.

BE IT FURTHER RESOLVED, E-911 Communications Strategy shall complement and operate in coordination with the Georgia 911 Emergency Telephone Number Plan and the Chatham County Emergency Operations Plan.

The Advisory Board shall organize and implement a subordinate organizational structure consisting of:

- (1) Management Oversight Committee which will be made up of the Chiefs and Department Heads of system subscribers and stakeholders who will provide guidance and recommendations to the Advisory Board; and
- (2) Additional sub-committees sufficient to ensure inclusion of, and participation from, all stakeholders and beneficiaries of the emergency communications system and network.


BE IT FURTHER RESOLVED, that members of the E911 Steering Committee shall not be compensated;

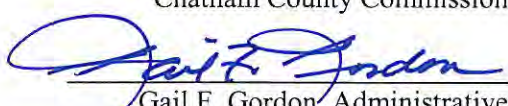
FINALLY, BE IT RESOLVED, that the E911 Steering Committee shall elect a, Vice-Chairperson, and Secretary from within its membership in accordance with By-Laws that will govern the E911 Steering Committee.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Chatham County, Georgia to be affixed this the 8th day of June 2018.



ATTEST:


Albert J. Scott, Chairman
Chatham County Commission


Gail F. Gordon, Administrative
Assistant to the Chairman

SERVICE: PUBLIC
TRANSPORTATION/BUS SERVICE

Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.

Legend

BUS ROUTE

- LIBERTY SHUTTLE
- AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL
- WEST CHATHAM
- BARNARD
- DOT EXPRESS SHUTTLE
- CROSS TOWN
- EAST SAVANNAH
- CANDLER
- HENRY
- ABERCORN LOCAL
- SILK HOPE
- SKIDAWAY ISLAND/ COFFEE BLUFF
- MLK JR/ WESTLAKE APTS
- WATERS 27
- WATERS 28
- W GWINNETT/ CLOVERDALE
- SKIDAWAY/ SANDFLY

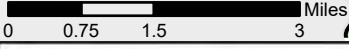
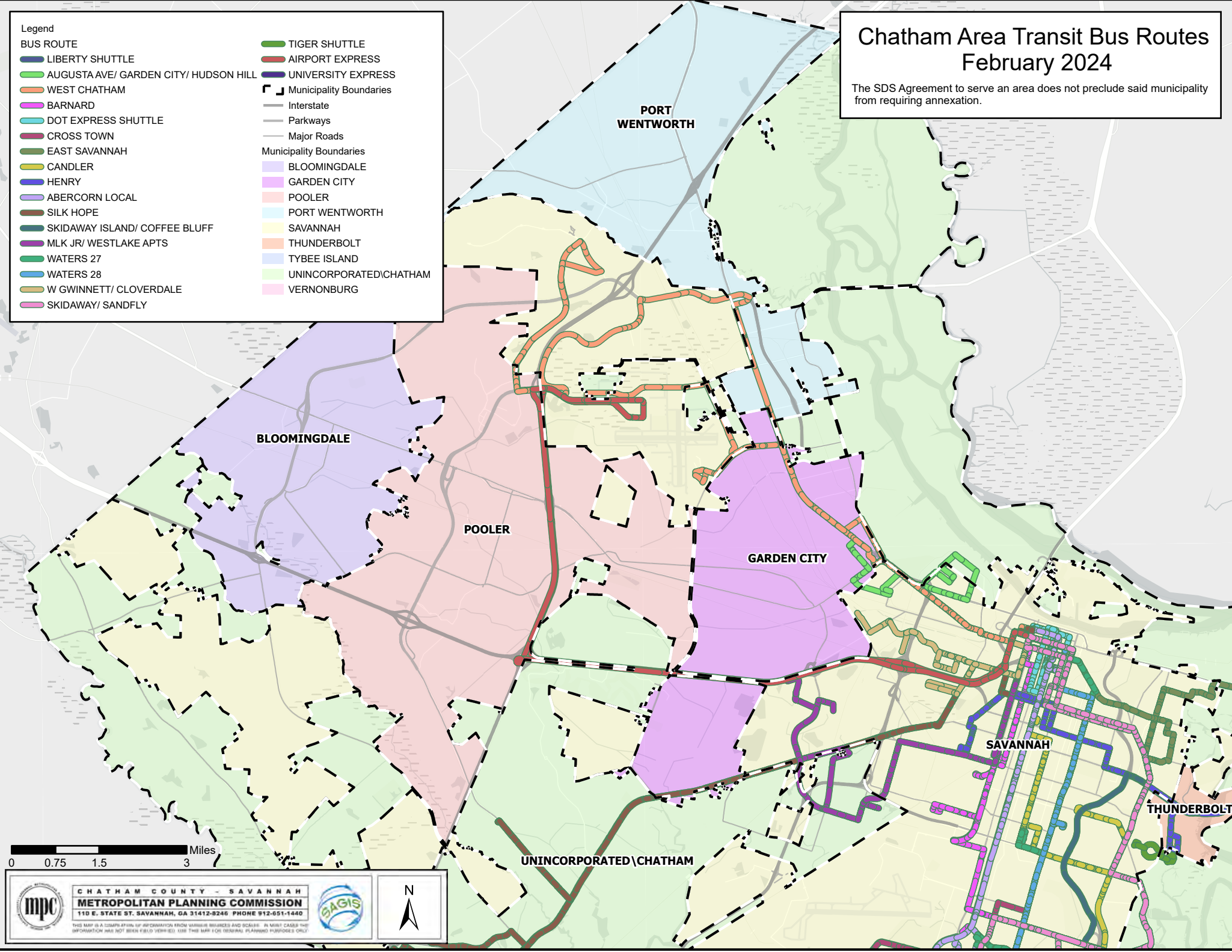
- TIGER SHUTTLE
- AIRPORT EXPRESS
- UNIVERSITY EXPRESS

Municipality Boundaries

- Municipality Boundaries
- Interstate
- Parkways
- Major Roads

Municipality Boundaries

- BLOOMINGDALE
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- UNINCORPORATED\CHATHAM
- VERNONBURG

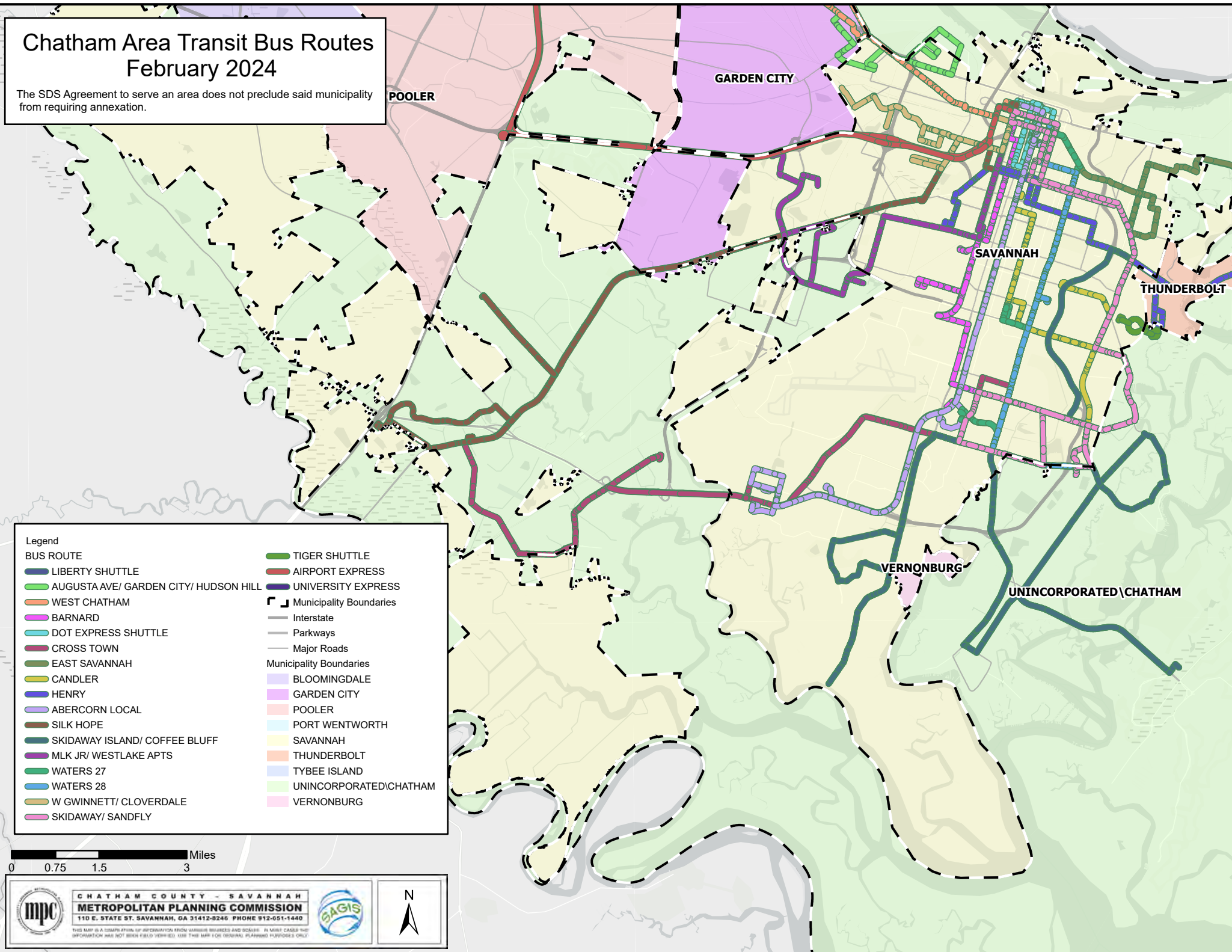


CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SIMPLIFICATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

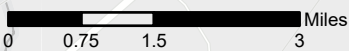
Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| MLK JR/ WESTLAKE APTS | THUNDERBOLT |
| WATERS 27 | TYBEE ISLAND |
| WATERS 28 | UNINCORPORATED\CHATHAM |
| W GWINNETT/ CLOVERDALE | VERNONBURG |
| SKIDAWAY/ SANDFLY | |

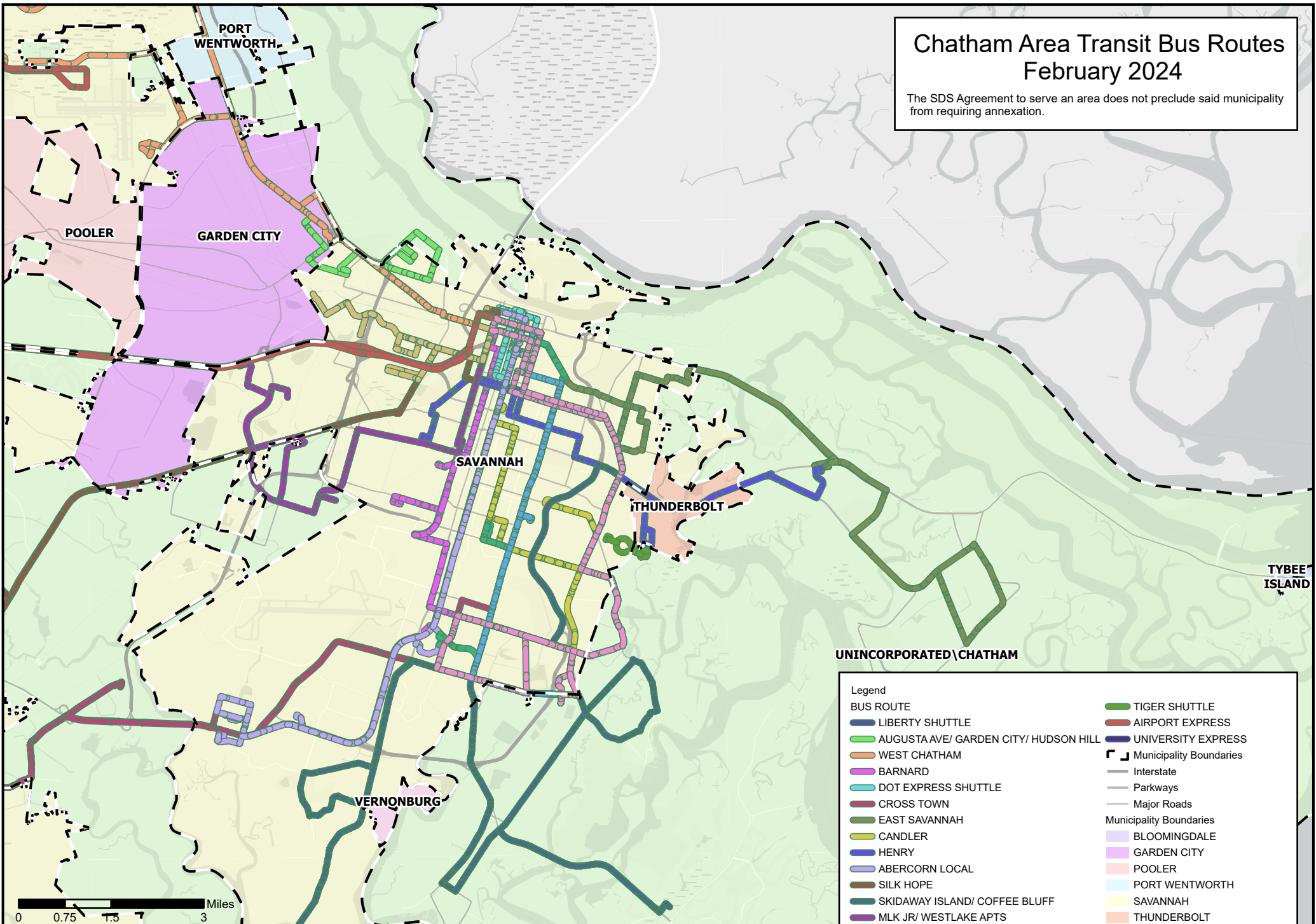


CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



UNINCORPORATED\CHATHAM

Legend

| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| MLK JR/ WESTLAKE APTS | THUNDERBOLT |
| WATERS 27 | TYBEE ISLAND |
| WATERS 28 | UNINCORPORATED\CHATHAM |
| W WINNETT/ CLOVERDALE | VERNONBURG |
| SKIDAWAY/ SANDFLY | |



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

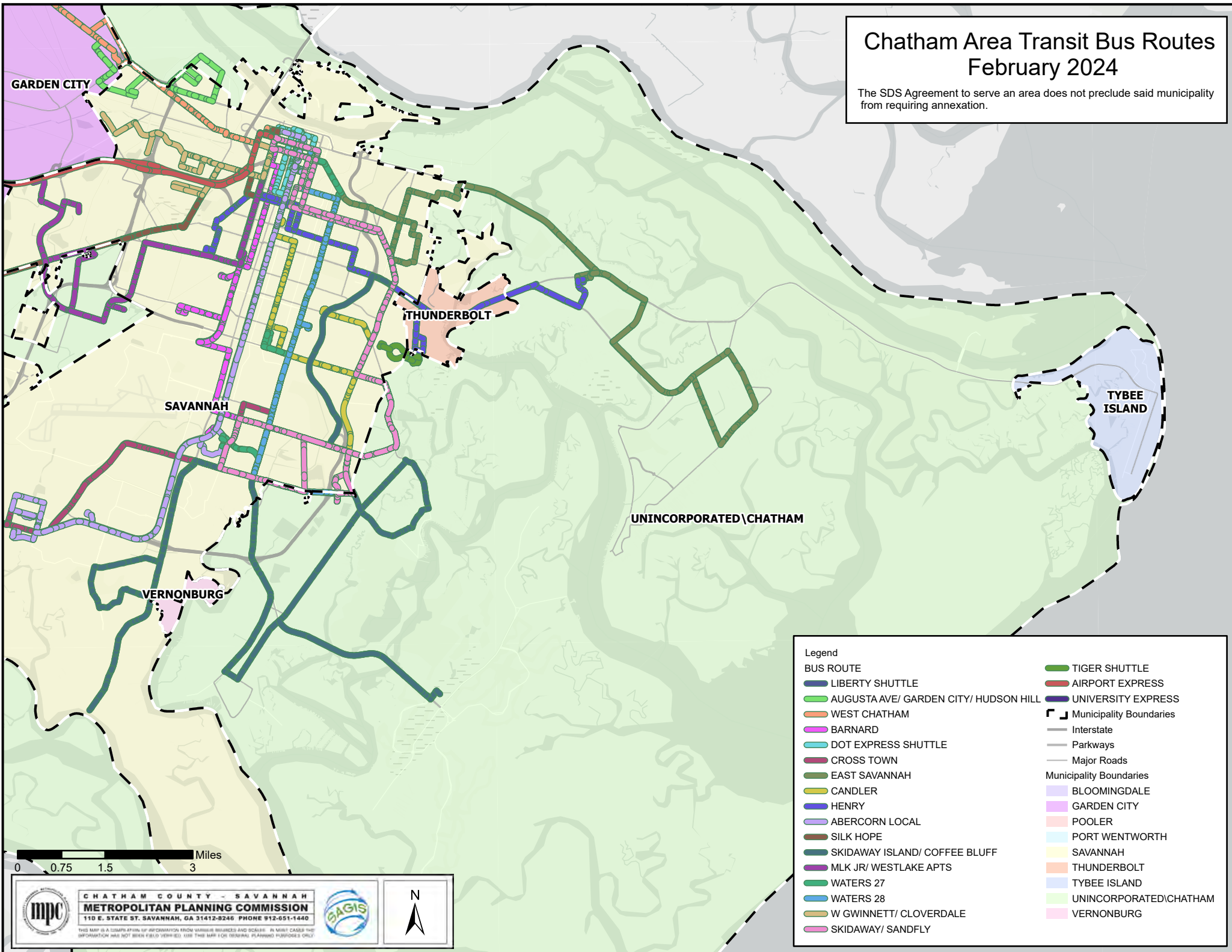




THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THE MAP FOR GENERAL PLANNING PURPOSES ONLY.

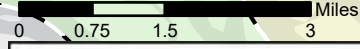
Chatham Area Transit Bus Routes February 2024

The SDS Agreement to serve an area does not preclude said municipality from requiring annexation.



Legend

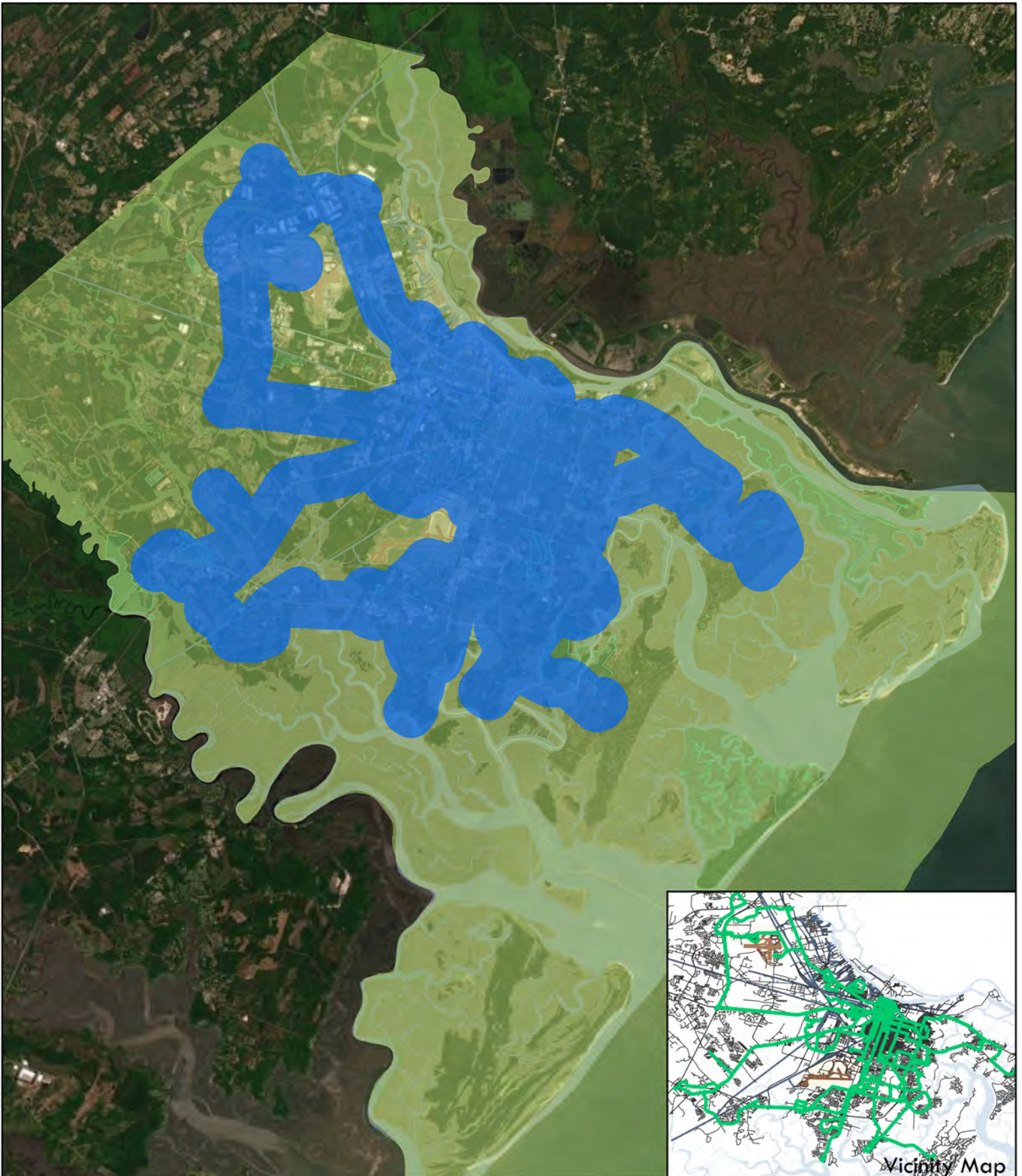
| | |
|---------------------------------------|--------------------------------|
| BUS ROUTE | TIGER SHUTTLE |
| LIBERTY SHUTTLE | AIRPORT EXPRESS |
| AUGUSTA AVE/ GARDEN CITY/ HUDSON HILL | UNIVERSITY EXPRESS |
| WEST CHATHAM | Municipality Boundaries |
| BARNARD | Interstate |
| DOT EXPRESS SHUTTLE | Parkways |
| CROSS TOWN | Major Roads |
| EAST SAVANNAH | Municipality Boundaries |
| CANDLER | BLOOMINGDALE |
| HENRY | GARDEN CITY |
| ABERCORN LOCAL | POOLER |
| SILK HOPE | PORT WENTWORTH |
| SKIDAWAY ISLAND/ COFFEE BLUFF | SAVANNAH |
| MLK JR/ WESTLAKE APTS | THUNDERBOLT |
| WATERS 27 | TYBEE ISLAND |
| WATERS 28 | UNINCORPORATED\CHATHAM |
| W WINNETT/ CLOVERDALE | VERNONBURG |
| SKIDAWAY/ SANDFLY | |



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALAS. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



Vicinity Map



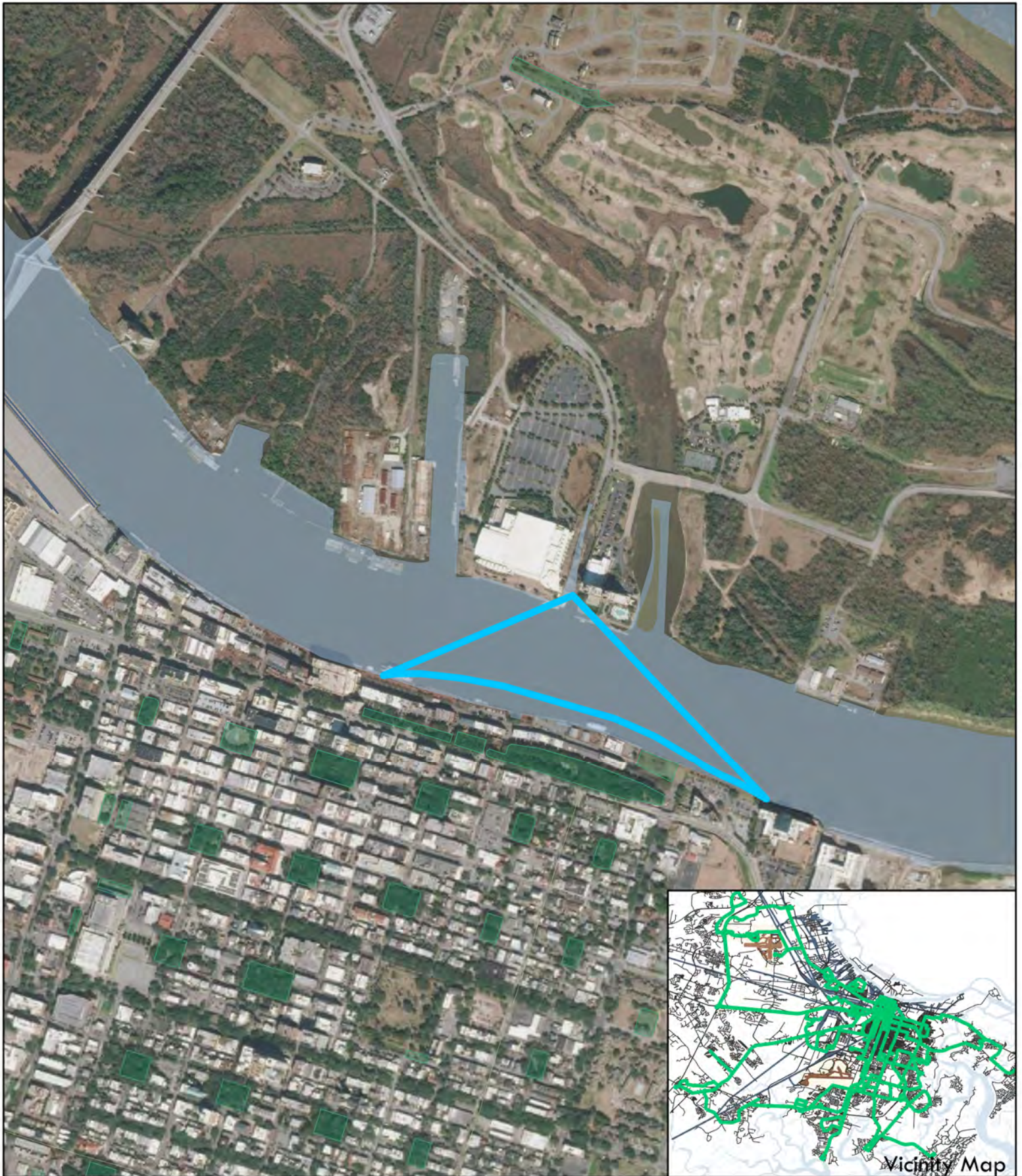
Chatham_County_Comm
 ADA Paratransit 3/4 Mile Re

**Chatham Area Transit
 Paratransit County-wide
 Service Area**

Date: 4/15/2022

Chatham Area Transit





Chatham_County_Comm
 Savannah Belles Ferry

Date: 4/15/2022

Chatham Area Transit

Chatham Area Transit
 Savannah Belles
 Passenger Ferry Service

0 0.07 0.15 0.3 Miles

**SERVICE: RADIO
COMMUNICATIONS**

Southeast Georgia Regional Radio Network (SEGARRN) is a voluntary association composed of representatives of the **City of Savannah** and seven southeast Georgia counties (**Bulloch, Bryan, Camden, Chatham, Effingham, Glynn** and **Liberty**). SEGARRN's goal is to complete build-out of a regional interoperable voice communications network for public safety throughout Southeast Georgia by 2012.

Interoperable communications has been defined as "the ability of public safety agencies to talk to one another via radio communications systems-to exchange voice and/or data with one another on demand, in real time, when needed".

SEGARRN's vision is "To develop and sustain a public Safety communications system that allows licensees to individually own and maintain their portions of the infrastructure (sites) while the sites function together as a network with multiple layers of redundancy". SEGARRN's significance for the citizens of southeast Georgia is that the system "... design provides regional capability to support daily local operations, facilitates rapid response to man-made or natural disasters, and enables state and federal partners to plug-in and operate securely when and as needed."

Efforts to develop a regional interoperable communications system for public safety agencies in southeast Georgia may be traced to preparations for the yachting venue of the 1996 Summer Olympics in the Savannah area. Regional planning was acknowledged as necessary by the difficulty of the Hurricane Floyd evacuation in 1999. The G-8 conference held in coastal Georgia in 2004 was a further impetus to a regional approach to communications. Several single-county or multi-agency upgrade efforts coalesced beneath the SEAGARRN banner in 2006-2007 after Chatham County and the City of Savannah purchased a Smartzone controller which enabled a regional radio network.

Numerous SEGARRN member jurisdictions have been successful in combining local funding with state and federal grants to continue the process of building a regional interoperable communications system. In 2008, SEGARRN jurisdictions received major funding of \$7.1 million from **Public Safety Interoperable Communications (PSIC)** grant to establish a network master site and connectivity for the City of Savannah and six counties. Bulloch County also received PSIC funding to extend the network. PSIC funding has helped achieve the near-completion of the network in several counties, and initiation of the project in Liberty County.

In 2010, Liberty County received an additional award of \$1.6 million from the Homeland Security Grant Program. This award will further the expansion of SEGARRN and allow for increased coverage and capabilities of the system.

For more information visit <http://segarrn.chathamcounty.org/>

Amendment #1, June 25, 2010

To

Intergovernmental Agreement

Between Chatham County and the City of Savannah, Georgia

Dated: December 1996

For the construction and management of a Joint City/County Radio Communications System

The City of Savannah the County of Chatham herein after referred to as the “City” and the “County” do establish the following amendment:

I. **PURPOSE**

To convey 50 percent ownership from the County to the City of new radio system hardware and software purchase under the Public Safety Interoperable Communications (PSIC) Grant.

II. **BACKGROUND**

In December, 1996 the City and County entered into an agreement to jointly fund and manage a public safety radio network. In 2007, the County received a PSIC Grant in the amount of \$7.7 million dollars for the benefit of Bryan County, Chatham County, City of Savannah, Liberty County and Glynn County for interoperable radio communications.

Chatham County received funding for local projects including a new Master Site Controller for the whole regional network, and a three-site “simulcast” system located on towers already in possession of the City and County.

III. **IMPLEMENTATION**

A. Chatham County hereby conveys a fifty percent interest in the hardware and software purchased by Chatham County with PSIC Grant funds including the three-site “simulcast” transmitters and associated equipment; and the Motorola Master Site Controller.

B. The City of Savannah hereby accepts ownership of fifty percent of the above equipment.

C. The City and County each agree to pay one-half the annual maintenance contract for the above equipment.

Acceptance:

City of Savannah:

Chatham County:

Date: _____

Date: _____

Attachment 2. Executed Governance Agreements

INTERGOVERNMENTAL AGREEMENT

Between Chatham County and the City of Savannah, Georgia

For the construction and management of a Joint City/County Radio Communications System

December 1996

The City of Savannah and the County of Chatham herein after referred to as the "City" and the "County" do establish the following agreement:

I. PURPOSE

The City and County have jointly agreed to fund and operate an 800MHz wide-area trunked radio communications system. This document has been prepared to specify the conditions governing the joint operation of the communications system.

II. BACKGROUND

A. GRAND JURY PRESENTMENT

The September 1994 term of the Chatham County Grand Jury made the following presentment:

Presentment 7. "In its deliberations, the 1994 fall term of the Grand Jury learned that police communication between agencies needs improvement. For example, two officers driving a City police car and a County police car side by side on a Savannah street cannot communicate and must stop the cars and get out to talk. The Grand Jury learned that all law enforcement agencies want an interactive communication system and are working toward this end as soon as funding allows. The Grand Jury urges that work continue to improve communications between the County's law enforcement agencies to assure greater safety for all police officers."

B. RAM STUDY

The City and the County jointly applied for a grant from the State of Georgia Department of Community Affairs for a Local Government Consolidation Planning Grant. The grant in the amount of \$25,000 was awarded by the State in October 1994. RAM Communications Consultants, Inc. was competitively selected to study a possible joint City/County public safety radio communications system.

The study began in January 1995. A draft report was issued in March 1995. The final report was presented to the respective staffs in April 1995. A summary of the recommendation follows: **“Implement a joint City/County trunked radio system employing a nominal 4-site simulcast design with 15 channels. Re-use existing equipment to the maximum possible extent, consistent with City and County procurement regulations.”**

The Consultant asserted in the report that a joint system was feasible, cost effective, and provided needed cross-jurisdiction radio communications.

C. CITY/COUNTY MANAGER DIRECTIVES

The City and County managers directed their respective staffs to jointly design and engineer an implementation plan to combine the existing radio communications infrastructure into a common, jointly operated infrastructure that would provide adequate public safety radio communications for the entire County area.

D. STAFF ACTIONS

The Joint Staff Committee planned and engineered, with the help of the vendors, a wide-area trunked 800MHz, public safety grade, radio communications system. The technology selected was Motorola SmartZone.

SmartZone was selected over simulcast as recommended by RAM Communications because the SmartZone product was substantially less expensive and more flexible than simulcast.

III. SYSTEM DESCRIPTION

The system, as designed, is a 4-site Motorola SmartZone 800MHz trunked radio system. SmartZone is a software-driven technology which allows the user radio to select the most suitable site to use. The radio system keeps track of which site in the system each radio is registered to and via computer software assigns access at each of the four sites in response to access requests by individual user radios. The process is transparent to the user and happens in fractions of a second. The system is APCO 16 compliant and can migrate to APCO 25, if desired, at a later date. APCO (Association of Public Safety Communication Officials) 16 is an internationally accepted standard for public safety trunked radio communications systems. APCO 25 is a partially completed standard for public safety digital trunked radio communications.

The heart of the system is the “Common Equipment” which is located at the Chatham County Courthouse MIS center. The common equipment consists of the SmartZone Controller, SmartZone Manager Server, Motorola Business Exchange (MBX)

Ambassador Electronics Bank (AEB) and the MOSCAD (Motorola Supervisory Control and Access Data) Central Controller. This equipment performs all of the decision making processes for the system, controls telephone interconnect access, controls talk group access, assigns system assets as needed and manages all system access. The common equipment connects to the two dispatch centers and the four radio repeater sites.

The City and County each have a dispatch center connected to the common equipment. Each dispatch center operates independently of the other but has equal access to system assets. The dispatch centers each have a Remote SmartZone System Manager Server to perform system management functions with the SmartZone System Manager Server.

The City dispatch center consists of one Motorola Centracom Gold Elite Central Electronics Bay (CEB) with six dispatch positions in the police dispatch center and two positions in the fire dispatch center. The fire dispatch center is connected to the CEB via fiber optic cable. The CEB is connected to the SmartZone controller via City-owned fiber optic cable.

The County dispatch center consists of one Motorola Centracomm Gold Elite Central Electronics Bay with eight dispatch positions at the County Police Barracks on Chatham Parkway and two dispatch positions, connected by leased line T1, at the County Sheriff's Office. The CEB is connected to the SmartZone controller via leased T1 lines.

The system has remote radio repeater sites (RF) located at Kerry Street and Dixie Avenue in Savannah, West Chatham in the town of Pooler, Tybee Island, and South Chatham on Lucas Drive. The Kerry Street site is the main RF site with 13 repeaters and serves all users; the Lucas Drive and Pooler sites each have seven repeaters and primarily serve the Chatham County and Savannah public safety agencies along with the smaller Westside municipalities; the Tybee site has five repeaters and primarily serves Chatham County public safety agencies and The City of Tybee Island.

IV. IMPLEMENTATION RESPONSIBILITIES

A. CITY RESPONSIBILITIES

1. Fund one-half the cost of the common equipment.
2. Purchase and install eight (8) Intellirepeaters and associated equipment at the City's Kerry Street tower site.
3. Engineer, fund and build a Southside site. The Southside site will be constructed using the existing Kerry Street site equipment. The equipment will be upgraded to operate as part of a SmartZone system.

B. COUNTY RESPONSIBILITIES

1. Fund one-half of the cost of the common equipment.
2. Provide space for the common equipment in the M.I.S. Data Center on the fifth floor of the Chatham County Courthouse.
3. Purchase and install five (5) Intellirepeaters and associated equipment at the City's Kerry Street site.
4. Engineer, fund and build the Pooler site.
5. Engineer, fund and build the Tybee Island site.

V. OPERATION AND MAINTENANCE RESPONSIBILITIES

A. CITY RESPONSIBILITIES

1. Maintain and operate all equipment located at the Kerry Street and Lucas Drive sites.
2. Cover all recurring expenses associated with the operation of the Kerry Street and Lucas Drive sites.
3. Maintain and/or operate all City-leased and City-owned system interconnections.
4. Provide one-half of the cost of annual Motorola contract maintenance for the common equipment located in the County M.I.S. Data Center and one-half of the cost of annual software maintenance.

B. COUNTY RESPONSIBILITIES

1. Maintain and operate all equipment located at the Pooler and Tybee Island sites.
2. Cover all recurring expenses associated with the operation of the common equipment.
3. Cover electric utility expenses associated with operation of the common equipment.
4. Maintain and/or operate all County-leased and County-owned system interconnections.
5. Provide one-half the cost of annual Motorola contract maintenance for the common equipment located in the County M.I.S. Data Center and one-half of the cost of annual software maintenance.

VI. SYSTEM MANAGEMENT

A. JOINT COMMITTEE ESTABLISHED

A Joint Radio Systems Management Committee (herein after referred to as the "Committee") will be comprised of the City Electronics and

Telecommunications Superintendent and the County Director of Management Information Services. The City and County managers may appoint respective radio advisory groups to assist the Joint Radio Systems Management Committee on operational issues.

B. OPERATIONS

1. User Trouble Calls
 - City - All operational and equipment-related trouble calls shall be directed to the City Electronics and Telecommunications Division.
 - County - In the County, user equipment is a departmental responsibility. User equipment trouble calls shall be directed to the County's contracted maintenance vendor.
2. System Management/Trouble Calls

System level maintenance and trouble calls will be handled on a case-by-case basis through close coordination between the Vendor and the Committee. Dual password access will be required for system level functions. Passwords will be held by the City Electronics and Telecommunications Division Superintendent and the Chatham County Director of Management Information Services or their designees.
3. Talk Group/ID Assignments

The Committee will assign talk group and ID blocks to the various user groups. The City and County will manage their respective blocks independently.
4. Telephone Interconnect

Access to telephone interconnect will be limited to supervisory personnel only because of potential system degradation to dispatch access. Agencies are encouraged to utilize cellular telephones rather than telephone interconnect.
5. System Paging

This feature will be made available to all users who have equipment capable of performing the function.
6. Private Call

Because of possible system degradation, this feature will not be available.

C. JOINT CONTROL

The City and County jointly agree that neither party will perform any system management function that will adversely impair the ability of the other party to efficiently utilize the system's assets. All system level management tasks will be performed with representatives of both the City and County present.

VII. CROSS-JURISDICTIONAL COORDINATION

- A. One major purpose of the Joint System is to foster radio communications between and among Chatham County jurisdictions. Unhindered cross-jurisdictional radio communication is hereby fostered by this agreement.
- B. The policies and procedures implementing cross-jurisdictional radio communications will be promulgated by the Committee.

VIII. FUTURE SYSTEM EXPANSION

The establishment of the Joint City/County 800MHz Radio Communications System provides the base infrastructure that could support a much larger radio communications network possibly supporting the entire Coastal Empire. This system has wide-area network capability. It is very feasible in the future to offer services to political jurisdictions outside Chatham County.

IX. MUTUAL AID

All City and County radio mutual aid agreements are to be re-negotiated by the Committee.

X. DISASTER RECOVERY

The City and County agree to cooperate to restore normal radio operations as soon as possible after an outage of any sort and to share any radio resources and assets available until the outage has been corrected.

ACCEPTANCE:

City of Savannah:

Michael B. Brown

Date:

12/18/96

Chatham County:

[Signature]

Date:

12-20-96

PUBLIC SAFETY COMMUNICATIONS NETWORK
PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of Oct, 2005, by and between the CITY OF SAVANNAH (the "City"), the COUNTY OF CHATHAM ("Chatham County") and the COUNTY OF EFFINGHAM ("Effingham County").

WITNESSETH

WHEREAS, the City and Chatham County did enter into that certain Intergovernmental Agreement for the construction and management of a joint City/County radio communications system dated December, 1996 for the purpose of funding and operating an 800 MHz wide area trunked radio communications Network (hereinafter referred to as "Network"); and

WHEREAS, Effingham County proposes to connect its 800 MHz trunked public safety radio system to the Network and thereby augment and extend the Network; and

WHEREAS, the benefits of this extended public safety radio coverage would accrue to all the public safety agencies in these jurisdictions; and

WHEREAS, Effingham County has proposed to procure and implement all associated hardware and services to effectuate the purposes of this Agreement. Effingham County will, on an ongoing basis, continue to maintain said hardware as long as it remains part of the Network.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter made, the parties hereto agree as follows:

Effingham County will procure the necessary equipment, services, licenses, user licenses, permits, clearances and appropriate connectivity to become attached to the Network via the SmartZone Controller located at the Chatham County Courthouse at 133 Montgomery Street, Savannah, Georgia 31401.

Effingham County will reimburse the City and Chatham County for any associated incremental increase in the cost of maintenance of the SmartZone Controller.

Effingham County will continue to provide the connectivity cost of attaching to the Network as long as it remains part of the Network.

Effingham County agrees that Network assets will be managed in accordance with the terms of the Joint City/County 800 MHz Intergovernmental Agreement dated December 1996.

The City and Chatham County will continue to manage the Network by the Joint Radio Systems Management Committee (the "Committee") as provided in the Intergovernmental Agreement. User trouble calls, system management/trouble calls, Talkgroup/ID assignment, telephone interconnect, system paging, and related operational issues will be governed by policies and procedures promulgated by the Committee.

It is recognized that the Network could grow to include, Bulloch County, Bryan County, Glynn County, and other counties in coastal Georgia, and that this Agreement might necessarily need to be modified to reflect changes in management structure and other conditions. Parties to this Agreement need to be flexible with regard to amendments which will allow responsiveness to changed circumstances.

Effingham County hereby indemnifies and holds the City and Chatham County harmless from any and all damages or claims of damages suffered by Effingham County as the result or claim to be as the result of the City's and Chatham County's action in the performance of the terms of this Agreement except where such damages or claims of damages is the result of willful misconduct or gross negligence of the City and/or Chatham County.

This Agreement shall be effective for a period of 1 (1) year from the date of execution, and shall be automatically renewed for additional one (1) year periods, unless terminated by any party by sixty (60) days written notice to the other parties of its intention to terminate the Agreement.

This Agreement shall be governed by and construed according to the laws of the State of Georgia.

No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party being deemed to have drafted or structured such provision.

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

In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

In the event of a breach of this Agreement, any nonbreaching party hereto may maintain an action for specific performance against the other party or parties hereto who are alleged to have breached any of the terms, conditions, representations, warranties, or agreements herein contained and it is hereby further agreed that no objection to the form of action in any proceeding for specific performance of this Agreement shall be raised by any party hereto so that such specific performance of this

Agreement may not be obtained by the aggrieved party. Anything contained herein to the contrary notwithstanding, this Section shall not be construed to limit in any manner whatsoever any other rights and remedies an aggrieved party may have by virtue of any breach of this Agreement.

Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice versa.

This Agreement shall bind and inure to the benefit of the parties from time to time and their respective legal representatives, successors, heirs, grantees and assigns.

This Agreement shall not be modified or altered in any respect except by a writing executed by the parties from time to time.

Every notice, demand, consent, approval or other advice, document, or instrument required or permitted to be given to any party hereto shall be in writing and shall be delivered in person or sent by a nationally recognized overnight courier service or in registered or certified form, postage prepaid, return receipt requested, to the following addresses:

County of Chatham
ATTN: County Manager
Post Office Box 8161
Savannah, Georgia 31401

WITH A COPY TO:

County of Chatham
ATTN: ICS Director
133 Montgomery Street Suite 507
Savannah, Georgia 31401

City of Savannah
ATTN: City Manager
Post Office Box 1027
Savannah, Georgia 31401

WITH A COPY TO:

City of Savannah
ATTN: Wireless Services Manager

County of Effingham
Board of Commissioners
601 N. laurel street
Springfield, GA 31329

WITH A COPY TO:

County of Effingham
Attn: Public Safety Director
601 N. Laurel Street
Springfield, GA 31329

or to such other addresses as either party may direct from time to time by written notice forwarded in accordance herewith.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or agreements among the parties in connection with the subject hereof, as set forth or referred to herein. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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

THE MAYOR AND ALDERMEN OF THE CITY
OF SAVANNAH

By: _____
Title: City Manager

As to The Mayor and Aldermen
Of the City of Savannah, executed
In the presence of:

Witness

Notary Public

COUNTY OF CHATHAM

By: _____
Title: Chairman

As to the County of Chatham,
Executed in the presence of:

Witness

Notary Public

COUNTY OF EFFINGHAM

By: *Robert C. Lipp*
Title: Chairman

As to the County of Effingham,
Executed in the presence of:

Jennifer E. Stahl

Witness

Patrice Morris

Notary Public

My Commission Expires
August 8, 2006

Subject: Memorandum of Understanding (MOU)

With the intent of fostering local and regional radio interoperability and to improve preparedness in response to every-day occurrences, natural and other disasters, and matters relating to Homeland Security, the South East Georgia Regional Radio Network (SEGARRN) working group has been established in order to develop all necessary elements relating to the administration, management and overall governance of a regional 800MHz digital trunked radio network for use by all Public Safety and Local Government agencies throughout the Southeast Georgia Region. The radio network is building upon infrastructure currently in place and owned by the City of Savannah, Chatham and Effingham Counties. The present growth is being funded by local tax dollars and money from various federal grant programs.

We the undersigned, recognize the need to establish a governing structure in order to ensure the continued efficient and effective management and growth of the SEGARRN. Therefore, By execution of this Memorandum of understanding, We the undersigned, agree to:

- Appoint a representative to the SEGARRN Working Group who will attend scheduled meetings and represent our jurisdiction in all matters relating to the establishment of the SEGARRN.
- Continue to operate and maintain all our owned or commonly owned equipment currently in use and cooperatively shared by current members of the SEGARRN Working Group.
- Abide by the terms and conditions of the 1996 intergovernmental agreement between the City of Savannah and Chatham County with respect to common infrastructure as it may apply to additional common infrastructure in cooperative use by SEGARRN.
- For the purpose of seamless interoperability, continue to cooperatively share all current and future radio resources with other members of the SEGARRN.
- Work cooperatively with all current and future members of the SEGARRN for the purpose of establishing a governing and operational structure.

Michael B. Brown
 Michael B. Brown Date 2-12-09
 City Manager, City of Savannah

Pete Liakakis 2-11-09
 Pete Liakakis Date
 Chairman, Chatham County Commission

 Dusty Ziegler Date
 Chairman, Effingham County Commission

Jimmy Burnsed
 Jimmy Burnsed Date
 Chairman, Bryan County Commission

 Garrett Nevil Date
 Chairman, Bulloch County Commission

 John McIver Date
 Chairman, Liberty County Commission

 Jerome Clark Date
 Chairman, Glynn County Commission

Governance and Operational Structure

Southeast Georgia Regional Radio Network Working Group Governance and Operational Structure March 9, 2010

1. Purpose: The purpose of this document is to describe the governance and operational structure of the Southeast Georgia Regional Radio Network (hereinafter referred to as “SEGARRN” or “the Network”).
2. Background: SEGARRN is a regional, interoperable 800 MHz digital trunked radio network for use by all public safety and local government agencies in southeast Georgia which have, or in future will, execute the Memorandum of Understanding (MOU) developed to comply with the requirements of the Public Safety Interoperable Communications (PSIC) Grantee-Subgrantee Agreement for funding awarded to Chatham County, Georgia in 2008 by the Georgia Emergency Management Agency (GEMA) from the Department of Homeland Security (DHS) Fiscal Year 2007 Homeland Security Program/State Homeland Security Grant Program.

SEGARRN builds upon efforts to develop interoperable communications which were formalized in two earlier Agreements: “Intergovernmental Agreement Between Chatham County and the City of Savannah, Georgia for the Construction and Management of a Joint City/County Radio Communications System” entered into in December 1996, and the “Public Safety Communications Network Participation Agreement” entered into on October 18, 2005 by the City of Savannah, Chatham County, and Effingham County.

SEGARRN’s goal is to complete build-out of a regional interoperable voice communications network throughout Southeast Georgia by 2012.

3. SEGARRN Objectives:
 - 3.1 Advance migration to next generation radio technology (Project 25 Phase II).
 - 3.2 Correct critical coverage issues within the current footprint of the Network.
 - 3.3 Bring interoperability to the Georgia Ports Authority.
 - 3.4 Bring all public safety agencies in Georgia All-Hazards Region 5 along the I-95 and I-16 hurricane evacuation corridors, and other counties in Region 3 along the I-16 hurricane evacuation corridor, onto the Network.
 - 3.5 Work together with any and all counties in Georgia, Florida and South Carolina wishing to enhance communications interoperability.
 - 3.6 Add 700MHz radio channels onto the Network as part of the P-25 overlay network.

3.7 Begin build-out of a Project 25/34 compatible data network.

3.8 Bring RF coverage within reasonable reach of all public safety communications centers in Region 5 and portions of Region 3 with coverage on both predominant existing frequency bands via the state Motobridge network.

4. Ownership of Network Assets: Unless otherwise authorized by action of the Working Group, Network components that involve the shared operation of the Network shall be inventoried and identified as the property of the City of Savannah and Chatham County. All costs associated with title to and insurance of the Network site controller shall be the responsibility of the City of Savannah and Chatham County. Other infrastructure and subscriber devices purchased by each member jurisdiction shall continue to be the property of that member jurisdiction, and any and all costs associated with said infrastructure and subscriber devices shall be the sole responsibility of the member jurisdiction.

5. Governance Responsibilities:

5.1 To determine the Network annual work plan.

5.2 To prescribe rules, regulations, and service policies for the operation of the Network, including, but not limited to, policies with regard to the creation, control and prioritization of talk groups, and inter-jurisdictional roaming.

5.3 To provide for the further development of the Network through cooperation in the application for, acceptance of, and use of grants, with the proviso that all such applications and commitments of local matching funds required as a condition of grant funding shall be subject to approval by the governing body of each member jurisdiction.

6. Limits of Authority: Any plan that proposes expenditures by the local governing authorities is subject to approval by the governing body of each member jurisdiction.

7. Composition: The Working Group shall be composed of one primary representative appointed by the lead elected official from each of the following founding jurisdictions: City of Savannah, Chatham County, Effingham County, Bulloch County, Glynn County, Bryan County, and Liberty County. Founding jurisdictions are defined as those jurisdictions which executed the Memorandum of Understanding developed in order to comply with the requirements of the PSIC grant. Additional southeast Georgia counties may become members of SEGARRN and appoint a primary representative to the SEGARRN Working Group by (1) providing written documentation of acceptance of the Memorandum of Understanding and of this Governance and Operational Structure document, signed by the chairperson of the county commissioners, and (2) connecting major infrastructure to the Network site controller. Major infrastructure is defined as a Simulcast cell or multiple IntelliRepeater cells which extend geographic coverage of the Network.

8. Alternate Representation: Each primary representative shall appoint an alternate with full voting powers to attend SEGARRN Working Group meetings in his or her absence.
9. Term of Working Group Primary Representatives: All Working Group primary representatives shall serve at the pleasure of the jurisdiction that appointed them and may be replaced at any time by that jurisdiction.
10. Compensation: All Working Group primary and alternate representatives shall serve without compensation from the Working Group.
11. Officers and Duties: The following officers will be elected annually by simple majority vote from among the primary representatives, with each member jurisdiction having one (1) vote: chairperson, vice chairperson, secretary. The chairperson shall preside at all meetings of the Working Group and shall perform such other duties as may be assigned from time to time by the Working Group. The chairperson shall also submit a report of the activities and affairs of the Working Group at each annual meeting of the Working Group and at other times when called upon to do so by the Working Group. The vice chairperson shall discharge the duties of the chairperson in the event of the chairperson's absence or disability for any cause, and shall perform such additional duties as may be prescribed from time to time by the Working Group. The secretary shall have charge of the records and correspondence of the Working Group under the direction of the chairperson, shall give written notice of meetings of the Working Group, and shall take and keep true minutes of all Working Group meetings. Meeting minutes shall be approved at a subsequent meeting. The secretary shall discharge such other duties as shall be assigned by the chairperson. In case of the absence or disability of the secretary, the Working Group may appoint an assistant secretary to perform the duties of the secretary during such absence or disability.
12. Meetings: The Working Group shall meet annually in January to determine the Network work plan for the period beginning July 1 of the current calendar year and ending June 30 of the next calendar year. At the annual meeting, the chairperson shall also distribute a table showing the numbers of radios and mobile data terminals operated on the Network by each member jurisdiction as of January 1 of the current year. Additional Working Group meetings shall be held no less than quarterly at dates, times and locations determined by a simple majority vote of the Working Group. Notice of meetings shall be given personally by the secretary to each Working Group member by one or more of the following means: email, telephone communication, commercial carrier, United States mail. The Working Group shall not take any action except at a Working Group meeting.
13. Quorum for Meetings and Voting: A simple majority of the member jurisdictions shall constitute a quorum for the transaction of business at all meetings. Working Group members may not vote by proxy.
14. Order and Conduct of Business: The order of business at all Working Group meetings shall be determined by the chairperson and distributed at the beginning of each meeting.

Unless otherwise specified by this Governance and Operational Structure document, meeting business shall be conducted in accordance with Robert's Rules of Order Newly Revised (Tenth Edition).

15. Voting Authority: Each member jurisdiction's Working Group representative shall be responsible for all decisions regarding the operation, development and maintenance of the Network. All decisions with respect to amending the Working Group Governance and Operational Structure and approval of the Annual Network Work Plan shall be made using the one (1) radio or mobile data terminal/one (1) vote method, that is, these decisions shall require a majority vote of the total number of radios and mobile data terminals connected to the Network at the time of the decision at a properly convened meeting where a quorum is present. Any member jurisdiction may increase or decrease the number of radios or mobile data terminals on the Network during a fiscal year. Written notification detailing the specific change and effective date shall be provided to the chairperson within thirty (30) days of the effective date of the change. The addition or removal of radios or mobile data terminals which results in an increase or decrease in the total number of subscriber devices operated by the member jurisdiction on the Network will immediately effect that member's voting rights with respect to the Working Group Governance and Operational Structure and Annual Network Work Plan. Voting authority for all other decisions shall be made by a one (1) vote per member jurisdiction method at a properly convened meeting where a quorum is present.
16. Annual Network Work Plan: The Network work plan, which shall be approved annually by the Working Group based on voting authority as specified in 15 above.
17. Committees: The Working Group shall operate as a committee-of-the-whole for the purposes of Network planning, development, evaluation, and other consortium activities.
18. Term and Termination: The term of the Working Group Governance and Operational Structure shall be perpetual, provided that each member jurisdiction may terminate its membership in the Working Group, and therefore in SEGARRN, in accordance with the requirements of 19 below.
19. Default and Termination: The failure by any of the member jurisdictions to take any action required by the Governance and Operational Structure, or subsequently duly adopted by the Working Group, within thirty (30) days following written demand therefore shall constitute an Event of Default; provided, however, if such failure to act is not an incurable breach hereof, and cannot reasonably be cured within thirty (30) days, then so long as the member jurisdiction is pursuing such cure with diligence, such member jurisdiction shall have a reasonable period of time to effectuate such cure, and provided further, however, that the period for cure shall not be in excess of sixty (60) days if the default in question threatens material injury to the any of the other member jurisdictions. The Working Group may, by simple majority vote, find any member jurisdiction in default, which finding the chairperson must communicate in writing to the member jurisdiction's appointed Working Group representative with a copy to the chief executive officer of the affected jurisdiction. If in the judgment of the Working Group, as

expressed by simple majority vote, the defaulting member jurisdiction has failed to cure its default in a reasonable length of time, the Working Group may, by a simple majority vote, terminate the defaulting jurisdiction's membership in the Working Group, and therefore in SEGARRN. The intent of termination is to enable defaulting jurisdictions to continue operating their own communications system while limiting their access to the regional Network. Member jurisdictions have the right to terminate their membership in the Working Group, and therefore in SEGARRN, voluntarily and immediately upon written notice provided by the chief executive officer of the member jurisdiction to the Working Group chairperson.

20. Amendments: This Governance and Operational Structure document may be amended by the Working Group at any meeting provided that notice of the proposed amendment shall have been given to each director in writing at least thirty (30) days prior to such meeting, and that the amendment is adopted by a two-thirds majority of the Working Group using the one (1) radio or mobile data terminal/one (1) vote method. Prior notice of any proposed amendment shall not, however, be necessary at any meeting of the Working Group at which three-quarters of the total voting authority of the member jurisdictions is present.
21. SEGARRN Users Group: The Working Group shall encourage the development of county-level advisory bodies, SEGARRN Users Groups (SUGs), not having or exercising the authority of the Working Group. The purpose of the SUGs is to advise the Working Group on technical, operational, and procedural matters regarding the Network, and to assure the involvement of a broad array of public safety, public health, first responder, public works, and other institutional representatives located or operating assets within the SEGARRN member jurisdictions, including local and county-level law enforcement (municipal and county police departments and sheriff's offices), fire departments, emergency medical services, emergency management agencies, public safety communications centers, security personnel from the Georgia Ports Authority, public works, schools, and state and federal officials with assets or protective responsibilities located in the jurisdictions served by SEGARRN, including but not limited to the Georgia Bureau of Investigation, Georgia State Patrol, and Georgia Department of Transportation, Federal Bureau of Investigation, U.S. Army, U.S. Coast Guard, and Department of Homeland Security. The SUGs will be led by each member jurisdiction's Working Group representative, as well as state and federal agencies which have expressed an interest in serving on the SUGs.

Adopted March 9, 2010 at a meeting in the Glynn County EOC.

Voting Members Approving: Lewis Leonard, Chatham County
Robert L. Davis, City of Savannah
Kathy Hicks, Bryan County
Val Ashcraft, Effingham County
W. D. O Neal, Glynn County

Subject: Memorandum of Understanding (MOU)

With the intent of fostering local and regional radio interoperability and to improve preparedness in response to every-day occurrences, natural and other disasters, and matters relating to Homeland Security, the South East Georgia Regional Radio Network (SEGARRN) working group has been established in order to develop all necessary elements relating to the administration, management and overall governance of a regional 800MHz digital trunked radio network for use by all Public Safety and Local Government agencies throughout the Southeast Georgia Region. The radio network is building upon infrastructure currently in place and owned by the City of Savannah, Chatham and Effingham Counties. The present growth is being funded by local tax dollars and money from various federal grant programs.

We the undersigned, recognize the need to establish a governing structure in order to ensure the continued efficient and effective management and growth of the SEGARRN. Therefore, By execution of this Memorandum of understanding, We the undersigned, agree to:

- Appoint a representative to the SEGARRN Working Group who will attend scheduled meetings and represent our jurisdiction in all matters relating to the establishment of the SEGARRN.
- Continue to operate and maintain all our owned or commonly owned equipment currently in use and cooperatively shared by current members of the SEGARRN Working Group.
- Abide by the terms and conditions of the 1996 intergovernmental agreement between the City of Savannah and Chatham County with respect to common infrastructure as it may apply to additional common infrastructure in cooperative use by SEGARRN.
- For the purpose of seamless interoperability, continue to cooperatively share all current and future radio resources with other members of the SEGARRN.
- Work cooperatively with all current and future members of the SEGARRN for the purpose of establishing a governing and operational structure.

 Michael B. Brown Date
 City Manager , City of Savannah

Pete Liakakis 2-11-09
 Pete Liakakis Date
 Chairman, Chatham County Commission

 Dusty Ziegler Date
 Chairman, Effingham County Commission

 Jimmy Burnsed Date
 Chairman, Bryan County Commission

 Garrett Nevil Date
 Chairman, Bulloch County Commission

 John McIver Date
 Chairman, Liberty County Commission

 Jerome Clark Date
 Chairman, Glynn County Commission

Subject: Memorandum of Understanding (MOU)

With the intent of fostering local and regional radio interoperability and to improve preparedness in response to every-day occurrences, natural and other disasters, and matters relating to Homeland Security, the South East Georgia Regional Radio Network (SEGARRN) working group has been established in order to develop all necessary elements relating to the administration, management and overall governance of a regional 800MHz digital trunked radio network for use by all Public Safety and Local Government agencies throughout the Southeast Georgia Region. The radio network is building upon infrastructure currently in place and owned by the City of Savannah, Chatham and Effingham Counties. The present growth is being funded by local tax dollars and money from various federal grant programs.

We the undersigned, recognize the need to establish a governing structure in order to ensure the continued efficient and effective management and growth of the SEGARRN. Therefore, By execution of this Memorandum of understanding, We the undersigned, agree to:

- Appoint a representative to the SEGARRN Working Group who will attend scheduled meetings and represent our jurisdiction in all matters relating to the establishment of the SEGARRN.
- Continue to operate and maintain all our owned or commonly owned equipment currently in use and cooperatively shared by current members of the SEGARRN Working Group.
- Abide by the terms and conditions of the 1996 Intergovernmental agreement between the City of Savannah and Chatham County with respect to common infrastructure as it may apply to additional common infrastructure in cooperative use by SEGARRN.
- For the purpose of seamless interoperability, continue to cooperatively share all current and future radio resources with other members of the SEGARRN.
- Work cooperatively with all current and future members of the SEGARRN for the purpose of establishing a governing and operational structure.

Michael B. Brown Date
City Manager, City of Savannah

[Signature] 4-7-09

Dusty Ziegler Date
Chairman, Effingham County Commission

[Signature]

Garrett Nevil Date
Chairman, Bulloch County Commission

Jerome Clark Date
Chairman, Glynn County Commission

[Signature] 2-11-09

Pete Liakakis Date
Chairman, Chatham County Commission

[Signature]

Jimmy Burnsed Date
Chairman, Bryan County Commission

John McIver Date
Chairman, Liberty County Commission

Subject: Memorandum of Understanding (MOU)

With the intent of fostering local and regional radio interoperability and to improve preparedness in response to every-day occurrences, natural and other disasters, and matters relating to Homeland Security, the South East Georgia Regional Radio Network (SEGARRN) working group has been established in order to develop all necessary elements relating to the administration, management and overall governance of a regional 800MHz digital trunked radio network for use by all Public Safety and Local Government agencies throughout the Southeast Georgia Region. The radio network is building upon infrastructure currently in place and owned by the City of Savannah, Chatham and Effingham Counties. The present growth is being funded by local tax dollars and money from various federal grant programs.

We the undersigned, recognize the need to establish a governing structure in order to ensure the continued efficient and effective management and growth of the SEGARRN. Therefore, by execution of this Memorandum of Understanding, We the undersigned, agree to:

- Appoint a representative to the SEGARRN Working Group who will attend scheduled meetings and represent our jurisdiction in all matters relating to the establishment of the SEGARRN.
- Continue to operate and maintain all our owned or commonly owned equipment currently in use and cooperatively shared by current members of the SEGARRN Working Group.
- Abide by the terms and conditions of the 1996 intergovernmental agreement between the City of Savannah and Chatham County with respect to common infrastructure as it may apply to additional common infrastructure in cooperative use by SEGARRN.
- For the purpose of seamless interoperability, continue to cooperatively share all current and future radio resources with other members of the SEGARRN.
- Work cooperatively with all current and future members of the SEGARRN for the purpose of establishing a governing and operational structure.

 Michael B. Brown Date
 City Manager, City of Savannah

 Dusty Ziegler Date
 Chairman, Effingham County Commission

 Garnett Newl Date
 Chairman, Bulloch County Commission

 Jerome Clark Date
 Chairman, Glynn County Commission

Pete Lisakakis 2/11-09

 Pete Lisakakis Date
 Chairman, Chatham County Commission

Jimmy Burnside

 Jimmy Burnside Date
 Chairman, Bryan County Commission

John McIver

 John McIver Date
 Chairman, Liberty County Commission

**SERVICE: REFUSE COLLECTION &
DISPOSAL**

**SOLID WASTE COLLECTION
AND DISPOSAL SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 7TH day of FEBRUARY, 2022, by and between the **CITY OF POOLER**, a municipal corporation created under the laws of the State of Georgia (hereinafter called the “**City**”), and **ATLANTIC WASTE SERVICES, INC.** (hereinafter called the “**Contractor**”) of Pooler, a corporation maintaining an office located in Pooler, Georgia, for the purposes of engaging in the business of providing refuse collection, removal and disposal services.

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

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

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

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

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

A. DEFINITIONS.

1. **Bags.** Plastic storage bags with sufficient wall strength to maintain integrity when lifted from the top. Maximum total weight of bags and contents shall not exceed forty-five (45) pounds.
2. **Commercial Unit.** Any location within the corporate limits of the City which does not fall within the Residential Unit category but uses a roll-off cart for garbage, recycling, or both. A commercial unit shall be deemed in use when either water or electrical services are being supplied thereto.
3. **Construction & Demolition (C&D) Refuse.** Waste material resulting from construction, repairs, remodeling or demolition operations on structures of all kinds, sidewalks and driveways, and including waste and rejected material such as earth, stone, brick, debris and waste products from installation or replacement of plumbing, heating, air conditioning, and electrical systems as well as flooring, carpeting, roofing, and lot cleaning or lot clearing.
4. **Dead Animals.** Dead animals or portions thereof, weighing less than fifty (50) pounds.
5. **Disposal Site.** A refuse depository including but not limited to sanitary landfills, transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse for processing or final disposal.
6. **Garbage.** Every accumulation of waste—animal, vegetable, or other—except any matter included in the definition of yard waste, recycling, commercial refuse, dead animals, hazardous waste, or white goods.
7. **Hazardous Waste.** Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCB's), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials,

flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a “hazardous waste”, a “hazardous substance”, or similar designation under any federal, state or local environmental law.

8. **Occupant**. Any person or family residing within a Residential Unit or any person or entity who owns, operates, manages, etc. a Commercial Unit, and subscribes to waste collection services provided for hereunder.
9. **Refuse**. All garbage, rubbish, construction debris, and white goods.
10. **Residential Unit**. A dwelling within the corporate limits of the City and occupied by a person or group of persons comprising not more than four (4) families. Each single-family dwelling within any such residential unit shall be counted as separate residential units. A residential unit shall be deemed occupied when either water or electrical services are being supplied thereto.
11. **Single-Stream Recyclable Materials**. Tin and aluminum containers, glass bottles and containers, newsprint, paper and paper products, cardboard, and plastic containers (numbers 1-7) generated by Residential or Commercial Units within the incorporated areas of the City, that are collected and commingled within a single 96-gallon Roll-off cart that will be provided to each Residential and Commercial Unit by Contractor. Recyclables do not include hazardous waste or items contaminated with food waste.
12. **Solid Waste**. Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HPDE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building construction and demolition (C&D) materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.

13. **White Goods & Furniture.** Discarded appliances, TV's, household goods, furniture, mattresses, and waste material other than dead animals, commercial refuse, or hazardous waste, with weights exceeding fifty (50) pounds and/or volumes greater than thirty-five (35) gallons. White goods are NOT part of this agreement.
14. **Yard Waste.** Leaves, grass clippings, garden residue, mulch, tree trimmings, tree branches no more than four (4) feet in length and four (4) inches in diameter and that are bundled and tied, chipped shrubbery and other vegetative material generated from a residential yard or garden. Yard waste does not include tree stumps, rocks, and bulk soil or stone.

B. TYPES OF COLLECTIONS

1. Service to Residential Units

The Contractor shall provide waste collection service to Residential and Commercial Units on a regular basis as follows:

- a. **Garbage** shall be contained in ninety-six (96) gallon carts to be provided by the Contractor. Contractor shall provide at least one (1) cart to each residential unit covered by this Agreement, and maintain and replace such carts as required. Additional carts may be requested by the occupant of any Residential or Commercial Unit for an additional fee. Garbage shall be removed by Contractor once weekly and the cart shall be returned to the curb so as not to block the occupant's driveway, mailbox, public or private access, or impede traffic in any way.
- b. **Yard Waste** shall be collected from Residential Units from the curbside one time (1x) per week on the same day as Garbage. Yard Waste collection shall be limited to no more than two (2) cubic yards or a 4'x4'x4' pile of Yard Waste from each Residential and Commercial Unit per week. Yard Waste may not be placed in the roll-out carts or in the Single Stream Recyclable Material roll-out carts. Instead, Yard Waste must be bagged separately in brown paper bags or bundled and tied (each bag and bundle may not

exceed 45 lbs. in weight), and all Yard Waste must be placed in proximity to the Garbage cart on collection day. No more than ten (10) bags or ten (10) bundles of Yard Waste shall be put out for regular pick-up per week. In the event that yard waste set out at a Residential or Commercial Unit does not meet the specifications above, the Contractor shall leave a clearly explanatory printed or written notice for the occupant, and notify the City within twelve (12) hours.

City and Contractor acknowledge and agree that, should Georgia state or local law change or be amended to prohibit the commingling of municipal solid waste and Yard Waste during collection and/or disposal activities, Contractor and City may agree to meet and negotiate in good faith an amendment for the Yard Waste collection service to ensure compliance with all applicable federal, state, or local laws.

- c. **Single-Stream Recyclable Materials** shall be collected by Contractor from Residential and Commercial Units at the frequency of once every other week in a 96-gallon Roll-out Cart provided by the Contractor. Any materials not contained within the recycling cart will not be collected by Contractor. Items which shall be collected include aluminum cans, steel cans, one through seven plastic bottles and containers, clear, brown, and green glass containers, and all grades of paper, including but not limited to newspaper, junk mail, magazines, and corrugated cardboard.

Recyclable materials shall be collected curbside bi-weekly. Vehicles designated for recycling will be either covered or secured to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separate from refuse by customers and stored in a 96-gallon wheeled cart provided by Contractor. The container will be labeled as a recycling container so that it is easily identified for curbside collection by the Contractor. The Contractor shall deliver the single stream collected recyclables to a recycling processing center.

Before processing the Recycling materials collected within the City, the Contractor will weigh and record the amount of collected recyclables.

All recyclable items must be recycled at an approved recycling facility; ownership of the recyclable materials shall become the property of the single-stream processor mutually agreed to by the City and Contractor throughout the duration of the Agreement and any recyclables over 15% contaminated may be taken to the landfill.

The Contractor is prohibited from collecting separated Recyclables from a Unit and mixing them with refuse unless the City grants prior written approval. The Contractor is prohibited from disposing of Recyclable materials in any landfill. The City or Contractor reserves the right to make necessary and reasonable changes, revisions, additions, or deletions to the designated types of Recyclable materials collected. Additionally, at the Contractor's request, should a particular material which was previously deemed recyclable (i.e., glass) at some point become non-recyclable, City will work with Contractor to adjust the list of recyclable materials to exclude those items.

2. **Christmas Trees.** The Contractor shall provide for the special collection of Christmas trees, regardless of size, during the time period from January 2nd through January 15th of each year this Agreement is in effect.
3. **Resident Requirements for Cart/Yard Waste Placement.** Bags and brush must be placed by all occupants (with the exception of those handicapped or elderly individuals who have presented to the City a doctor's certificate verifying their respective physical limitations) at curbside by 6:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to the occupant's property line, within ten (10) feet of the paved or unpaved traveled City roadways, or as close as is practical to an access point for the collection vehicle. The Contractor may decline to collect any bag or brush not so placed. The Contractor will service Residential and

Commercial Units beginning no earlier than 6:00 a.m. and no later than 6:00 p.m.

4. **House Count.** The waste collection services to be provided by Contractor hereunder shall be for the curbside collection of all garbage, yard-waste, and recyclables generated by the Residential and Commercial Units in the incorporated areas of the City. By current house count, all Residential and Commercial Units shall be serviced by Contractor under this Agreement. Contractor may request monthly house counts to be conducted by Contractor and City representatives and the compensation due Contractor may be increased or decreased based on the house count. In the event a new cart is placed on or before the 15th day of a month, the Residential or Commercial Unit shall be billed for the full month's service.
5. **Back-door Services.** Back-door service will be provided for medically-certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the backdoor service has been determined to be a medical necessity by a licensed physician and approved by the City. When performing backdoor waste collection services, Contractor shall follow regular walk patterns for pedestrians while on private property. Contractor shall take care not to damage property, shrubs, and other plantings. Notwithstanding, Contractor is not required to endanger themselves via contact or interaction with vicious animals in order to accomplish collection.
6. **Emergency Trash Pickups.** The Contractor shall be available to assist with emergency trash pickups in the event of a storm or other natural disaster at the option of the City. There will be no charge for the first full truck-day; however, should additional days be required, Contractor will charge \$125/hour per truck plus disposal at the rate of \$65/ton. Contractor will substantiate weights with landfill tickets and present a report with the invoice to the City. Contractor will also log the trucks and personnel involved with clean-up efforts.
7. **City Facilities.** The Contractor will provide for the collection of refuse and recyclables at City facilities including City Hall, Senior Center, Public Works, Recreational Complex, Rogers Street

Recreational Park, and 5 Fire Houses. The Contractor shall provide roll-off containers or dumpsters for the collection of refuse at each site free of charge to the City.

City Hall – 8-yard dumpster

Rogers Street Recreational Complex – 8-yard dumpster

Recreational Complex – 8-yard dumpster

Public Works – 8-yard dumpster

Senior Center – 4 recycle carts and 4 trash carts

Fire Station (per station) – 3 recycle carts and 3 trash carts

C. OPERATIONS.

1. **Routes of Collection.** Collection routes shall be established by the Contractor. The Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to the City changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the City's approval of proposed changes, the Contractor shall promptly give written or published notice to the affected customers. The Contractor shall conduct its operation so as to interfere as little as possible with the public use of roads, walks and entrances to houses.

All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, or storage or disposal of material shall be made upon property owned either by the City or by private individuals. The contractor shall hold and save the City free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by its operation on the premises of third persons.

2. **Holidays.** The following shall be holidays for purposes of this Agreement: New Year's Day, Thanksgiving Day, and Christmas Day. The Contractor may decide to observe any and all of the above

mentioned holidays by the suspension of collection services on the holiday. While Contractor is not obligated to reschedule collections which fall on observed holidays, it should strive to make the collection prior to the next regularly scheduled collection date.

3. **Complaints and Missed Collections.** If a collection from a Residential or Commercial Unit is missed, the City will notify the Contractor who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the occupant of the Residential or Commercial Unit and/or City personnel submitting the complaint.

The Contractor will work cooperatively with occupants, the City, or both to resolve complaints in a timely manner. The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive, record, and handle complaints. Such staff will be available during regular business hours, Monday through Friday. After hours, weekends, and holidays, Contractor must make available a local message service to record citizen complaints. The Contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

For each complaint received, the Contractor is expected to maintain a log for all complaints and file with the City on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Public Works Director.

The City's goal is the resolution of 98% of all missed pickup complaints within 24 hours of complaint. Should Contractor fail to perform to this level, the City shall deduct damages from the next monthly payment to the Contractor in accordance with the Liquidated Damages provisions (see Section W) of this Agreement.

4. **Reporting.** Before disposal, all garbage or recyclables collected in the City will be weighed and recorded. The Contractor will provide the City upon request with a monthly tonnage report that is to be delivered to the Public Works Director. The Contractor will maintain, for a period of five (5) years, copies of weight tickets, which are to be made available for City inspection.

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (Refuse, Recycling, and Yard Waste):

- a. Complaints/resolution summary
- b. Daily route sheet with attached disposal site weight ticket
- c. Recycling participation
- d. Route operational data form
- e. Vehicle Identification Number
- f. Daily Staffing Summary (including substitutes)
- g. Landfill tickets
- h. Daily Route sheets (including labor hours); and
- i. Disposed tonnage of Refuse and Recyclables itemized on a per-day basis.

Monthly reports shall be submitted to the City upon request within five (5) business days and shall include the following information:

- a. A cover letter that abstracts the report and highlights major accomplishments
- b. Complaints/resolution summary for the associated month
- c. Daily route sheet with attached disposal site weight ticket for the associated month
- d. Recycling station participation for the associated month
- e. Tonnage summary for the associated month

Annually, Contractor will provide a summary of that year's activities. The obligation to provide the annual summary will survive the termination or expiration of this Agreement; with a final report being due no later than thirty (30) days following such termination or expiration. The City may withhold payment of balances due to the

Contractor at the end of the Agreement until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Agreement and shall include a compilation of the monthly reports for the associated year.

5. **Carts**. All Carts and Recycling containers will be provided by the Contractor. Upon execution of this Agreement, the City will transfer all City-owned carts and recycling containers to the Contractor. The City will pay a reduced Service Charge rate for the first year of this Agreement to compensate the City for such carts and containers.

6. **Collection Trucks**. The Contractor shall provide an adequate number of vehicles for regular collection service. These Trucks shall not be older than one (1) year at the beginning of this Agreement and rear-loading trucks shall not be older than five (5) years old during any point in the Agreement. Such vehicles shall be maintained in good repair, appearance and in a sanitary condition at all times. The trucks will be similarly painted a color which provides for good visibility and shall be equipped with a back-up alarm. Each will also have clearly visible on each side the identity and telephone number of the Contractor. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of household garbage/trash will have a fully-enclosed metal top. All loading doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter.

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

All cleanups must be reported immediately to the City Public Works Department. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Contractor will, by its vehicle GPS device, produce an area ID number. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the City Public Works Director who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended, except as made necessary by loading operations. Contractor will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

8. **GPS Tracking.** Contractor will have GPS monitoring/tracking systems installed on its permanent route trucks. These systems will have the ability for the Contractor and City to verify route presence and completion.
9. **Collection Equipment.** Sufficient collection equipment shall be maintained in good working order and used by the Contractor to perform services in accordance with the terms of the Agreement.

The Contractor shall withdraw from service and promptly repair or replace any equipment which, in the opinion of the City, is unsafe, fails to operate properly, or otherwise does not meet other provisions of the Agreement.

10. **Hauling.** All refuse collected for disposal by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented.

11. **Disposal, Hauling, and Collection.** All refuse collected for disposal by the Contractor shall be hauled to a permitted solid-waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations.

12. **Contractor's Personnel.** During the term of this Agreement, the Contractor shall pay without deduction or rebate, unless expressly authorized by law, not less than the wage established by federal or state laws and shall otherwise comply with all laws and regulations of all governmental agencies as to the employment of persons, by the Contractor or any subcontractors, in the furnishing of work, labor or services in performance of the Agreement. The Contractor agrees that the City Manager or designee thereof may examine its books and records to ascertain the rates of wages paid to any person employed by it. The Contractor's employees shall be required to wear appropriate clothing.

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

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

D. COMPLIANCE WITH LAWS

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

E. ANTI-DISCRIMINATION

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

F. AGREEMENT NOT AN EXCLUSIVE FRANCHISE

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

G. EFFECTIVE DATE: TERM OF CONTRACT

The initial term of the Agreement shall extend through December 31, 2025. The term of this Agreement shall automatically extend for up to two (2) additional four (4) year terms thereafter unless either party gives the other party at least ninety (90) days' notice in writing via certified mail of its intention to terminate the agreement. Notwithstanding anything herein to the contrary, The Mayor and Council may reject and terminate the Agreement during the term hereof in accordance with

OCGA § 36-60-13 by a majority vote of the Mayor and Council to terminate the Agreement in a duly-noticed meeting of the Council.

H. LICENSES AND TAXES

The Contractor must obtain all licenses, permits, occupational tax certificates, etc. required by the City.

I. INDEMNITY

The Contractor shall indemnify, and hold harmless, the City, its elected and appointed officials, and its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses including attorney's fees incident to any work, duty, obligation or act done in the performance of this Agreement or connected with or arising out of default of the services to be performed under this Agreement or any negligent act or omission of the Contractor, its officers, agents, servants, or employees.

J. INSURANCE

The Contractor shall maintain such insurance as will protect the company from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this Agreement, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates verifying procurement of such insurance for the applicable limits of coverage shall be provided to the City. The certificate shall contain the following express obligation: "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, ten (10) days prior written notice will be given to the certificate holder."

*The limits of insurance are as follows:

Comprehensive General Liability – The Contractor shall exercise proper precaution at all times for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

- \$1,000,000 Bodily injury, including death, each occurrence
- \$1,000,000 Property Damage, each occurrence
- \$2,000,000 Property Damage, in the aggregate

Automobile Liability – policy covering injury and property damage \$1,000,000; Umbrella Policy \$10,000,000

*Liability Insurance shall be effective for the duration of the Agreement period as described in the Agreement documents, including authorized change orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the City.

Failure to obtain or maintain the appropriate insurance coverage as stated herein shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the City shall be entitled to immediately terminate this Agreement.

K. SERVICE CHARGE TO CONTRACTOR.

The City shall pay Contractor “Service Charges” on a per month basis as follows:

Residential Units:

\$19.63 for once weekly garbage/yard waste, and bi-weekly recycling

\$11.45 for each additional garbage cart

\$3.44 for each additional recycling cart

Commercial Units:

\$22.50 for once weekly garbage, and bi-weekly recycling

\$13.74 for each additional garbage cart

\$4.57 for each additional recycling cart

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

1. **Temporary Reduced Rate.** The monthly Service Charge per Residential and Commercial Unit above includes cart delivery and maintenance and shall remain for the first twelve (12) months of this Agreement. The first calendar year of service and maintenance will be performed at this reduced price, which will serve as payment to the City for the carts/containers transferred to Contractor. Beginning on the first anniversary date of this Agreement the per month Service Charge per Residential and Commercial Unit will increase by Seventy-Five Cents (\$0.75), exclusive of the rate modification in subsection 2 below.
2. **Modification of Rates.** On the anniversary date of this Agreement, and each successive twelve (12) month period of operation, the Service Charges above shall be adjusted upwards to the greater of the current Consumer Price Index¹ or 3.5%. The parties agree the rate modifications reflect reasonable cost increases to Contractor's cost to provide high quality service to the City and its residents.

L. TERMINATION.

The agreement between the City and Contractor can be terminated based on:

1. City electing, in writing, not to exercise any of its option periods
2. Failure of the Contractor to perform based on the Contractor's bankruptcy, lack or loss of skilled personnel, or disregarding laws,

¹ As published by the U.S. Bureau of Labor Statistics for Urban Consumers (CPI-U): Garbage and Trash Collection.

ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the Agreement with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.

3. Any termination of the Contractor's services shall not affect any right of the City against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the City due the Contractor will not release Contractor from compliance with the Agreement documents.

Should the Agreement, upon expiration, be awarded to another service provider, Contractor shall cooperate with the City to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the City itself and the City shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

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

M. TRANSFERABILITY OF CONTRACT.

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

N. ADMINISTRATION.

The administration and enforcement of this Agreement shall be the responsibility of the City Manager or designated representative(s) thereof.

It shall be the responsibility of the City Manager or designated representative(s) thereof to see that refuse service customers are provided with complete information about the service at all times.

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

O. NO AGENCY CREATED.

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

P. CONTRACT DOCUMENTS.

This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 16-1103 not be expressly addressed

within the body of this Agreement, the RFP language shall be referred to for guidance.

Q. CONTRACT AMENDMENTS.

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

R. SEVERABILITY OF PROVISIONS.

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

S. CONSTRUCTION.

This Agreement shall be deemed to have been approved and accepted at Pooler, Chatham County, Georgia, and shall be construed under the laws of the State of Georgia.

T. HEADINGS.

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

U. LIQUIDATED DAMAGES

The City reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual load or portions of loads disposed of and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Agreement. Materials disposed that are not in accordance with the terms of the Agreement shall be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

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

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

1. The Contractor shall have twenty-four (24) working hours to pick up the Missed collection;
2. If the Contractor fails to meet the twenty-four (24) hour working period, liquidated damages in the amount of one hundred (\$100) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and

3. Starting with the eleventh (11th) occurrence where Contractor fails to cure missed pickup within twenty-four (24) hours, liquidated damages in the amount of two hundred (\$200) per occurrence will be charged.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year first above written.

FOR THE CITY OF POOLER

BY: Rebecca C. Benton

Mayor

Attest: [Signature]



FOR THE CONTRACTOR

BY: [Signature]
Division President

Attest: _____

STATE OF GEORGIA
COUNTY OF CHATHAM

DISPOSAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February 2020 by and between the City of Port Wentworth, a Georgia municipal corporation (the "City") and Waste Pro of South Carolina, Inc., a South Carolina corporation (the "Company") authorized to do business in the State of Georgia.

WITNESSETH:

WHEREAS, the City, pursuant to its police powers, desires to secure the services of the Company to provide equipment, personnel and management for the collection, transportation and an alternate disposal of the City's Municipal Solid Waste (MSW), and Recyclables including processing and disposal of Recyclables at an acceptable processing center for Recyclables; and

WHEREAS, the Company desires to provide these services for the City, having experience in the collection, transportation and disposal of solid waste and recyclables to the appropriately approved site(s).

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement, and for other good and valuable consideration, it is hereby agreed as follows:

DEFINITIONS

A. BAG OR BAGS — Customer supplied plastic sacks, designed to store Garbage with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 50 pounds.

B. BRUSH — Any cuttings or trimmings from trees, shrubs, or lawns, and similar yard waste and materials. The term "Brush" specifically excludes limbs which are greater than five (5) feet in length, five (5) feet in width, five (5) feet height, or six (6) inches in diameter, bagged yard waste is limited to five (5) bags no heavier than 50 pounds and specifically excludes debris resulting from services of a Commercial Service Provider.

C. BULKY WASTE — White Goods, Furniture and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose total weight does not exceed 200 pounds precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

D. CART — A ninety-six (96) gallon storage receptacle with two (2) wheels and an axle and as a receiving receptacle for Solid Waste and/or Recyclables. The Cart is equipped with a top lid,

Attachment: Waste Pro Contract.February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

constructed of special plastic that allows the Cart to be pushed or pulled to the curb of the street and is designed to accommodate household Garbage and/or Recyclables.

E. CITY — The City or City of Port Wentworth, Georgia.

F. CONTRACT ADMINISTRATOR — The City Administrator or City Manager, or his designee, designated by the City to administer and monitor the provisions of the Contract.

G. CONTRACTOR — Waste Pro of South Carolina Inc. or Company.

H. CUSTOMER — The owner or tenant of a Residential Unit, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Contract.

I. DISPOSAL SITE — Any other duly permitted sanitary landfill selected by Contractor and approved by City, in its reasonable discretion.

J. FRONT END LOAD CONTAINER — A 4YD, 6YD or 8YD receiving receptacle for Solid Waste that has attached lids and doors.

K. GARBAGE — Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste material from markets, storage facilities, handling and sale of produce and other food products.

L. HAZARDOUS WASTE — Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. 6901, et. seq., as amended.

M. INDUSTRIAL UNIT — Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agriculture operations.

N. MEDICAL WASTE — Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC 1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code 252.001 (6) (Definitions — Farmland or Ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

O. MUNICIPAL SOLID WASTE — Solid Waste resulting from the operation of residential, commercial, industrial, governmental or institutional establishments that would normally be collected, processed and disposed of through a public or private solid waste management service. Municipal Solid Waste ("MSW") does not include Hazardous Waste, Special Waste or solid waste from mining or agricultural operations.

Attachment: Waste Pro Contract. February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

P. PERFORMANCE BOND — Security bond provided to the City, upon execution of the Contract, in the amount of \$400,000.00 or more, renewed on an annual basis.

Q. RECYCLABLE MATERIAL - A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials, including plastics #1 and #2, paper, aluminum cans, metal cans and cardboard. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material.

R. RECYCLING CONTAINER — A plastic receptacle, designed for curbside collection of Recyclable Materials with a minimum capacity of 96 gallons.

S. REFUSE — Same as Rubbish.

T. RESIDENTIAL UNIT — A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multilevel construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

U. RESIDENTIAL WASTE — All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

V. RUBBISH — Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperature (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit.)

W. SOLID WASTE — Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation.
- (b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement.

Attachment: Waste Pro Contract, February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

(c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission under Natural Resources Code 91.101, unless the waste, substance, or material results from activities associated with gasoline plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the Federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, 6901 tense.)

(d) Unacceptable Waste. Any and all waste, including but not limited to HAZARDOUS WASTE, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, damage or threatened damage to the City's equipment or facilities, or present a substantial endangerment to the health or safety of the public or City's employees; provided, that de minimus quantities or waste of a type and amount normally found in Garbage, mixed materials or residue after implementation of programs for the safe processing, treatment and disposal of household hazardous waste shall not constitute Unacceptable Waste.

X. SPECIAL WASTE — Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Georgia law, rule or regulation as "Special Waste".

Y. STABLE MATTER — All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Z. UNACCEPTABLE WASTE — Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

AA. UNUSUAL ACCUMULATIONS — As to Residential Units, any Waste placed curbside for collection more than the volumes permitted by Contract.

BB. WASTE — All Residential Waste to be collected by Contractor pursuant to this Contract. The term "Waste" specifically excludes Unacceptable Waste.

CC. WHITE GOODS/BULK ITEMS — discarded appliances, household goods, furniture, and waste materials other than dead animals, commercial refuse, hazardous waste, with weights exceeding 50 pounds and/or volumes greater than 35 gallons, stoves and ranges, water heaters,

freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.

DD. YARD WASTE - grass, weeds, leaves, trees, shrubbery prunings and other organic materials generated in the maintenance OF all lawns and gardens which are separated from other solid waste.

1. AWARD OF CONTRACT

City hereby awards this Contract to the Company. During the term of this Contract and any extensions or renewals, the Company shall be the only entity or person paid by the City to provide the Services herein within the City limits for the term of this Contract and any extensions.

2. TERM

(a) The term of this Agreement shall be for one (1) year, beginning on February 1, 2020 and continuing to January 31, 2021, unless sooner terminated for cause or failure to perform in accordance with the terms and conditions herein set forth.

(b) The Term of this Contract shall automatically be extended or renewed without action or notice by either party to the other, annually, for up to four (4) additional years up to and including January 31, 2025, unless one party advises the other in writing of its intent to terminate not less than ninety (90) days prior to the expiration of the then current annual term of the Contract. A written notice of termination shall be served by certified or registered mail, return receipt requested. In no event shall the term of the Contract extend beyond that allowed by applicable Georgia State Law.

3. SCOPE OF SERVICES

The Company shall provide the following collection and disposal services to the City ("Services"):

A. The Company shall provide collection and disposal services for Solid Waste to each City-approved residential/commercial unit for one Company Owned Cart specifically designed for the storage and collection of Solid Waste on a scheduled basis once each week. Additional carts at residential/commercial units will be serviced if approved by the City and included in the monthly billing. Initially, the Company will provide all Carts and will deliver the Carts to occupied residential and commercial units. Once initial delivery of the Carts is completed by the Company, the Company will provide replacement delivery, exchanges and repairs of any Carts damaged due to normal wear and tear. The City will be responsible for costs associated with replacement of carts due to purposeful destruction.

B. The Company shall provide collection and disposal service for Solid Waste to each City-approved commercial Front End Load (FEL) Container on a scheduled basis once every week. All Solid Waste must be contained within Company provided FEL Containers.

Attachment: Waste Pro Contract.February 2020.FINAL (2247 : Waste Pro Disposal Service Agreement)

C. The Company shall provide back door residential solid waste and recycle service at no extra charge for medically certified and City approved customers who are unable to roll carts to the curb.

D. The Company shall provide Educational Promotions for the City to explain solid waste and recycle services.

E. The Company will participate in City approved Community Events by providing either labor, and/or equipment, supplies or monetary support (not to exceed a value of \$1,000.00 annually).

F. Unless approved by the City in writing, the Company will not use subcontractors to provide and manage the full scope of services requested by the City.

G. The Company will handle all serviced collection containers in a manner that avoids damage to the containers. Containers will be returned to the designated set out location for each customer in an upright position and will not be placed in areas where they may become an obstruction to pedestrians or traffic flow. The Company will make collections with minimal noise and disturbance to the customer between specified hours.

H. The Company will provide cost data to the City for the removal of bulk items, white goods and yard waste.

I. The Company will provide a route map to the City.

4. EXCLUSIONS

The Company shall not be required by this Contract to collect, transport, dispose of or otherwise handle Dead Animals, Construction and Demolition Waste, Hazardous Waste, Medical Waste, Industrial Waste, or Septage.

5. TITLE AND PERMITS

(A) The Company shall collect the City's Municipal Solid Waste and Recyclables and title shall pass to Company upon collection.

(B) Company shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement.

(C) Company shall provide City, upon City's request, with copies of any permits and licenses or any applications or renewals for such permits and licenses.

(D) Company shall comply with all permits, terms, and conditions of such permits as they may be amended or superseded related to the operations required by this Agreement.

6. COLLECTION OPERATIONS

(A) Hours of Operation: Collection of solid waste and recyclables shall begin no earlier than 7:00 o'clock A.M. and shall generally not exceed 7:00 o'clock P.M. No collection shall be made on Sunday.

(B) Hours of Disposal: Contractor shall dispose of waste within the operating hours of approved disposal and processing sites. If such disposal sites become unavailable contractor exercises the right to dispose of waste at alternate disposal sites agreed upon by the City of Port Wentworth and Waste Pro.

Holidays: The following shall be holidays for this Contract:

- New Year's Day
- Thanksgiving Day
- Christmas Day

(C) Curbside collection services may be suspended due to extreme weather or declared emergencies. The Company will stop all work so directed by the City during severe weather. The Company will complete the work as soon as authority has been granted by the City to proceed. If collection is suspended, the Company will perform collection on the next regular election day.

(D) Contractor will observe all the above-mentioned holidays by suspension of collection service on the holiday, but the Contractor will otherwise meet his obligations as required. Contractor will be responsible for providing make-up collection for residential and commercial routes which occur on specified holidays.

(E) Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage and recyclables from accounts serviced by the Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City of Port Wentworth nor while in route to disposal or processing sites, where such accumulation shall be dumped. Contractor shall, if necessary, hand-clean all spillage resulting from collection activities. All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet.

(F) Collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repaired as often as necessary to keep them in a neat and sanitary condition.

Attachment: Waste Pro Contract: February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

(G) The Company shall use only GPS and camera equipped trucks. Trucks shall not be older than two (2) years old at the beginning of the contract and rear loading trucks shall not be older than five (5) years old during any point in the contract. The Company will keep all equipment in safe operating condition, and in proper repair, and in a clean and presentable condition. Vehicles must be painted uniformly with the name of the Company, the vehicle identification number and the Company's telephone number printed on each side. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of household garbage/trash will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Company to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up leaked fluid with either a compound or cover the area with sand to soak up this leakage and sweep up the compound or sand and place it in the truck. A call for a replacement vehicle or repair leaking hydraulic hose will be required before proceeding with the schedule route. All cleanups must be reported immediately to the City contract monitor. The report will include the addresses of the areas where spill occurred. If an address is not readily available, the Company will, by its vehicle GPS device, produce an area ID number. When in the opinion of the Company the damaged area is cleared the Company will contact the contract monitor who will be responsible for approving that the cleanup was satisfactory and accepted.

(H) The City may inspect Contractors vehicles at any time to ensure compliance of equipment with the Contract or require an equipment replacement schedule to be submitted to City of Port Wentworth.

(I) Disposal: The Contractor shall deliver solid waste and recyclables collected to a Licensed Sanitary Landfill or Recycle Processing Facility suitable to the City.

(J) Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. All areas where glasses been broken or dropped will be swept clean and glass deposited in the truck. All solid waste Hall by the Company shall be so contained, tied, covered or enclosed such that leaking, spilling or blowing or prevented. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the City of Port Wentworth Hall so that proper notice can be given to the customer at the premises to property containing refuse.

(K) Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City of Port Wentworth, in writing, of such conditions and of his inability to make collection.

(L) Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician,

Attachment: Waste Pro Contract, February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

(M) All garbage collected will be delivered to the landfill located in Port Wentworth Georgia (operated by Republic solid waste). The Company will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The Company shall perform the work outlined in the contract in a competent, qualified, diligent, and efficient manner.

(N) Before disposal, all garbage collected from waste generators in this City will be weighed and recorded. The Company will provide the City with a monthly tonnage report that is to be delivered to the City contract monitor. The Company will maintain, for a period of five (5) years, copies await tickets which are to be made available for the City's inspection. The Company shall be responsible for maintaining and submitting "ad hoc" reports on monthly and annual basis.

(O) Ad Hoc Reports: Ad Hoc reports shall include the following information for each collection service (refuse, recycling, and yard waste).

- a. complaint/resolution summary;
- b. daily route sheet with attached disposal site weight tickets;
- c. recycling participation;
- d. route operational data form;
- e. daily staffing summary, including substitution;
- f. vehicle identification number;
- g. landfill tickets;
- h. disposal tonnage of refuse and recyclables itemized on a per day basis.

(P) Monthly reports: monthly reports shall be submitted to the City within five (5) business days from the last day of the previous month and shall include the following information.

- a. a cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the respective month;
- b. complaint/resolution summary for the respective month;
- c. daily route sheet with attached disposal site weight tickets for the respective month;
- d. recycling station participation for the respective month;
- e. tonnage summary for the respective month.

(Q) Annual Report: the obligation to submit an annual report shall survive the termination or expiration of this contract. The City may withhold payment of balances due the Company at the end of the contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than 30 days following each 12 month period of the contract and shall include a compilation of the monthly reports for the respective year.

7. LIQUIDATED DAMAGES

The City reserves the right to monitor the performance of the Company's duties, including the routes and collections made, customer reports, trips to disposal facilities and other destinations, the content of individual loads or portions of loads disposed of and the Company's records at any time, in order to ensure the Company is not disposing of material outside the terms of the Contract. Materials disposed of that are not in accordance with the terms of the Contract shall be considered a default condition. Accordingly the Company agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- a. the company must physically remove the improperly disposed of materials at any non-designated location within 4 hours of notification by the city;
- b. liquidated damages in the amount of five thousand dollars (\$5000) for each occurrence of improperly disposed of material; and
- c. failure by the Company to physically remove the improperly disposed of materials within 4 hours of notification by the City shall be considered an additional occurrence of default and shall be treated accordingly.

The liquidated damages provisions set forth above are not intended to compensate the City for actual damages other than inconvenience and loss of use or delay of the service. The existence or recovery of such liquidated damages shall not preclude the City from covering other damages which the City can document as being attributable to the above referenced failures, including but not limited to the cost of internal staff hours or amounts paid to third parties as a result of such problems or delays.

8. MISSED COLLECTIONS AND COMPLAINTS

(A) **Missed Collections and Complaint Handling:** if a collection from a customer is missed, the Company will return to collect the material. In all cases, the best collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service for any related activities, the Company will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the customer and/or City personnel submitting the complaint.

(B) The Company will work cooperatively with the customer and/or this City to resolve the complaint in a timely manner. The Company will be accessible to the citizens and customers who wish to register a complaint through local telephone service. The Company will provide for prompt handling of complaints from the City or its citizens by maintaining a physical office and staff that can receive, record, and handle complaints. Such office will be available during regular business hours, Monday through Friday. After hours, weekends, and holidays the Company must make available a local message service to record citizen complaints. The Company will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

(C) If the Company fails to meet the 24 hour cure period of subsection (A) above, liquidated damages in the amount of two hundred dollars (\$200) per occurrence shall be assessed by the City. The City shall give written notice to the Company of any liquidated damages assessment

and the liquidated damages assessment shall be debited from the monthly invoice submitted by the Company to the City.

(D) For each complaint received, the Company is expected to maintain a log for all complaints and file with the city, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the city's contract monitor. The report format is to be approved by the city's contract monitor.

(E) The parties goal is a resolution of 98% of all complaints within 24 hours of the complaint. Should the Company failed to perform in accordance with the provisions of the contract, the City shall deduct damages as per contract from the regular schedule payment to the company.

9. RATES

| COLLECTION SERVICES | |
|--|--|
| RESIDENTIAL | MONTHLY CHARGE PER CUSTOMER |
| Residential Weekly Refuse Pickup 1 Pickup per week | \$7.00 |
| Residential Semi-Monthly Recyclable Pickup Twice a month on Wednesdays | \$5.25 |
| Residential As Needed, White Goods / Bulk Trash Pickup | No Cost to City |
| Residential Organic Yard Waste Pickup Semi-Monthly pickup. | \$2.33 per residence, regardless of usage. |
| Residential Christmas Tree Pickup and Disposal January 2 thru 15. | No Cost to City |
| Residential Weekly additional Trash Cart Pickup | \$5.57 |
| Residential Semi-Weekly additional Trash Cart Pickup | \$4.00 |

Attachment: Waste Pro Contract.February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

| COMMERCIAL | MONTHLY CHARGE PER CUSTOMER |
|---|-----------------------------|
| Commercial Weekly Refuse Trash Cart (96 Gal.) Pickup | \$7.00 |
| Commercial Semi-Monthly Recycle Trash Cart (96 Gal.) Pickup | \$5.25 |
| Commercial Weekly Refuse Additional Trash Cart (96 Gal.) Pickup | \$7.00 |
| Commercial Semi-Monthly Additional Recycle Trash Cart (96 Gal.) Pickup | \$5.25 |
| Commercial 4 Cubic Yard Container (Trash) 2 pickups per week. | \$87.00 |
| Commercial 4 Cubic Yard Container (Trash) 3 pickups per week | \$208.49 |
| Commercial 6 Cubic Yard Container (Trash) 2 Pickups per week | \$126.75 |
| Commercial 6 Cubic Yard Container (Trash) 3 Pickups per week | \$186.75 |
| Commercial 8 Cubic Yard Container (Trash) 2 Pickups per week | \$174.65 |
| Commercial 8 Cubic Yard Container (Trash) 3 Pickups per week | \$264.22 |
| Commercial 8 Cubic Yard Container (Trash) 5 Pickups per week | \$440.36 |

Attachment: Waste Pro Contract.February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

| | |
|--|----------|
| Commercial 8 Cubic Yard Recycle Container (Trash) 1 Pickups per week | \$90.00 |
| Commercial 8 Cubic Yard Container (Recycle) 2 Pickups per week | \$180.00 |
| Commercial 8 Cubic Yard Container (Recycle) 3 Pickups per week | \$270.00 |

Yard Waste pricing is subject to negotiations after excessive debris due to Acts of God. As compensation for services to remove excessive debris, the City shall pay to the Company the established rates as set forth above in Section 9 per City approved residential and commercial units.

10. BILLING AND PAYMENT

- (A) The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected.
- (B) The Company shall invoice the City for services rendered within fifteen (15) days following the end of the month in which services were rendered. The rate paid to the Company will be adjusted by residential and commercial unit counts monthly.
- (C) After Company or invoices are received, the accounts payable department shall pay to the Company, within 30 days, the amount covering services completed, with debits for properly assessed liquidated damages. No application for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the contract document. No application for payment shall be considered id received more than 60 days after services have been rendered.
- (D) Rate Adjustments. The rate charged by the Company to the City for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect the changes in the Consumer Price Index (the "C.P.I") during the preceding twelve months (published final December CPI index of the then current year and final December index of the immediately preceding year). For the purposes of this Contract, C.P.I. shall mean the Consumer Price Index for the U.S. City Average, All Urban Consumers. The first CPI adjustment shall be applied on the first anniversary of the contract. Subsequent CPI adjustments will occur on each anniversary date going forward. The CPI adjustment on the first anniversary and subsequent years of the contract shall be capped at a maximum of 1.5%.

Attachment: Waste Pro Contract, February 2020, FINAL (2247 : Waste Pro Disposal Service Agreement)

11. INDEMNITY

The Company shall indemnify the City against any claims, actions or suits, including court costs and reasonable attorneys' fees, to the extent caused by (a) the Company's negligent or willful misconduct in providing the Services herein required, or (b) the Company's negligent or willful misconduct in its operation of its equipment in connection with the performance of the Services herein required. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Company immediately. The Company shall have the right to defend or contest any such claim or demand in the name of the Company. The City shall provide such cooperation in connection therewith as the Company may reasonably request and shall make available to the Company or its representatives all records or other materials reasonably required in such defense. So long as the Company is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due unless the City has been required by order of any court to pay any sum arising out of the subject matter of the suit.

12. PERFORMANCE BOND REQUIREMENTS

The Company shall provide a Performance Bond to the City of Port Wentworth as security for faithful performance of this Contract. Said performance bond will be in an amount equal to the full annual contract price mutually agreed to by the Company and the City at Contract execution.

13. INSURANCE

During the term of this Contract and all extensions, Company shall procure and maintain the following insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in full force will be provided to the City upon execution of the Contract:

Minimum Limits of Coverage

Type of Coverage per Occurrence Minimum and Aggregate Minimum

Workers Compensation as required by law and shall cover all employees, including drivers:

Comprehensive and General liability

\$1,000,000.00 bodily injury, including death, each occurrence

\$1,000,000.00 bodily injury, including death in the aggregate.

\$1,000,000 Property Damage, each occurrence.

\$1,000,000 Property Damage, in the aggregate.

Attachment: Waste Pro Contract February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

Contractual and Legal Liability. \$1,000,000.

Comprehensive Automobile

\$1,000,000.00 bodily injury, each occurrence.

\$500,000.00 property damage, each occurrence.

Excess Liability Coverage

\$5,000,000.00 Excess liability coverage, each occurrence.

Certificates of insurance or "Declaration" pages shall be attached to the executed contract when they are transmitted to the City for execution. These certificates shall contain the statement that "coverage afforded under the policies will not be cancelled unless at least thirty (30) days' notice has been given to the City prior to cancellation by registered or certified mail.

14. FORCE MAJEURE

The Company shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, strike, terrorism, severe weather (being defined as that requiring closure of City's offices), riot or insurrection, governmental interference, or any other event beyond the control of the Company renders substantially impossible its performance hereunder. During such periods a mutually agreed reduction in charges reflecting the reduction in Service shall be made. The Company shall make all reasonable efforts to resume Service as expeditiously as possible.

15. PERMITS, LICENSES & TAXES

The Company shall obtain at its own expense all permits, and licenses required by law or ordinance and maintain same in full force and effect. The Company shall be solely responsible for permitting, licensing and proper operations of its equipment. The Company shall promptly pay all taxes required by local, State and federal laws.

16. COMPLIANCE AND GOVERNING LAW

The Company shall conduct operations under this Contract in compliance with all applicable State, federal and local laws and ordinances, provided however, that the term of this Contract shall govern the obligations of the Company where conflicting ordinances exist. The Company will also comply with all applicable federal, State and local laws, rules and regulations related to the business of accepting, transporting and delivering Company-collected Recyclables to the Company's-designated MRF.

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

17. BOOKS AND RECORDS

The Company and City agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable notice.

18. TERMINATION FOR CAUSE

If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by certified or registered mail addressed to Contractor at the address set forth herein of specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a fifteen (15) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

~~Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and~~

Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

19. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby makes the following representations and warranties for the benefit of the City as of the date of this Contract.

- a. Company is a corporation duly organized, validly existing and in good standing in the State of South Carolina. It is authorized and qualified to transact business in the State of Georgia and in the City of Port Wentworth and has the corporate power to own its properties and to conduct its business as now owned and operated as required by this Agreement.

- b. Company has the full legal right, power and authority to execute, deliver and perform its obligations under this Agreement. The Board of Directors of the Company has taken all actions required by law, its articles of incorporation, and its bylaws or otherwise to authorize the execution and delivery of this Agreement. The persons signing this Agreement on behalf of the Company have authority to do so.
- c. To the best of the Company's knowledge, neither the execution and delivery by Company of this Contract nor the performance by Company of its obligations hereunder are in conflict with any applicable law, regulations or court orders.
- d. To the best of the Company's knowledge, neither the execution and delivery by Company of this Contract nor the performance by Company of its obligations hereunder will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which Company is a party, or by which Company's property or assets is bound.
- e. To the best of the Company's knowledge, neither the execution and delivery by Company of this Contract nor the performance by Company of its obligations hereunder will result in the creation of any lien, charge or encumbrance of any nature whatsoever upon any of the properties of the Company which will interfere materially with Company's performance hereunder.
- f. There is no action, suit, proceeding or action at law or in equity, or to the best of Company's knowledge, any investigation before or by any court or governmental entity, pending or threatened against the Company or otherwise affecting Company wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect Company's performance hereunder.
- g. Company has sufficient financial resources to perform all aspects of its obligations hereunder.
- h. Company has the expert, professional and technical capability to perform all of its obligations under this Contract.
- i. Company's proposal and any other supplementary information submitted to the City that City has relied upon in negotiations and entering into this Contract, do not (a) contain any untrue statement of material fact, or (b) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.
- i. Company has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding this Contract and the work to be performed by

Company under the Contract, and enters into this Contract on the basis of that independent investigation.

- j. The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color or religion, sex, age, national origin, or disability. The Company agrees that it will inform the City of any alleged violations of employment practices involving employees who assert any claim with the Equal Employment Opportunity Commission, Labor Department or any other federal or State compliance agency. The Company will also inform the City of the final disposition of any such matter.

20. NOTICES

All dealings and contacts between the City and the Company shall be directed between the Company's appointed designee, which may change from time to time, and the City Administrator/Manager or his/her designee.

Any legal notice between the parties shall be provided in writing to the other at the below address. Legal notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the respective party of the addresses set forth below. The parties may change the notice address/designee in writing to the other party.

As to the City of Port Wentworth:

Designee: City Administrator/Manager
 Address: 7224 Georgia Highway 21
 Port Wentworth, Georgia 31407

As to Waste Pro of South Carolina, Inc.

Designee: Kevin Exley
 Address: 422 Hardeeville Industrial Park Road
 Hardeeville, South Carolina 29927

21. TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In any assignment, the assignee shall assume the liability and duties of the Contractor.

Attachment: Waste Pro Contract.February 2020. FINAL (2247 : Waste Pro Disposal Service Agreement)

**SERVICE: STORMWATER
MANAGEMENT / RIGHT-OF-
WAY MOWING**

COPY

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT, made and entered into this 11th day of May, 2001, by and between CHATHAM COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as the COUNTY, and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as the CITY.

- W I T N E S S E T H -

WHEREAS, the Fell Street Drainage Basin System, hereafter referred to as the SYSTEM, provides runoff capability for geographic areas within the City of Savannah and within the unincorporated areas of Chatham County. It is in the interests of both parties to establish the limit of responsibilities and services to be provided by each party regarding the operation and maintenance of said SYSTEM,

NOW THEREFORE, for and in consideration of the mutual covenants hereby made, the parties do hereby agree to the following:

1. The CITY shall be responsible for providing all personnel and equipment necessary to operate and maintain all portions of the Fell Street Drainage Basin System components. Specifically, the Fell Street Pump Station, including pumps, electric motors and controls, pump house building, structural elements of the reservoir and discharge chamber, access road, and the Fell Street Box that transports stormwater to the Fell Street Pump Station.

2. The CITY and COUNTY shall each contribute towards the cost of operating and maintaining the SYSTEM, including all capital costs. The CITY'S share shall be 70% and the COUNTY'S share shall be 30% of these total costs.
 - A. Operating costs shall include electrical power, all direct labor by CITY forces - excluding supervisory personnel - required during routine inspection and maintenance, and miscellaneous materials necessary to maintain the SYSTEM.
 - B. Capital costs shall include repair/or replacement of major components of the SYSTEM such as the electric motors and switchgear, pumps, pump house building, and structural elements of the reservoir, discharge chamber, and repairs to the Fell Street Box. The work shall be accomplished by CITY forces or by contract. The COUNTY shall pay for 30% of such cost which shall include engineering, inspection costs, and construction costs.
3. The CITY shall submit an invoice annually to the COUNTY for electrical power, operating costs, and capital costs. Payment will be due within 30-days after the invoice is submitted to the COUNTY by the CITY.
4. The City shall provide information to the County of any capital improvements to the system, including engineering reports, cost estimates and construction plans, so that the County can budget for the improvements contemplated.
5. In the event that in the future it is necessary to increase the capacity of the SYSTEM, the CITY and COUNTY shall pay their prorata share, as noted in Paragraph No. 2 of the capital cost of providing this additional capacity.

IT IS FURTHER AGREED that this agreement shall be subject to review in whole or part by the CITY and the COUNTY on each anniversary. Upon approval of both the CITY and the COUNTY, modifications may be made to this agreement on such anniversary date. If modifications are not requested by either the CITY or the COUNTY within a thirty (30) day period before or thirty (30) day period after the anniversary date, the agreement shall remain unchanged until the next anniversary.

IN WITNESS WHEREOF, the said COUNTY has caused its authorized officers, and the CITY has caused these presents to be executed by its proper corporate officer with their seals, duly attached and attested to the day and year above stated.

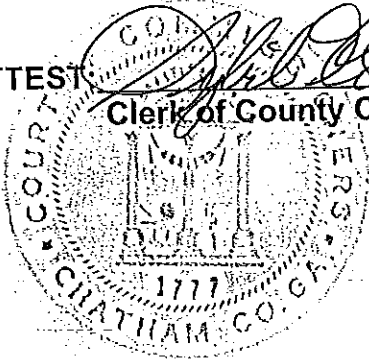
CHATHAM COUNTY COMMISSIONERS
CHATHAM COUNTY, GEORGIA

BY: _____

[Signature]
Chairman

ATTEST

[Signature]
Clerk of County Commissioners



THE MAYOR AND ALDERMEN
CITY OF SAVANNAH, GEORGIA

BY: _____

[Signature]
City Manager

ATTEST

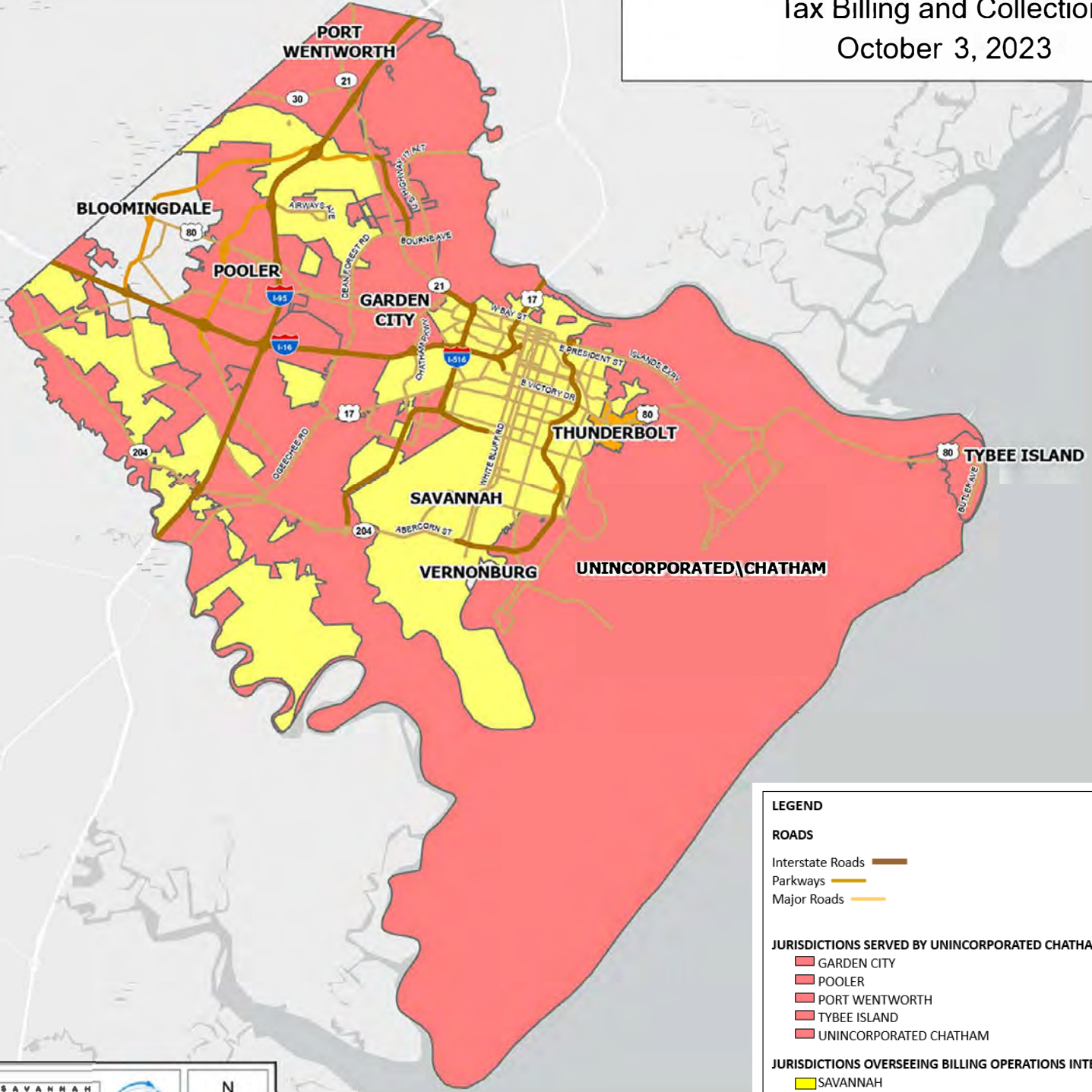
[Signature]
Clerk of Council



**SERVICE: TAX BILLING &
COLLECTING**

Tax Billing and Collection

October 3, 2023



LEGEND

ROADS

- Interstate Roads —
- Parkways —
- Major Roads —

JURISDICTIONS SERVED BY UNINCORPORATED CHATHAM COUNTY

- GARDEN CITY
- POOLER
- PORT WENTWORTH
- TYBEE ISLAND
- UNINCORPORATED CHATHAM

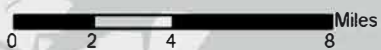
JURISDICTIONS OVERSEEING BILLING OPERATIONS INTERNALLY

- SAVANNAH
- THUNDERBOLT

* NEITHER BLOOMINGDALE NOR VERNONBURG HAVE TAX BILLING/COLLECTION SERVICES



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



THIS MAP IS A COPY FROM INFORMATION FROM SOURCE(S) FROM SOURCE(S) AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE METROPOLITAN PLANNING COMMISSION. THE METROPOLITAN PLANNING COMMISSION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THIS MAP IS FOR INFORMATION ONLY.

STATE OF GEORGIA

COUNTY OF CHATHAM

INTERGOVERNMENTAL AGREEMENT AND CONTRACT

This Intergovernmental Agreement is made and entered into on the day written below on said signature page by and between the City of Pooler, Georgia, (hereinafter referred to as "City"), Chatham County, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and Daniel T. Powers, Tax Commissioner of Chatham County (hereinafter referred to as "Tax Commissioner") said parties being collectively referred to as "Parties."

WITNESSETH

WHEREAS, City desires to enter into a contract with the Tax Commissioner to oversee and provide the collection of tax monies on behalf of the City; and

WHEREAS, O.C.G.A. §48-5-359.1(a)(2)(B) provides that the tax commissioner, in his discretion, may agree to contract with a city to prepare the tax digest, assessment and collection of taxes in the same manner as would be collected from the county; and

WHEREAS, the County, subject to approval of the undertaking by the Tax Commissioner, desires to assist the City in the collection of taxes to allow for a more efficient tax collection process; and

WHEREAS, entering into this Agreement would benefit the tax payers of the City and would result in less monies being expended by the City for purposes of tax collections and would assist the County in efficiencies of its operation.

NOW, THEREFORE, the County, City and the Tax Commissioner enter into this Agreement in consideration of the mutual covenants herein set forth and other good and valuable consideration as is more particularly agreed as follows:

1.

Upon the millage rate being set each year, Tax Commissioner shall prepare the tax digest for the City, based upon the millage rate as fixed and determined by the governing body of the city of Pooler, levy, assess and collect all taxes for the City in the same manner as taxes for Chatham County are levied, assessed and collected, apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes, account for and remit to City all taxes collected in a reasonable and timely manner after the date of collection, oversee all City tax collection, billing, delinquent collections and all other matters regarding the collection of City taxes and perform such supervisory duties as required in connection with that Agreement of even date herewith between Chatham County and the City of Pooler regarding the collection of City taxes.

2.

In consideration of the County's assistance, and the Tax Commissioner undertaking such additional tax collection, supervision, duties and obligations in addition to his duties required by law, the City shall pay the total sum of \$4.00 for each such parcel of real estate and/or bill of personalty issued by the Tax Commissioner and the County shall receive \$2.50 and the Tax Commissioner, for his additional duties and services, shall receive \$1.50. The Parties agree that the amount of such compensation is appropriate for the County and the Tax Commissioner accepting additional duties and responsibilities related to the collection of City taxes. For tax year 2010, the City shall pay 50% of the total sum as set forth above.

3.

The County and/or Tax Commissioner shall prepare and timely submit to the City the following reports:

- (a) TO BE FURNISHED ANNUALLY:
 - (i) Preliminary tax digest totals;
 - (ii) Exempt list by name; and

- (lii) The County will accept City of Pooler of Homestead applications;
- (b) TO BE FURNISHED MONTHLY BREAKDOWN BY CATEGORY OF TAX MONEY COLLECTED BY TAX YEAR FOR:
 - (i) Revenue disbursement by authority report which will contain a listing of the funds collected, interest and refunds; and a recap sheet listing the breakdown of funds distributed.

4.

All payments required by the above paragraph two (2) shall be paid by the City on or before September 15, 2010, for the purposes of collecting 2010 City taxes and on said date of each successive year in which this Contract remains in force.

5.

This Agreement shall commence upon the signatures of all parties and shall terminate on December 31, 2011. However, this Agreement shall be automatically renewed on an annual basis unless any of the parties notifies the other party in writing of its wish to terminate this Agreement not less than sixty (60) days prior to December 31, 2011 or any subsequent year in which the contract is in effect. Such written notices shall be mailed, Certified Mail, Return Receipt Requested, to the following:

As to the City of Pooler:

Robert H. Byrd, Jr., City Manager
City of Pooler
100 SW Highway 80
Pooler, GA 31322

and if to Tax Commissioner:

Daniel T. Powers
Chatham County Tax Commissioner
Room 109, Chatham County Courthouse
Savannah, GA 31401

with a copy to:

Chairman
Chatham County Board of Commissioners
Post Office Box 8161
Savannah, GA 31412

6.

It is the intention of the Parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the Parties.

7.

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

8.

On and after the date of this Agreement, all parties shall, at the request of the other, make, execute, and deliver or obtain delivery all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.

Time is and shall be of the essence of this Agreement.

10.

The Parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

11.

This Agreement supersedes all prior discussions and agreements between the parties. This

Agreement contains the sole and entire understanding between the parties with respect to the transactions contemplated by this Agreement and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed.

12.

This Agreement shall be binding upon the parties hereto unless otherwise terminated in accordance with this Agreement. Should the City elect to terminate this Agreement during a calendar year, and if Tax Commissioner has started the Tax/Billing and/or Collection process for said calendar year, the Tax Commissioner and the County shall be entitled to receive compensation as contemplated for that calendar year with the City having no additional obligation thereafter.

13.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

14.

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned.

15.

All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraphs or subparagraphs of this Agreement. Unless otherwise specified in this Agreement, the terms "herein",

"hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this Agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

16.

Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

This 16th day of August, 2010.

Jenny Shumji
Witness
Kimberly Allen
Notary Public
My Commission Expires August 31, 2010

CITY COUNCIL OF POOLER, GEORGIA
By: Michael F. Lamb
Michael F. Lamb, Mayor
Attest: Maribeth Lindler
Maribeth Lindler, Clerk of Council

[Signature]
Witness
Debbie O. Brannen
Notary Public
DEBBIE O. BRANNEN
Notary Public, Chatham County, GA
My Commission Expires June 25, 2012

CHATHAM COUNTY TAX COMMISSIONER
[Signature]
Daniel T. Powers, Chatham County
Tax Commissioner

[Signature]
Witness

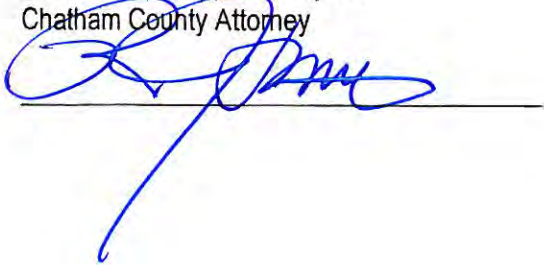
CHATHAM COUNTY, GEORGIA
By: Pete Liakakis
Pete Liakakis, Chairman
Board of Commissioners

[Signature]
Notary Public
SANDRA S. SMALLS
Notary Public, Chatham County, GA
My Commission Expires July 14, 2012

Attest: [Signature]
Sybil E. Tillman
Clerk of Commission



Reviewed and approved by the
Chatham County Attorney

A handwritten signature in blue ink is written over a solid horizontal line. The signature is stylized and cursive, with a long, sweeping tail that extends downwards and to the left.

STATE OF GEORGIA

COUNTY OF CHATHAM

INTERGOVERNMENTAL AGREEMENT AND CONTRACT

This Intergovernmental Agreement is made and entered into on the day written below on said signature page by and between the City of Garden City, Georgia, (hereinafter referred to as "City"), Chatham County, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and Daniel T. Powers, Tax Commissioner of Chatham County (hereinafter referred to as "Tax Commissioner") said parties being collectively referred to as "Parties."

WITNESSETH

WHEREAS, City desires to enter into a contract with the Tax Commissioner to oversee and provide the collection of tax monies on behalf of the City; and

WHEREAS, O.C.G.A. §48-5-359.1 (a)(2)(8) provides that the tax commissioner, in his discretion, may agree to contract with a city to prepare the tax digest, assessment and collection of taxes in the same manner as would be collected from the County; and

WHEREAS, the County, subject to approval of the undertaking by the Tax Commissioner, desires to assist the City in the collection of taxes to allow for a more efficient tax collection process; and

WHEREAS, entering into this Agreement would benefit the tax payers of the City and would result in less monies being expended by the City for purposes of tax collections and would assist the County in efficiencies of its operation.

NOW, THEREFORE, the County, City and the Tax Commissioner enter into this Agreement in consideration of the mutual covenants herein set forth and other good and valuable consideration as is more particularly agreed as follows:

1.

Upon the millage rate being set each year, Tax Commissioner shall prepare the tax digest for the City, based upon the millage rate as fixed and determined by the governing body of the City, levy, assess and collect all taxes for the City in the same manner as taxes for Chatham County are levied, assessed and collected, apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes, account for and remit to City all taxes collected in a reasonable and timely manner after the date of collection, oversee all City tax collection, billing, delinquent collections and all other matters regarding the collection of City taxes and perform such supervisory duties as required in connection with that Agreement of even date herewith between Chatham County and the City regarding the collection of City taxes.

2.

In consideration of the County's assistance, and the Tax Commissioner undertaking such additional tax collection, supervision, duties and obligations in addition to his duties required by law, the City shall pay the total sum of \$4.00 for each such parcel of real estate and/or bill of personalty issued by the Tax Commissioner. The Parties agree that the amount of such compensation is appropriate for the County and the Tax Commissioner accepting additional duties and responsibilities related to the collection of City taxes.

3.

The County and/or Tax Commissioner shall prepare and timely submit to the City the following reports:

- (a) TO BE FURNISHED ANNUALLY:
 - (i) Preliminary tax digest totals;

- (ii) Exempt list by name; and
 - (iii) The County will accept City's Homestead applications;
- (b) TO BE FURNISHED MONTHLY BREAKDOWN BY CATEGORY OF TAX MONEY COLLECTED BY TAX YEAR FOR:
- (i) Revenue disbursement by authority report which will contain a listing of the funds collected, interest and refunds; and a recap sheet listing the breakdown of funds distributed.

4.

All payments required by the above paragraph two (2) shall be paid by the City on or before January 30, 2015, for the purposes of collecting 2014 City taxes. Subsequent payments shall be paid on or before September 15, 2015, for purposes of collecting 2015 City taxes, and on said date of each successive year in which this Contract remains in force.

5.

This Agreement shall commence upon the signatures of all parties and shall terminate on December 31, 2015. However, this Agreement shall be automatically renewed on an annual basis unless any of the parties notices the other party in writing of its wish to terminate this Agreement not less than sixty (60) days prior to December 31, 2015, or any subsequent year in which the contract is in effect. Such written notices shall be mailed, Certified Mail, Return Receipt Requested, to the following:

As to the City of Garden City:

Ron Feldner, Acting City Manager
City of Garden City
P. O. Box 7548
Garden City, GA 31418

and if to Tax Commissioner:

Daniel T. Powers
Chatham County Tax Commissioner
Room 109, Chatham County Courthouse
Savannah, GA 31401

with a copy to:

Chairman
Chatham County Board of Commissioners
Post Office Box 8161
Savannah, GA 31412

6.

It is the intention of the Parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the Parties.

7.

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

8.

On and after the date of this Agreement, all parties shall, at the request of the other, make, execute, and deliver or obtain delivery all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.

Time is and shall be of the essence of this Agreement.

10.

The Parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

11.

This Agreement supersedes all prior discussions and agreements between the parties. This Agreement contains the sole and entire understanding between the parties with respect to the transactions contemplated by this Agreement and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed.

12.

This Agreement shall be binding upon the parties hereto unless otherwise terminated in accordance with this Agreement. Should the City elect to terminate this Agreement during a calendar year, and if Tax Commissioner has started the Tax/Billing and/or Collection process for said calendar year, the Tax Commissioner and the County shall be entitled to receive compensation as contemplated for that calendar year with the City having no additional obligation thereafter.

13.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

14.

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference and/or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned.

15.

All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraphs or subparagraphs of this Agreement. Unless otherwise specified in this Agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this Agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

16.

Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

This ____ day of _____, 201__.

[SIGNATURE PAGE FOLLOWS:]

GARDEN CITY, GEORGIA

By: Tennyson Holder
Tennyson Holder, Mayor

Attest: Rhonda Ferrell-Bowles
Rhonda Ferrell-Bowles,
Clerk of Council

Sally K. Evans
Witness

Wylette Davis
Notary Public

Wylette Davis
Notary Public
Commission Expires
08/10/2015

CHATHAM COUNTY TAX COMMISSIONER

Daniel T. Powers
Daniel T. Powers, Chatham County
Tax Commissioner

Julia Rodgers
Witness

Debbie Brannen
Notary Public

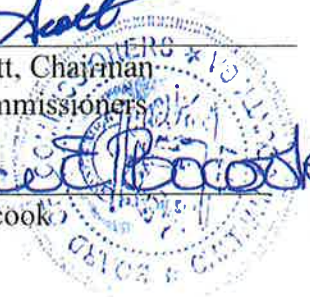
DEBBIE BRANNEN
Notary Public, Chatham County GA
My Commission Expires July 24, 2016

CHATHAM COUNTY, GEORGIA

By: Albert J. Scott
Albert J. Scott, Chairman
Board of Commissioners

Attest: Janice E. Bocook
Janice E. Bocook

Julia Rodgers
Witness



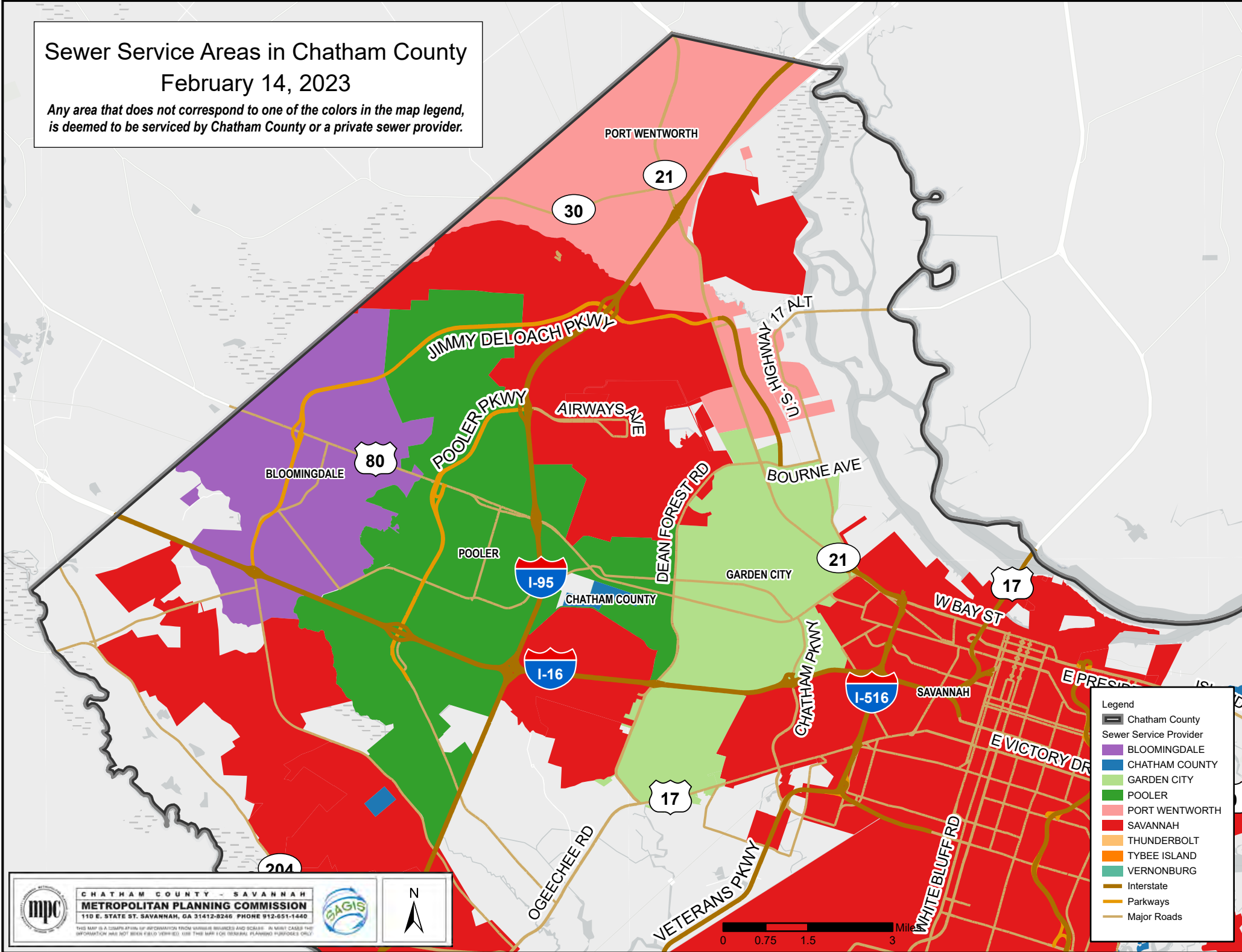
[Signature]
cont atty

**SERVICE: WASTEWATER /
SEWAGE COLLECTION &
TREATMENT**

Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



Legend

- Chatham County
- Sewer Service Provider
- BLOOMINGDALE
- CHATHAM COUNTY
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways
- Major Roads

CHATHAM COUNTY - SAVANNAH METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

SAGIS

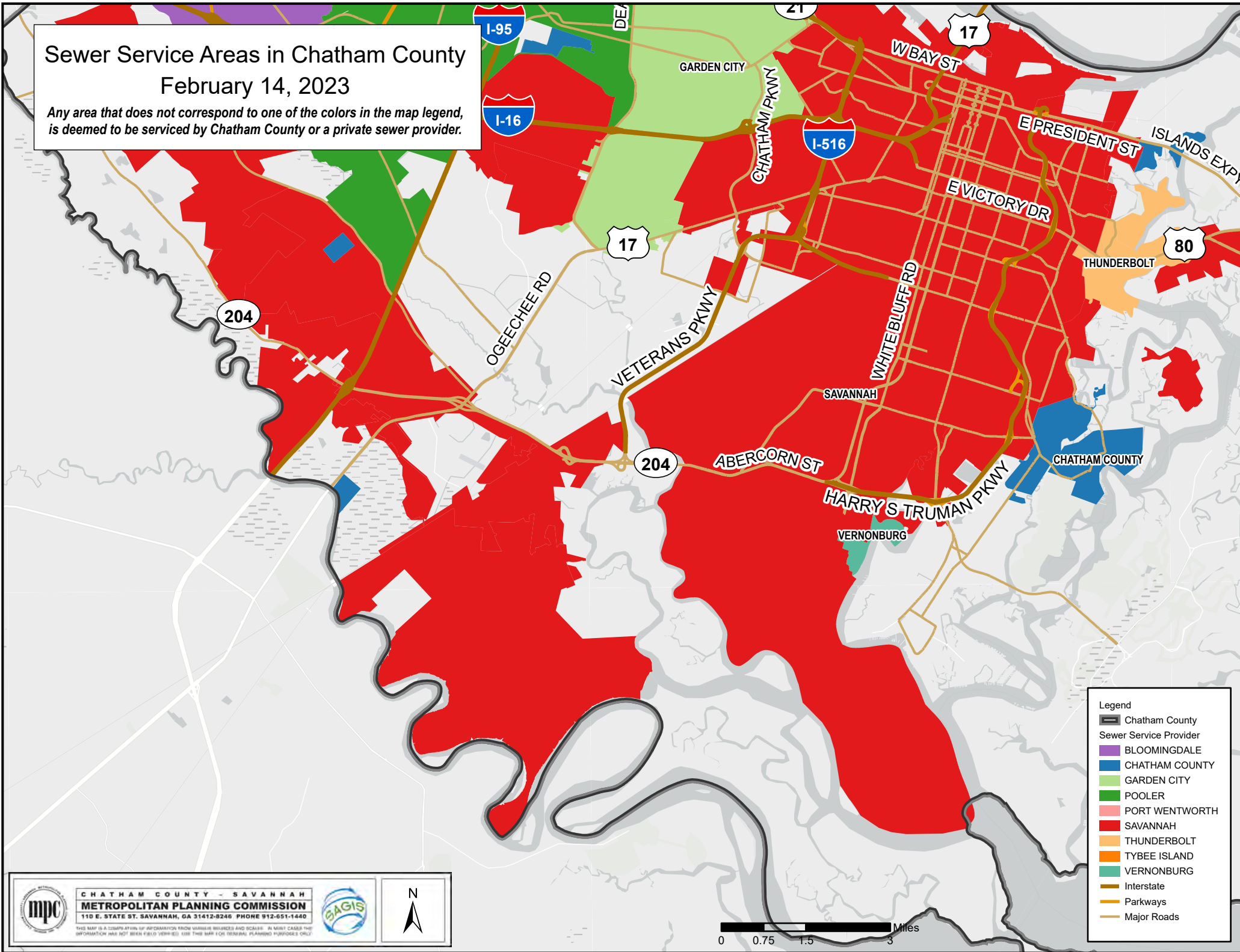
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

Scale: 0 0.75 1.5 3 Miles

Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



Legend

- Chatham County
- Sewer Service Provider
- BLOOMINGDALE
- CHATHAM COUNTY
- GARDEN CITY
- POOLER
- PORT WENTWORTH
- SAVANNAH
- THUNDERBOLT
- TYBEE ISLAND
- VERNONBURG
- Interstate
- Parkways
- Major Roads

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

SAGIS

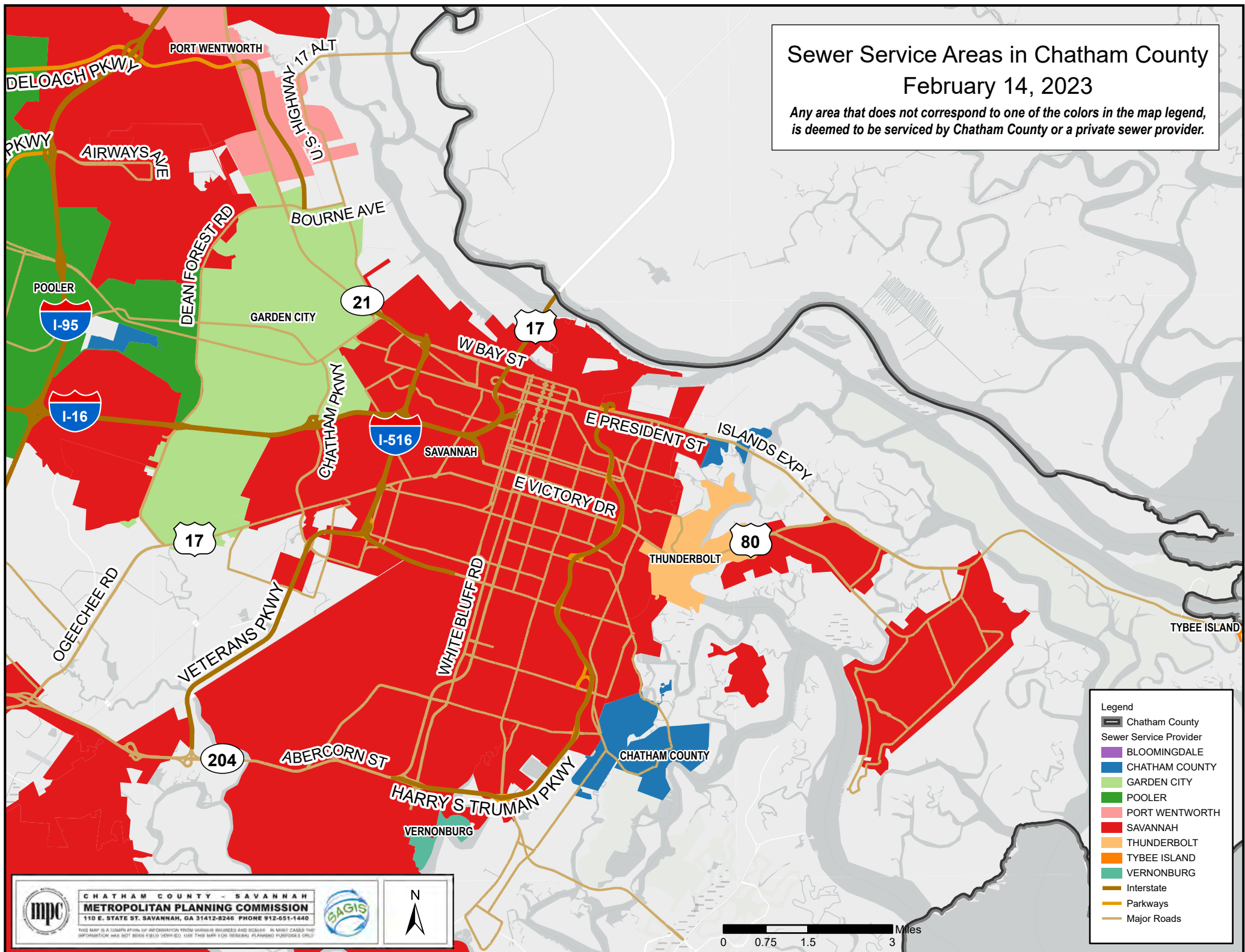
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

0 0.75 1.5 3 Miles

Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



- Legend**
- Chatham County
 - Sewer Service Provider**
 - BLOOMINGDALE
 - CHATHAM COUNTY
 - GARDEN CITY
 - POOLER
 - PORT WENTWORTH
 - SAVANNAH
 - THUNDERBOLT
 - TYBEE ISLAND
 - VERNONBURG
 - Interstate
 - Parkways
 - Major Roads

CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440

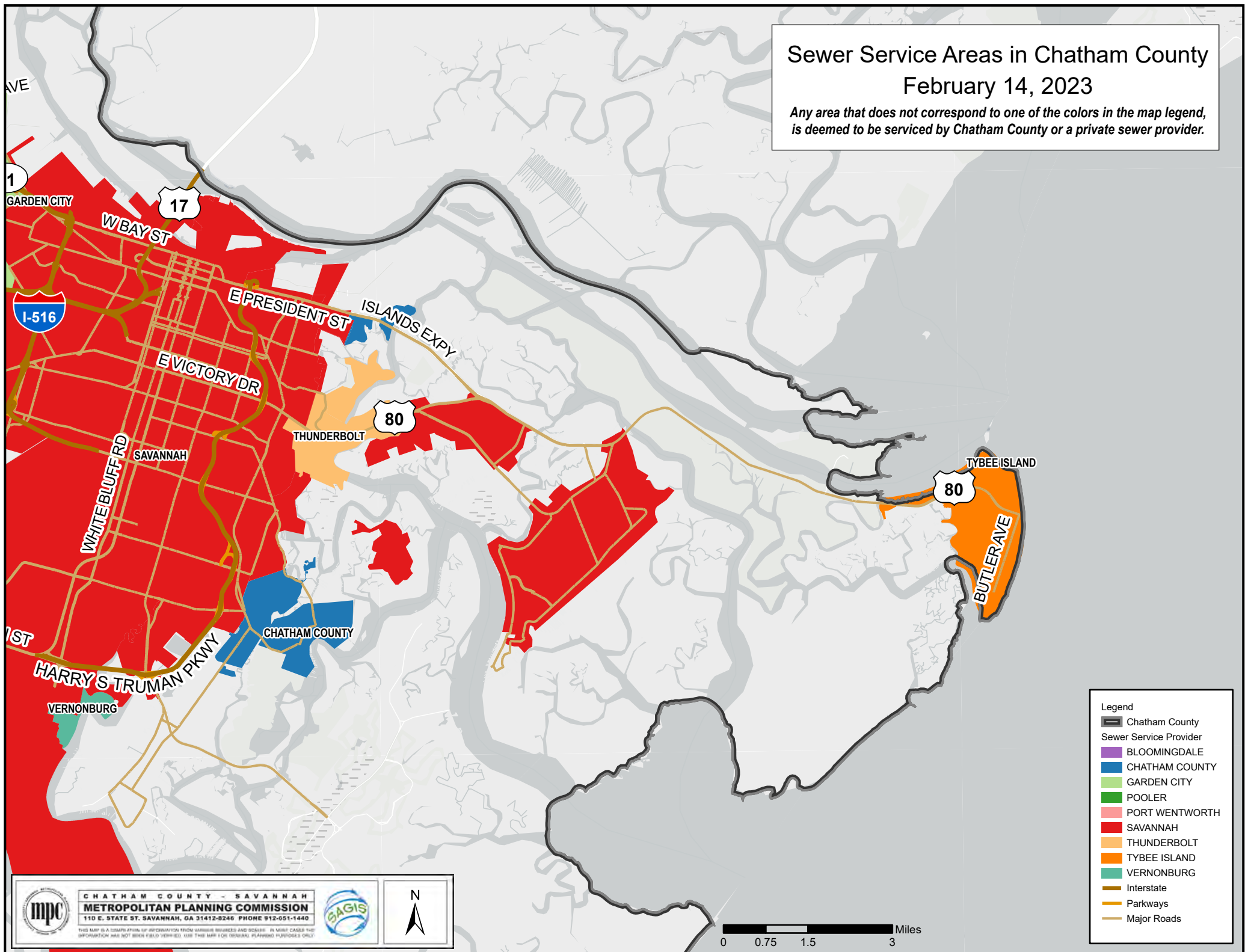
THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MANY CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



Sewer Service Areas in Chatham County

February 14, 2023

Any area that does not correspond to one of the colors in the map legend, is deemed to be serviced by Chatham County or a private sewer provider.



- Legend**
- Chatham County
 - Sewer Service Provider**
 - BLOOMINGDALE
 - CHATHAM COUNTY
 - GARDEN CITY
 - POOLER
 - PORT WENTWORTH
 - SAVANNAH
 - THUNDERBOLT
 - TYBEE ISLAND
 - VERNONBURG
 - BLOOMINGDALE
 - Interstate
 - Parkways
 - Major Roads

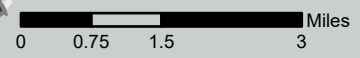


CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440





THIS MAP IS A SUMMARY OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.



**PRIVATIZATION CONTRACT
FOR WATER, WASTEWATER
AND OTHER PUBLICS WORKS SERVICES
FOR THE CITY OF PORT WENTWORTH**

THIS AGREEMENT is made on this 21st day of December 2021, the CITY of Port Wentworth, Georgia (hereinafter "CITY"), whose address for any formal notice is 7724 Ga highway 21, Port Wentworth, GA 31407 and ClearWater Solutions LLC, (hereinafter "CWS") with offices at 2178 Moores Mill Road, Auburn, Alabama 36830.

WHEREAS, Georgia law provides that any public entity may enter into a wastewater facility privatization contract and may make such other agreements and perform such other acts consistent with law, as are determined by the public entity to be necessary or convenient to effectuate the wastewater facility privatization contract; and

WHEREAS, this Agreement for wastewater services (the "Agreement") constitutes a Wastewater Facility Privatization Contract under Georgia law, and the CITY has duly approved the Agreement as required by Georgia law; and

WHEREAS, the CITY declares that the foregoing Water and Wastewater Facility Privatization Contract is in the public interest. CWS declares and warrants that it has the experience in water, sewer, or wastewater reuse utility operations and the ability to provide the services provided herein; and

WHEREAS, the Agreement provides for CWS to operate, maintain, repair, manage, administer the CITY's Facilities; and

WHEREAS, the Agreement provides for CWS to perform certain specified duties and responsibilities for the CITY's Public Services Department.

In Accordance with these declarations, the CITY and CWS agree as follows:

1. GENERAL OBLIGATIONS OF THE PARTIES

- 1.1 Definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2 All grounds, facilities, equipment, and vehicles now owned by CITY or acquired by CITY shall remain property of CITY.
- 1.3 This Agreement shall be governed by and interpreted in accordance with laws of the State of Georgia. Venue for any disputes with respect to this Agreement shall be in the courts in and for Chatham County, Georgia.

1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party; provided, however, that such consent shall not be unreasonably withheld.

1.5 All notices shall be in writing and transmitted by certified mail to the address noted above, in care of the respective party's Authorized Representative. Additionally, notices may be delivered to CWS' authorized representative on site at the Project. All notices shall be deemed effective (i) when delivered personally or (ii) when actually received by the party for which the notice is intended, if the notice is given by electronic mail or in any other manner.

1.6 This Agreement, including all Appendices constitutes the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Whenever used, the term "CITY" shall mean the CITY of Port Wentworth, acting, by and through its CITY Manager. Whenever used the term "CWS" shall mean ClearWater Solutions LLC acting by and through its officers, agents, directors, and employees. The parties agree that each party had equal input into the drafting of this Agreement such that no provision of the Agreement shall be construed strictly against one party as to drafting thereof.

1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1.8 It is understood that the relationship of CWS to CITY is that of independent contractor. The services to be provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated.

1.9 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).

2. CWS' GENERAL OBLIGATIONS

As general obligations, CWS agrees to:

2.1 Provide services to CITY, pursuant to the terms of this Agreement.

2.2 Manage, operate, maintain and assume all responsibilities, obligations, and commitments associated with this Agreement.

2.3 Operate and manage the CITY Water well system, Wastewater Treatment Plant, Lift Stations and perform certain specified duties for the Public Services Department and all associated duties on a 24-hour per day, 7 day per week basis, or as required by the Georgia Environmental Protection Division (GEPD) permit and any other State or federal agencies or

the CITY.

- 2.4 Provide ongoing training and education for appropriate personnel in all necessary areas of modern water and wastewater process control, operations, maintenance, safety, public services, development services, and supervisory skills, with CWS paying for such training and education.
- 2.5 Unless capital recommendations are required to meet regulatory criteria, CWS shall not be relieved of the responsibility to perform if the recommendations made to the CITY by CWS for system improvements are not implemented.
- 2.6 Maintain an employee safety program and an OSHA compliance program in compliance with applicable laws, rules and regulations and make recommendations to CITY regarding the need, if any, for CITY to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to CWS' operations hereunder and federal regulations promulgated pursuant to the Americans with Disabilities Act ("ADA"). Nothing herein shall be construed to place upon CWS a duty to find and report violations of either safety laws or the ADA at the facilities other than reporting the violations to the CITY.
- 2.7 In an emergency affecting the safety of persons or property, CWS may act without written amendment or change order, at CWS' discretion, to attempt to prevent actual or threatened damage, injury or loss.
- 2.8 Prepare operating reports, test results, accountings and all other reports as required by federal and/or State law or regulations (including, but not limited to, those which are required by the Georgia Environmental Protection Department (EPD) and shall submit them to CITY for signature and transmittal to appropriate authorities as so requested. At the time of submission to the CITY, CWS will also provide a certification that the reports, test results or other reporting documents were created in the ordinary course of CWS' business and that they are true and accurate.
- 2.9 Provide all labor for laboratory testing and sampling presently required by system performance portions of the Water Supply permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, State or Local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
- 2.10 Will begin work pursuant to this Contract on January 1, 2022, (the "Contract Commencement Date").
- 2.11 If, during the course of this Agreement, any violation of federal, State or Local ordinance is discovered by CWS to have been made, CWS shall immediately notify the CITY Manager of the purported violation.

3. CWS' SPECIFIC SCOPE OF WORK FOR WATER AND WASTEWATER SERVICES

CWS shall perform the following services with respect to water and wastewater services:

- 3.1 Perform all operation and maintenance of CITY water distribution system, fire hydrants, water tanks, wells and CITY of Savannah metering connections.
- 3.2 Repair leaks on water services and mains. Repairs that exceed the capabilities and capacity of assigned crews can be contracted as a Maintenance and Repair expenditure.
- 3.3 Perform location of water main and service (lateral) lines to the meter.
- 3.4 Assist the CITY for meter reading services. Includes reconciling miss-reads and non-automated meter readings.
- 3.5 As requested by the CITY during billing cycles, conduct re-reads on water meters, shut-off/turn-on requests, new meters, lock outs and disconnects.
- 3.6 Perform compliance sampling and reporting of all permitted CITY water treatment, storage and distribution facilities
- 3.7 Perform all operation & maintenance of CITY wastewater collection, pumping and treatment facilities.
- 3.8 Repair sewer mains and manholes. Repairs that exceed the capabilities and capacity of assigned crews can be contracted as a Maintenance and Repair expenditure.
- 3.9 Perform location of sewer main lines (CITY does not take responsibility for lateral lines).
- 3.10 Perform compliance sampling and reporting of all CITY sewer collection, transportation, and treatment facilities.
- 3.11 Participate and assist in planning any water and wastewater capital improvement program.
- 3.12 Within the design capacity and capability of the Facilities, manage, operate, and maintain the Project so that effluent discharged from the Wastewater Treatment Plant and reclaimed water produced by the Wastewater Treatment Plant meet the requirements of Georgia DNR. CWS may alter the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without CITY's written approval.
- 3.13 Manage, operate, inspect, and maintain, in compliance with accepted industry standards and in compliance with all applicable Local, State and federal laws, rules, regulations, statutes,

permits, standards, and ordinances, the wastewater pumping stations and related equipment. Facility grounds shall be properly maintained, with grounds regularly mowed, and overall appearance continually kept in good condition.

3.14 Within 90 days of the end of the first year of the Term, and for each year thereafter, CWS shall provide the CITY with an evaluation of the performance, efficiency and maintenance of the Agreement. CWS will prepare the report at no cost to the CITY and the CITY shall maintain the right to have the report reviewed by a third party at the CITY's sole expense.

3.15 Provide and document all Maintenance for the Project. The CITY shall have the right to inspect these records during normal business hours. Maintenance program will include documentation of critical spare parts inventory.

3.16 Provide and document all Repairs, Chemical, Laboratory Services, and Sludge Disposal costs for the Project.

3.17 Provide CITY with an accounting of the Annual Limit Accounts for Repairs, Chemicals, Laboratory Services, Sludge Disposal, and any Additional Services and/or Capital Projects on a monthly basis. CWS will provide CITY with a detailed invoice of Repairs, Chemicals, Laboratory Services, Sludge Disposal, Additional Services and Capital Projects, including all costs over the corresponding allowances. The amounts invoiced for Chemicals, Laboratory Services and Sludge Disposal shall not include any labor costs for CWS' staff assigned to the Project nor any mark-up. Amounts invoiced for Repairs and Additional Services and/or Capital Projects will be subject to mark up.

3.18 Rebate CITY the remaining balance, of the Repairs, Chemicals, Laboratory Services and Sludge Disposal annual cost allowances, to the extent actual annual costs for such items are less than the Annual Limit Account in any year of this Agreement. The CITY will pay or reimburse CWS for any costs incurred by CWS in excess of the Annual Limit Accounts, with CITY's prior written authorization.

3.19 Pay all Cost(s) incurred in normal Project operations, including the Maintenance and Repair of all Project equipment and facilities. The first Five Thousand Dollars (\$5,000.00) of all Maintenance and/or Repairs will be paid by CWS from the Repairs annual cost allowance. CWS shall submit a Maintenance and/or Repairs recommendation request to CITY for any item in excess of Five Thousand Dollars (\$5,000.00) in writing and shall proceed only upon the written approval of the City Manager. In any emergency affecting the safety of persons or property, CWS may act without written amendment or change order, at CWS' discretion, to prevent damage, injury or loss. Approval may be in verbal form should the request be deemed an emergency repair/replacement necessary to comply with the Wastewater Facility Permit or to control conditions that would have an adverse impact to the general public's health, safety and welfare followed by a written approval of the City Manager.

- 3.20 Provide a list of capital needs along with cost estimates for the Wastewater Treatment Facility and Lift stations each year prior to June 1.
- 3.21 Staff the Project with employees who have met the licensing and certification requirements of the State of Georgia, as applicable. CWS shall provide ongoing training and education for appropriate personnel in all necessary areas of modern wastewater process control, operations, maintenance, safety, management, and supervisory skills. Furthermore, CWS covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the State of Georgia Statutes, as it relates to work performed under this Agreement and agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. CWS shall comply with all federal, State, and Local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race color, religion, sex, or natural origin in the performance of work under this Agreement. CWS shall ensure that all personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks and shall provide the necessary training for its personnel assigned to the project in the areas of operations, maintenance, safety, laboratory, energy management and other similar areas. CWS shall notify and obtain approval from the CITY of any change or substitution to CWS' key personnel before said changes can become effective.
- 3.22 Prepare all Domestic Wastewater Facility Permit reports related to services provided in and under this Agreement, and submit these to the City Manager for certification and transmittal to appropriate agencies.
- 3.23 Provide for the disposal of screenings, grit, sludge and scum to the existing approved disposal sites or other sites as may be acquired and approved through applicable regulatory agencies.
- 3.24 Perform and/or provide all laboratory testing and sampling required by the Domestic Wastewater Facility Permit related to services provided in and under this Agreement. CWS shall provide all monitoring for the CITY Water Well(s).
- 3.25 Provide a physical inventory of CITY vehicles and equipment that are being used at the Project and a general statement as to the condition of each vehicle and piece of equipment within forty-five (45) days after the beginning of each contract year.
- 3.26 Provide twenty-four (24) hour per day access to the Project for CITY personnel. Visits may be made at any time by any of CITY's employees, consultants or contractors so designated by CITY. Keys or transmitters for Project shall be provided to the CITY by CWS. All visitors to the Project shall comply with CWS' operating and safety procedures.
- 3.27 Perform Additional Services and/or implement Capital Projects that are incidental to the Scope of Services as directed by CITY. Such Additional Services and Capital Projects will be negotiated and agreed to in writing.

3.28 Operate the facilities in a manner such that odor and noise shall be controlled within the design capacity and parameters of the facilities.

3.29 Maintain all Project warranties, guaranties and licenses that have been granted to CITY on new equipment purchased by CITY for use as part of the Project and assist CITY in enforcing equipment warranties and guarantees. CWS shall provide CITY with full documentation that preventative maintenance is being performed on CITY owned equipment in accordance with manufacturers' recommendations at intervals and in sufficient detail as may be determined by CITY. This maintenance program shall include documentation of corrective and preventative maintenance and a spare parts inventory.

3.30 Staff the project 7 days a week, in accordance with the Domestic Wastewater Facility Permit, along with night and weekend work as necessary. CWS personnel shall be available on call twenty-four (24) hours per day, seven (7) days per week to respond to emergencies (i.e. alarms, complaints, equipment failures, etc.). Except as provided above, emergency labor provided for call outs not related to the facilities will be documented by CWS and a detailed invoice will be submitted to the City Manager for reimbursement at a rate of actual cost per hour.

3.31 Provide a full time, on-site Project Manager. The assigned Project Manager shall be mutually agreed to by CITY and CWS. The Project Manager shall initially be Robert Drewry.

3.32 If requested by the CITY Representative and agreed to by CWS, CWS shall purchase Consumables and Fixtures (defined below) as agent of the CITY in connection with the operation, management, maintenance and improvement of the CITY's Facilities as provided below:

- A. Fixtures and Consumables. For the purposes of this Section, the term "Fixtures" shall include equipment, machinery, spare parts and other improvements which are integrated in or become fixtures of the Facilities. The term "Consumables" shall include chemicals and other items that are used in connection with the operation of the Facilities.
- B. Authority. CWS is authorized by the CITY to act as its agent for purposes of purchasing Fixtures and Consumables for the sole ownership, use and benefit of the CITY in the operation, management; maintenance and improvement of the Facilities. CWS is authorized and directed to purchase, as agent for the CITY, such Fixtures and Consumables as may be necessary or helpful in the operation of the Facilities. The existence of the above agency relationship shall be disclosed to vendors, suppliers and other providers of such Fixtures and Consumables to the extent required effectuating the purposes of this agency. CWS and the CITY shall work together to take any actions required to accomplish the objectives of this paragraph.

- C. Direction, Supervision, Control. The CITY shall have the right and authority to approve proposed purchases of Fixtures and/or Consumables in the name of the CITY and CWS shall periodically report to the CITY, as may be reasonably requested or required under the Agreement, regarding the Fixtures and Consumables purchased under the above authority. Fixtures and Consumables shall only be purchased and used for the sole ownership, use and benefit of the CITY in the operation, management, maintenance and improvement of the Facilities.
- D. Title. Notwithstanding anything to the contrary contained herein, all right title and interest in and to the purchased Fixtures and Consumables shall be held by and pass directly to the CITY.
- E. Reimbursement. The CITY shall reimburse CWS for all costs and expenses incurred by CWS in connection with the purchase of Fixtures and Consumables as agent for the CITY in accordance with the terms of this Agreement,
- F. Taxes. Notwithstanding anything to the contrary contained herein the Parties intend that all purchases of Fixtures and Consumables that CWS makes as agent for the CITY under the Agreement shall be exempt from Georgia Sales and Use Tax to the greatest extent allowed by law. CWS is authorized and directed to use the CITY's Sales and Use Tax Exemption Certificate(s) in connection with the purchases of Fixtures and Consumables for the CITY, and CWS may present such Sales and Use Tax Exemption Certificate(s) to vendors, suppliers and other providers of such Fixtures and Consumables in connection with such purchases. In the event that sales or use taxes are due and payable on the purchase of any Fixtures or Consumables at the time of purchase or subsequently determined to be due at a later date, the CITY agrees to immediately reimburse CWS for such sales and use taxes if paid by CWS pursuant to this Agreement.

3.33 The intent of the CITY is to have CWS operate, maintain, repair, manage, administer the CITY's Facilities to the full extent allowed by law. The initial scope of services covers the Facilities described in Appendix B. The CITY shall have the right to amend Appendix B at its discretion to add to the list of Facilities covered by the Agreement and the services provided by CWS and in such event, the parties will negotiate an appropriate change to the Base Fee by mutual agreement.

3.34 CWS' Authorized Representative shall be Robert Drewry.

3.35 CWS shall consider, if requested by the CITY, to assist the CITY with the providing of equipment and services, if acceptable to CWS.

3.36 Coordination with Chatham County during mosquito season for mosquito control as

needed.

3.37 Assist in Emergency Operations for road closures/detours during excessive winds/rain events, tornadoes, flooding, sink holes, downed trees, etc.

4. CWS SCOPE OF SERVICES - PUBLIC WORKS DEPARTMENT

4.1 Public Services shall include the performance of general and routine maintenance of CITY streets and storm drain infrastructure as follows:

4.2 Repair CITY storm drain piping, inlets and catch basins. Repairs that exceed the capabilities and capacity of assigned crews can be contracted as a Maintenance and Repair expenditure.

4.3 Replace street signs and posts with standard metal reflective signs and metal posts in (Does not include State Route system) in accordance with the Manual for Uniform Traffic and Control Devices (MUTCD).

4.4 Install new street signs and posts when requested by the CITY in accordance with the MUTCD.

4.5 Maintain by dredging ditches within CITY rights-of-way.

4.6 Pressure jetting of driveway culverts, storm inlets and short spans of storm pipe to remove sediment accumulation.

4.7 Cut grass of road shoulders and in ditches within CITY rights-of-way (Does not include State Route system unless included within this scope). Herbicide application in ditches acceptable except adjacent to residential homes.

4.8 Patch potholes in CITY streets and repair or replace hazardous sidewalks.

4.9 The removal of dead animal carcasses on CITY streets.

4.10 Repair concrete & asphalt pavement due to water or sewer repairs. Repairs that exceed the capabilities and capacity of assigned crews can be contracted as Maintenance and Repair expenditure.

4.11 The trimming of trees and brush that are up to 13-feet in height and 4-inches in caliper for roadway safety and sight distance requirements.

4.12 Participate and assist in planning the CITY's 5-year Capital Improvement Program for public works vehicles and equipment, roads and storm water.

5. CITY'S DUTIES AND OBLIGATIONS

The CITY shall:

- 5.1 Fund, subject to CITY approving the Capital Expenditure Budget to include funding of the item for fiscal year, all Capital Expenditures or grant approval for CWS to make reimbursable Capital Expenditures at cost with markup as provided herein, such costs to be reimbursed to CWS within sixty (60) days. Any loss, damage, or injury resulting from CITY's failure to provide capital improvements when reasonably requested by CWS, shall be the sole responsibility of CITY if, pursuant to industry standards, the requested capital improvement was necessary.
- 5.2 Provide approval for CWS to perform Repairs, provide Additional Services, fund Capital Expenditures and/or implement Capital Projects. Any loss, damage, or injury resulting from CITY's failure to provide capital improvements when reasonably requested by CWS, shall be the sole responsibility of CITY if, pursuant to industry standards, the requested capital improvement was necessary.
- 5.3 Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to CITY.
- 5.4 Provide CWS within a reasonable time after request any piece of CITY's heavy equipment that is available so that CWS may discharge its obligations under this Agreement in the most cost effective manner. Availability of equipment will be subject to the CITY's reasonable discretion. Provision of such equipment shall be made without cost to CWS, with the exception of costs to repair damage done at the fault of CWS.
- 5.5 Provide all licenses for CITY vehicles used in connection with the Project.
- 5.6 Provide for CWS' use all CITY vehicles and equipment currently in use at the Project.
- 5.7 Pay all electric costs associated with the operation of the Project, except for provisions outlined in Sections 6.6 and 6.7 at the Wastewater Treatment Facility.
- 5.8 CITY's authorized representative and point of contact shall be the City Manager.

6. COMPENSATION

- 6.1 Beginning on January 1, 2022 to December 31, 2024, CITY shall pay CWS as compensation for services under this Agreement a Base Fee of \$ 148,719.76 per month.
- 6.2 CWS's compensation under this Agreement for year one (I) of this contract shall consist of an Annual Fee of \$1,784,637.17 annually or \$148,719.76 monthly. The annual fee covers all items listed herein.

6.3 CWS and the City will negotiate an increase/decrease to the annual fee three (3) months before the anniversary date of each year. If at any time the CWS and the City should not agree on an increase/decrease to the annual fee, then the basis for increase/decrease shall be the current CPI/ECI, All Urban Users, and Southern District. Appendix D.

6.4 The Maintenance and Repair Limit included in the Annual Fee is Three Hundred Thousand Dollars, (\$300,000.00).

6.5 If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit of Three Hundred Thousand Dollars (\$300,000.00) for any Agreement year, CWS will rebate the entire difference to the City. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, the City will pay the excess to CWS. CWS will notify the City when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit.

6.6. Included in the annual fee is One Hundred Fifty-Five Thousand Dollars (\$155,000) for electrical expenses at the wastewater treatment facility. If actual Electrical expenditures for the facility are less than One Hundred and Fifty-Five Thousand Dollars (\$155,000.00) for any Agreement year, CWS will rebate 50% of savings to the City.

6.7 The parties agree to negotiate the Maintenance and Repair Limit and Electrical Fee each year at least three (3) months prior to the anniversary of this Agreement's commencement date.

6.8 City shall be obligated to make the following payments: One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable by the 15th of the month that services are provided,

6.9 All other compensation to CWS is due upon receipt of CWS's invoice and payable within thirty (30) days. City shall pay interest at an annual rate equal to the prime rate, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

7. INDEMNITY. LIABILITY AND INSURANCE

7.1 CWS shall indemnify CITY and hold it harmless from any claims, damages, fines, fees, expenses, costs or demands by third parties arising from:

- A. CWS' operation, control and maintenance of the Project not in conformance with the terms and conditions of this Agreement;
- B. Any default of CWS under this Agreement;

- C. The negligence of CWS and its agents, contractors or employees or any of them in connection with the operation, control and maintenance of the Project, etc.;
- D. Any damage to the property of CITY, not otherwise covered by insurance as provided herein, or others or injury to any person on or about the Project caused by CWS, its agents, contractors or employees;
- E. Any legal or administrative proceeding related to the entering into this Agreement or the retaining of CWS for actions taken pursuant to this Agreement or in violation or contradiction of State statutes;
- F. Any legal or administrative proceedings occasioned by CWS in which CITY is made a party without CITY's fault; and
- G. All reasonable costs, reasonable attorney's fees and reasonable expenses incurred by CITY in connection with the items indemnified against. CWS shall defend any legal action or proceedings resulting from a claim or demand indemnification against, at its expense, on receipt of proper notice from CITY to do so. Additionally, CWS shall have the exclusive right to select legal counsel to defend the CITY against those claims or demands for which CWS has a legal obligation to indemnify the CITY.

7.2 Subject to the limitations set forth herein, CITY hereby agrees to indemnify CWS for claims brought against CWS for actions related to the operation, maintenance and management of the Project, but only to the extent that the claims are found to result from the negligence of the CITY, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of any third parties, independent contractors, or third party agents of the CITY. Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity. This indemnification shall be limited to only such traditional liabilities for which the CITY could be liable under applicable law.

7.3 Neither party nor their affiliated companies, nor the officers, agents and employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for loss of profits, loss of opportunity, loss of product or loss of use unless such action or claim is the result of gross negligence or willful conduct of the party sought to be held liable. Any protection against liability for losses or damages afforded any individual or entity by these terms or by law shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.

7.4 CWS shall indemnify the CITY for those fines or civil penalties imposed by a regulatory agency for violations that are the result of CWS' negligence or willful misconduct, including violations of the effluent or reclaimed water quality requirements contained in the Project's

Domestic Wastewater Facility Permit. CWS will assist CITY to contest any such fines in administrative proceedings and/or in court prior to any payment by CITY.

7.5 CITY shall be liable for those fines or civil penalties imposed by any regulatory agencies on CITY and/or CWS that are not a result of CWS' negligence or willful misconduct and are directly related to the ownership of the Project.

7.6 Each party shall obtain and maintain insurance coverage in the amounts described herein. Each party shall include the other party as an additional insured on all insurance policies covering the Project (excluding workers compensation) and shall provide the other party with satisfactory proof of insurance.

7.7 To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, CWS' liability for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in this Agreement, shall be limited to, the greater of: (i) general money damages in an amount equal to the amount of any proceeds of insurance received by the CITY or to which CWS is entitled pursuant to any general liability insurance or automobile liability policy required to be maintained by CWS hereunder (without regard to the amount of any deductible which may be applicable under any such general liability or automobile liability policy) with respect to such loss; or (ii) to the extent proceeds of insurance are not recovered or such general liability or automobile insurance is not applicable, a cumulative aggregate over the full initial term lease as is of this agreement of an amount not to exceed \$1,000,000.00; provided, however, in the event payments are made to the CITY pursuant to this Agreement in an amount meeting or exceeding \$1,000,000.00 during the full term of this Agreement, the CITY shall be entitled to terminate this Agreement after allowing CWS thirty (30) days to determine whether to increase the amount of the obligation to the CWS pursuant to this Section in which event the CITY shall not have the right to terminate.

8. TERM, TERMINATION AND DEFAULT

8.1 The initial term of this Agreement shall be Three (3) years, commencing on January 1, 2022, and ending on December 31, 2024. This Agreement may be extended with CITY approval for additional 2-year periods. Any prior Agreement(s) between the parties shall be terminated immediately upon this Agreement becoming effective.

8.2 A party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by CITY for non-payment of CWS' invoices, in which case termination may be immediate by CWS, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

8.3 Upon notice of termination by CITY, CWS will assist CITY in assuming operation of the

Project for a period not to exceed six (6) months from the effective date of termination. If additional cost is incurred by CWS at request of CITY, CITY shall pay CWS such cost in accordance with this Agreement.

8.4 This Agreement shall terminate at such time as CITY may sell, convey or transfer its wastewater treatment plant or system, or a substantial part thereof, to another governmental agency to provide services. CITY shall give CWS as much advance notice as possible prior to any such sale, transfer or conveyance.

9. LABOR DISPUTES AND FORCE MAJEURE

9.1 In the event activities by CITY's employee groups or unions cause a disruption in CWS' ability to perform the Project, CITY, with CWS' assistance, or CWS at its own option, may seek appropriate injunctive court orders. During any such disruption, CWS shall operate the facilities on a best efforts basis until any such disruptions shall cease.


9.2 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation, in addition to any other relief to which it may be entitled.

9.3 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrences beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence.

Both parties indicate their approval of this Agreement by their signatures below and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been taken.

CLEARWATER SOLUTIONS LLC


Date: 12/22/21

By : 
Name: _____

CITY OF PORT WENTWORTH

Date:
12/21/2021

By: 

ATTEST: 

APPENDIX A DEFINITIONS

- A.1 "Additional Services" means services incidental to items included in the annual list of capital needs, services requested by the CITY that are not included in the CWS Scope of Services as routine services, and/or additional routine services in amounts that exceed those contemplated in the Scope of Services. Such Additional Services may include CWS subcontracting work to specialty subcontractors.
- A.2 "Adequate Nutrients" means plant influent nitrogen, phosphorous and iron contents proportional to BODs in the approximate ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts of BOD5.
- A.3 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of CITY's Domestic Wastewater Facility Permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides and herbicides.
- A.4 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000.00); or (2) major repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00); or (3) expenditures that are planned, non-routine, and budgeted by CITY.
- A.5 "Capital Improvement Program" means the Program that is developed by CWS and reviewed annually to implement Capital Projects that will improve the operation of the CITY's Facilities, expand the capacity of the CITY's Facilities, and/or are required by Changes in Law or Uncontrollable Circumstances. The CITY may elect to request that CWS provide and/or perform the items included in the Capital Improvement Program, including Capital Projects, use their own forces, or procure them through other means as provided in this Agreement.
- A.6 "Capital Project" means a capital addition, improvement or upgrade to the System to be performed by CWS which is of a long-term character or effect, such as land, buildings and Equipment, requested by the CITY and agreed to by CWS. A Capital Project shall not include maintenance of Equipment or the Facilities unless otherwise noted herein.
- A.7 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles, including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, Maintenance, Repair and outside services.

- A.8 "Domestic Wastewater Facility Permit" means the current State of Georgia Domestic Wastewater Facility Permit number _____ which expires _____ and any subsequent renewals.
- A.9 "Laboratory Services" means the use of a sub-contractor to provide testing of samples.
- A.10 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CWS to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.11 "Project" means all equipment, vehicles, grounds and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of each.
- A.12 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle or facility or some component thereof.
- A.13 "Sludge Disposal" means the removal of sludge from the Wastewater Facility by use of a sub-contractor in compliance with the Domestic Wastewater Facility Permit.
- A.14 "Unforeseen Occurrence" means any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement; including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or government body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes work stoppages, but excluding labor disputes, strikes work slowdowns or work stoppages by employees of CWS; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.
- A.15 "Wastewater Pumping Station,, means the facility to pump sewage from a wet well through a force main to a gravity system or to the Wastewater Treatment Facility. This includes, but not limited to all pumps, electrical components, access hatches, piping from the wet well through the stations valve pit including plug valves and check valves, fencing, landscaping and grounds.

APPENDIX B

B.1 LOCATION OF PROJECT AND LIFT STATIONS

CWS agrees to that the equipment, ground and facilities now existing within the current property boundaries are described as follows:

| Wastewater | # | Water System |
|------------------------------------|-----|--|
| Wastewater Treatment Facility | --- | Well #1 (Appleby Road) |
| Amazon lift station | N/A | Well #2 (Appleby Road) <i>not in service</i> |
| Amberly lift station | 17 | Well #3 (Highway 21) <i>not in service</i> |
| Armadale lift station | 1 | North Water Tower |
| Cherry St. lift station | 14 | South Water Tower |
| Cold Creek Pass lift station | 13 | |
| Coldstream lift station | 2 | |
| Crossgate (Dynacraft) lift station | N/A | |
| Gooseneck lift station | 15 | |
| Jimmy DeLoach lift station | 6 | |
| Horne Place lift station | 5 | |
| Lakeshore lift station | 11 | |
| Lakeside lift station | 12 | |
| Newport lift station | 10 | |
| Pine Forest lift station | 8 | |
| Rideshare lift station | 4 | |
| Saussy Rd lift station | N/A | |
| Waffle House lift station | 3 | |

CWS and CITY agree that CITY shall have the right to amend Section B.1 above, as may be necessary or the CITY may determine to do from time to time, and in such event, the parties will negotiate an appropriate change to the Base Fee by mutual agreement. Any such amendments shall be in writing, signed by both parties, and properly incorporated into this Agreement.

**APPENDIX C
INSURANCE COVERAGE**

CWS shall maintain:

C.1. Statutory workers' compensation for all of CWS' employees at the Project as required by the State of Georgia in amounts not less than One Million Dollars (\$1,000,000.00) in liability for each accident, One Million Dollars (\$1,000,000.00) for each employee per disease, and with not less than One Million Dollars (\$1,000,000.00) policy limit.

Commercial general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily injury and/or property damage.

Commercial Automobile liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limits for bodily injury and/or property damage.

C.2 CITY shall maintain:

Property damage insurance for all property including vehicles and equipment owned by CITY and operated by CWS under this Agreement. Any property, including vehicles, not properly or fully insured being the financial responsibility of CITY.

C.3 Each party's insurer shall provide at least ten (10) days' notice of the cancellation of any policy, including without limitation, workers compensation insurance, it is required to maintain under this Agreement.

APPENDIX D
Base Fee Adjustment Formula

$$ABF = BF \times AF$$

Where:

- BF = Base Fee specified in Article IV.1
- ABF = Adjusted Base Fee
- AF = Adjustment Factor as determined by the formula:

$$AF = \frac{((ECI) .50 + ((CPI).50)}{1}$$

In the event that the base fee is calculated using the base fee formula above then annual increase shall not exceed five percent (5%) nor be less than two percent (2%).

- ECI = The twelve month percent change (from the third quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for All Civilian Workers, and All Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU101000000000A (B,C).
- CPI = The twelve month percent change (from the third quarter of the prior year to the second quarter in the current year) in the Consumer Price Index for the U.S. City Average, All Items, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0.

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

FIFTH AMENDMENT

This Fifth Amendment, entered into on the 8TH day of MARCH, 2022, by and between the CITY OF BLOOMINGDALE, a municipal corporation organized and existing under the laws of the State of Georgia, whose address for purposes hereof shall be 8 Highway 80 West, Bloomingdale, Georgia 31302, hereinafter referred to as "Bloomingdale", and the CITY OF POOLER, a municipal corporation chartered under the laws of the State of Georgia, whose address for purposes hereof shall be 100 SW Highway 80, Pooler, Georgia 31322, hereinafter referred to as "Pooler".

WITNESSETH:

WHEREAS, on February 4, 1982, Bloomingdale and Pooler entered into an Agreement concerning Bloomingdale's use of 277,000 gallons per day (GPD) capacity in Pooler's Wastewater Treatment Plant Facility ("WWTP"); and

WHEREAS, such Agreement has been subsequently amended on June 20, 1985, August, 27, 1998, June 7, 2004, and August 1, 2006, for various purposes; and

WHEREAS, Bloomingdale and Pooler desire to further amend the Agreement to increase Bloomingdale's GPD capacity within the WWTP;

NOW THEREFORE, for and in consideration of the mutual covenants and consideration herein, Bloomingdale and Pooler agree to amend the Agreement as follows:

1. Bloomingdale will be allowed an additional 250,000 GPD of capacity within the WWTP.
2. Bloomingdale will pay Pooler \$13.54 per gallon for the increased capacity, a total of \$3,385,000.00.

3. The payment from Bloomingdale to Pooler shall be delivered in one lump-sum payment and will be due upon complete execution and adoption of this Fifth Amendment by Pooler.
4. No later than March 1 of each year, Bloomingdale will provide to Pooler a written engineer's report detailing the current flow capacity of the Maple Street Lift Station and S.H. Morgan Parkway Lift Station.
5. When the Maple Street Lift Station reaches 80% capacity flow point, Bloomingdale will begin design for upgrade to the Maple Street Lift Station.
6. When, or before, the Maple Street Lift Station reaches 90% capacity flow point, Bloomingdale will commence construction for upgrading the Maple Street Lift Station.
7. When the S.H. Morgan Parkway Lift Station reaches 80% capacity flow point, Bloomingdale will begin design for upgrade to the S.H. Morgan Parkway Lift Station.
8. When, or before, the S.H. Morgan Parkway Lift Station reaches 90% capacity flow point, Bloomingdale will commence construction for upgrading the S.H. Morgan Parkway Lift Station.
9. Any necessary upgrades to the Maple Street Lift Station or S.H. Morgan Parkway Lift Station, as required by this Fifth Amendment, shall be the sole responsibility of Bloomingdale with no contribution from Pooler.
10. At no time during upgrade construction, or otherwise, shall the magnetic flow meters at the Maple Street Lift Station or S.H. Morgan Parkway Lift Station be bypassed.

11. Bloomingdale shall not allow any sewer taps downline of the magnetic flow meters at the Maple Street Lift Station and S.H. Morgan Parkway Lift Station. If any sewer taps are discovered downline from the magnetic flow meter at the Maple Street Lift Station or S.H. Morgan Parkway Lift Station, the tap shall immediately be sealed and re-routed to upline of the magnetic flow meter. Bloomingdale will be solely responsible for any cost of terminating and re-routing improper sewer taps.
12. Governing Law. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.
13. Term of Agreement. This Fifth Amendment shall remain in effect so long as the February 4, 1982 Agreement remains in force and effect (as amended).
14. No Waiver. The failure of either party to this Fifth Amendment to insist upon the performance of any of the terms and conditions of this Fifth Amendment, or the waiver of any breach of any of the terms and conditions of this Fifth Amendment, shall not construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. Effect of Partial Invalidity. The invalidity of any portion of this Fifth Amendment will not and shall not be deemed to affect the validity of any other provisions. In the event that any provision of this Fifth Amendment is held to be invalid, the parties agree that the remaining provision shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

16. Paragraph Headings. The title to the paragraphs of this Fifth Amendment are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provision of this Fifth Amendment.
17. Notice. Any notice provided for or concerning this Fifth Amendment shall be in writing and shall be deemed sufficiently given when sent by certified mail or registered mail if sent to the representative addresses of each party as set forth at the beginning of this Fifth Amendment.
18. Excusable Delay. Neither party to this Fifth Amendment shall be liable to the other for any loss, cost or damage arising out of, or resulting from, any failure to perform in accordance with the terms of this Fifth Amendment where such failure shall be beyond the reasonable control of such party, which, as employed herein, shall be deemed to mean, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental actions, explosions, fire, floods or any other cause not within the reasonable control of such party
19. Conflicts with the Agreement and Prior Amendments. The terms, conditions, and covenants of the February 4, 1982 Agreement (as amended), shall be and remain in full force and effect. In the event provisions of this Fifth Amendment and the February 4, 1982 Agreement (as amended), conflict, this Fifth Amendment shall control.
20. Amendments. This Fifth Amendment may not be amended except by an agreement in writing approved by the respective City Council members and signed by the Mayors of both Bloomingdale and Pooler.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed, under seal, on the date indicated above.

Sworn to and subscribed before me this 7 day of March, 2022.

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires: 3/23/25



CITY OF BLOOMINGDALE

By: [Signature]
Dennis Baxter, Mayor

Attest: [Signature]
Jennifer Scholl, City Clerk

Sworn to and subscribed before me this 8th day of March, 2022.

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires: 8/22/23



CITY OF POOLER

By: [Signature]
Rebecca Benton, Mayor

Attest: [Signature]
Kiley Fusco, City Clerk



**PRIVATIZATION CONTRACT
FOR WATER, WASTEWATER
AND OTHER PUBLICS WORKS SERVICES
FOR THE CITY OF PORT WENTWORTH**

THIS AGREEMENT is made on this 21st day of December 2021, the CITY of Port Wentworth, Georgia (hereinafter "CITY"), whose address for any formal notice is 7724 Ga highway 21, Port Wentworth, GA 31407 and ClearWater Solutions LLC, (hereinafter "CWS") with offices at 2178 Moores Mill Road, Auburn, Alabama 36830.

WHEREAS, Georgia law provides that any public entity may enter into a wastewater facility privatization contract and may make such other agreements and perform such other acts consistent with law, as are determined by the public entity to be necessary or convenient to effectuate the wastewater facility privatization contract; and

WHEREAS, this Agreement for wastewater services (the "Agreement") constitutes a Wastewater Facility Privatization Contract under Georgia law, and the CITY has duly approved the Agreement as required by Georgia law; and

WHEREAS, the CITY declares that the foregoing Water and Wastewater Facility Privatization Contract is in the public interest. CWS declares and warrants that it has the experience in water, sewer, or wastewater reuse utility operations and the ability to provide the services provided herein; and

WHEREAS, the Agreement provides for CWS to operate, maintain, repair, manage, administer the CITY's Facilities; and

WHEREAS, the Agreement provides for CWS to perform certain specified duties and responsibilities for the CITY's Public Services Department.

In Accordance with these declarations, the CITY and CWS agree as follows:

1. GENERAL OBLIGATIONS OF THE PARTIES

- 1.1 Definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2 All grounds, facilities, equipment, and vehicles now owned by CITY or acquired by CITY shall remain property of CITY.
- 1.3 This Agreement shall be governed by and interpreted in accordance with laws of the State of Georgia. Venue for any disputes with respect to this Agreement shall be in the courts in and for Chatham County, Georgia.

1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party; provided, however, that such consent shall not be unreasonably withheld.

1.5 All notices shall be in writing and transmitted by certified mail to the address noted above, in care of the respective party's Authorized Representative. Additionally, notices may be delivered to CWS' authorized representative on site at the Project. All notices shall be deemed effective (i) when delivered personally or (ii) when actually received by the party for which the notice is intended, if the notice is given by electronic mail or in any other manner.

1.6 This Agreement, including all Appendices constitutes the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Whenever used, the term "CITY" shall mean the CITY of Port Wentworth, acting, by and through its CITY Manager. Whenever used the term "CWS" shall mean ClearWater Solutions LLC acting by and through its officers, agents, directors, and employees. The parties agree that each party had equal input into the drafting of this Agreement such that no provision of the Agreement shall be construed strictly against one party as to drafting thereof.

1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1.8 It is understood that the relationship of CWS to CITY is that of independent contractor. The services to be provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated.

1.9 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).

2. CWS' GENERAL OBLIGATIONS

As general obligations, CWS agrees to:

2.1 Provide services to CITY, pursuant to the terms of this Agreement.

2.2 Manage, operate, maintain and assume all responsibilities, obligations, and commitments associated with this Agreement.

2.3 Operate and manage the CITY Water well system, Wastewater Treatment Plant, Lift Stations and perform certain specified duties for the Public Services Department and all associated duties on a 24-hour per day, 7 day per week basis, or as required by the Georgia Environmental Protection Division (GEPD) permit and any other State or federal agencies or

the CITY.

- 2.4 Provide ongoing training and education for appropriate personnel in all necessary areas of modern water and wastewater process control, operations, maintenance, safety, public services, development services, and supervisory skills, with CWS paying for such training and education.
- 2.5 Unless capital recommendations are required to meet regulatory criteria, CWS shall not be relieved of the responsibility to perform if the recommendations made to the CITY by CWS for system improvements are not implemented.
- 2.6 Maintain an employee safety program and an OSHA compliance program in compliance with applicable laws, rules and regulations and make recommendations to CITY regarding the need, if any, for CITY to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to CWS' operations hereunder and federal regulations promulgated pursuant to the Americans with Disabilities Act ("ADA"). Nothing herein shall be construed to place upon CWS a duty to find and report violations of either safety laws or the ADA at the facilities other than reporting the violations to the CITY.
- 2.7 In an emergency affecting the safety of persons or property, CWS may act without written amendment or change order, at CWS' discretion, to attempt to prevent actual or threatened damage, injury or loss.
- 2.8 Prepare operating reports, test results, accountings and all other reports as required by federal and/or State law or regulations (including, but not limited to, those which are required by the Georgia Environmental Protection Department (EPD) and shall submit them to CITY for signature and transmittal to appropriate authorities as so requested. At the time of submission to the CITY, CWS will also provide a certification that the reports, test results or other reporting documents were created in the ordinary course of CWS' business and that they are true and accurate.
- 2.9 Provide all labor for laboratory testing and sampling presently required by system performance portions of the Water Supply permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, State or Local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
- 2.10 Will begin work pursuant to this Contract on January 1, 2022, (the "Contract Commencement Date").
- 2.11 If, during the course of this Agreement, any violation of federal, State or Local ordinance is discovered by CWS to have been made, CWS shall immediately notify the CITY Manager of the purported violation.

3. CWS' SPECIFIC SCOPE OF WORK FOR WATER AND WASTEWATER SERVICES

CWS shall perform the following services with respect to water and wastewater services:

- 3.1 Perform all operation and maintenance of CITY water distribution system, fire hydrants, water tanks, wells and CITY of Savannah metering connections.
- 3.2 Repair leaks on water services and mains. Repairs that exceed the capabilities and capacity of assigned crews can be contracted as a Maintenance and Repair expenditure.
- 3.3 Perform location of water main and service (lateral) lines to the meter.
- 3.4 Assist the CITY for meter reading services. Includes reconciling miss-reads and non-automated meter readings.
- 3.5 As requested by the CITY during billing cycles, conduct re-reads on water meters, shut-off/turn-on requests, new meters, lock outs and disconnects.
- 3.6 Perform compliance sampling and reporting of all permitted CITY water treatment, storage and distribution facilities
- 3.7 Perform all operation & maintenance of CITY wastewater collection, pumping and treatment facilities.
- 3.8 Repair sewer mains and manholes. Repairs that exceed the capabilities and capacity of assigned crews can be contracted as a Maintenance and Repair expenditure.
- 3.9 Perform location of sewer main lines (CITY does not take responsibility for lateral lines).
- 3.10 Perform compliance sampling and reporting of all CITY sewer collection, transportation, and treatment facilities.
- 3.11 Participate and assist in planning any water and wastewater capital improvement program.
- 3.12 Within the design capacity and capability of the Facilities, manage, operate, and maintain the Project so that effluent discharged from the Wastewater Treatment Plant and reclaimed water produced by the Wastewater Treatment Plant meet the requirements of Georgia DNR. CWS may alter the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without CITY's written approval.
- 3.13 Manage, operate, inspect, and maintain, in compliance with accepted industry standards and in compliance with all applicable Local, State and federal laws, rules, regulations, statutes,

permits, standards, and ordinances, the wastewater pumping stations and related equipment. Facility grounds shall be properly maintained, with grounds regularly mowed, and overall appearance continually kept in good condition.

3.14 Within 90 days of the end of the first year of the Term, and for each year thereafter, CWS shall provide the CITY with an evaluation of the performance, efficiency and maintenance of the Agreement. CWS will prepare the report at no cost to the CITY and the CITY shall maintain the right to have the report reviewed by a third party at the CITY's sole expense.

3.15 Provide and document all Maintenance for the Project. The CITY shall have the right to inspect these records during normal business hours. Maintenance program will include documentation of critical spare parts inventory.

3.16 Provide and document all Repairs, Chemical, Laboratory Services, and Sludge Disposal costs for the Project.

3.17 Provide CITY with an accounting of the Annual Limit Accounts for Repairs, Chemicals, Laboratory Services, Sludge Disposal, and any Additional Services and/or Capital Projects on a monthly basis. CWS will provide CITY with a detailed invoice of Repairs, Chemicals, Laboratory Services, Sludge Disposal, Additional Services and Capital Projects, including all costs over the corresponding allowances. The amounts invoiced for Chemicals, Laboratory Services and Sludge Disposal shall not include any labor costs for CWS' staff assigned to the Project nor any mark-up. Amounts invoiced for Repairs and Additional Services and/or Capital Projects will be subject to mark up.

3.18 Rebate CITY the remaining balance, of the Repairs, Chemicals, Laboratory Services and Sludge Disposal annual cost allowances, to the extent actual annual costs for such items are less than the Annual Limit Account in any year of this Agreement. The CITY will pay or reimburse CWS for any costs incurred by CWS in excess of the Annual Limit Accounts, with CITY's prior written authorization.

3.19 Pay all Cost(s) incurred in normal Project operations, including the Maintenance and Repair of all Project equipment and facilities. The first Five Thousand Dollars (\$5,000.00) of all Maintenance and/or Repairs will be paid by CWS from the Repairs annual cost allowance. CWS shall submit a Maintenance and/or Repairs recommendation request to CITY for any item in excess of Five Thousand Dollars (\$5,000.00) in writing and shall proceed only upon the written approval of the City Manager. In any emergency affecting the safety of persons or property, CWS may act without written amendment or change order, at CWS' discretion, to prevent damage, injury or loss. Approval may be in verbal form should the request be deemed an emergency repair/replacement necessary to comply with the Wastewater Facility Permit or to control conditions that would have an adverse impact to the general public's health, safety and welfare followed by a written approval of the City Manager.

- 3.20 Provide a list of capital needs along with cost estimates for the Wastewater Treatment Facility and Lift stations each year prior to June 1.
- 3.21 Staff the Project with employees who have met the licensing and certification requirements of the State of Georgia, as applicable. CWS shall provide ongoing training and education for appropriate personnel in all necessary areas of modern wastewater process control, operations, maintenance, safety, management, and supervisory skills. Furthermore, CWS covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the State of Georgia Statutes, as it relates to work performed under this Agreement and agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. CWS shall comply with all federal, State, and Local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race color, religion, sex, or natural origin in the performance of work under this Agreement. CWS shall ensure that all personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks and shall provide the necessary training for its personnel assigned to the project in the areas of operations, maintenance, safety, laboratory, energy management and other similar areas. CWS shall notify and obtain approval from the CITY of any change or substitution to CWS' key personnel before said changes can become effective.
- 3.22 Prepare all Domestic Wastewater Facility Permit reports related to services provided in and under this Agreement, and submit these to the City Manager for certification and transmittal to appropriate agencies.
- 3.23 Provide for the disposal of screenings, grit, sludge and scum to the existing approved disposal sites or other sites as may be acquired and approved through applicable regulatory agencies.
- 3.24 Perform and/or provide all laboratory testing and sampling required by the Domestic Wastewater Facility Permit related to services provided in and under this Agreement. CWS shall provide all monitoring for the CITY Water Well(s).
- 3.25 Provide a physical inventory of CITY vehicles and equipment that are being used at the Project and a general statement as to the condition of each vehicle and piece of equipment within forty-five (45) days after the beginning of each contract year.
- 3.26 Provide twenty-four (24) hour per day access to the Project for CITY personnel. Visits may be made at any time by any of CITY's employees, consultants or contractors so designated by CITY. Keys or transmitters for Project shall be provided to the CITY by CWS. All visitors to the Project shall comply with CWS' operating and safety procedures.
- 3.27 Perform Additional Services and/or implement Capital Projects that are incidental to the Scope of Services as directed by CITY. Such Additional Services and Capital Projects will be negotiated and agreed to in writing.

3.28 Operate the facilities in a manner such that odor and noise shall be controlled within the design capacity and parameters of the facilities.

3.29 Maintain all Project warranties, guaranties and licenses that have been granted to CITY on new equipment purchased by CITY for use as part of the Project and assist CITY in enforcing equipment warranties and guarantees. CWS shall provide CITY with full documentation that preventative maintenance is being performed on CITY owned equipment in accordance with manufacturers' recommendations at intervals and in sufficient detail as may be determined by CITY. This maintenance program shall include documentation of corrective and preventative maintenance and a spare parts inventory.

3.30 Staff the project 7 days a week, in accordance with the Domestic Wastewater Facility Permit, along with night and weekend work as necessary. CWS personnel shall be available on call twenty-four (24) hours per day, seven (7) days per week to respond to emergencies (i.e. alarms, complaints, equipment failures, etc.). Except as provided above, emergency labor provided for call outs not related to the facilities will be documented by CWS and a detailed invoice will be submitted to the City Manager for reimbursement at a rate of actual cost per hour.

3.31 Provide a full time, on-site Project Manager. The assigned Project Manager shall be mutually agreed to by CITY and CWS. The Project Manager shall initially be Robert Drewry.

3.32 If requested by the CITY Representative and agreed to by CWS, CWS shall purchase Consumables and Fixtures (defined below) as agent of the CITY in connection with the operation, management, maintenance and improvement of the CITY's Facilities as provided below:

- A. Fixtures and Consumables. For the purposes of this Section, the term "Fixtures" shall include equipment, machinery, spare parts and other improvements which are integrated in or become fixtures of the Facilities. The term "Consumables" shall include chemicals and other items that are used in connection with the operation of the Facilities.
- B. Authority. CWS is authorized by the CITY to act as its agent for purposes of purchasing Fixtures and Consumables for the sole ownership, use and benefit of the CITY in the operation, management; maintenance and improvement of the Facilities. CWS is authorized and directed to purchase, as agent for the CITY, such Fixtures and Consumables as may be necessary or helpful in the operation of the Facilities. The existence of the above agency relationship shall be disclosed to vendors, suppliers and other providers of such Fixtures and Consumables to the extent required effectuating the purposes of this agency. CWS and the CITY shall work together to take any actions required to accomplish the objectives of this paragraph.

- C. Direction, Supervision, Control. The CITY shall have the right and authority to approve proposed purchases of Fixtures and/or Consumables in the name of the CITY and CWS shall periodically report to the CITY, as may be reasonably requested or required under the Agreement, regarding the Fixtures and Consumables purchased under the above authority. Fixtures and Consumables shall only be purchased and used for the sole ownership, use and benefit of the CITY in the operation, management, maintenance and improvement of the Facilities.
- D. Title. Notwithstanding anything to the contrary contained herein, all right title and interest in and to the purchased Fixtures and Consumables shall be held by and pass directly to the CITY.
- E. Reimbursement. The CITY shall reimburse CWS for all costs and expenses incurred by CWS in connection with the purchase of Fixtures and Consumables as agent for the CITY in accordance with the terms of this Agreement,
- F. Taxes. Notwithstanding anything to the contrary contained herein the Parties intend that all purchases of Fixtures and Consumables that CWS makes as agent for the CITY under the Agreement shall be exempt from Georgia Sales and Use Tax to the greatest extent allowed by law. CWS is authorized and directed to use the CITY's Sales and Use Tax Exemption Certificate(s) in connection with the purchases of Fixtures and Consumables for the CITY, and CWS may present such Sales and Use Tax Exemption Certificate(s) to vendors, suppliers and other providers of such Fixtures and Consumables in connection with such purchases. In the event that sales or use taxes are due and payable on the purchase of any Fixtures or Consumables at the time of purchase or subsequently determined to be due at a later date, the CITY agrees to immediately reimburse CWS for such sales and use taxes if paid by CWS pursuant to this Agreement.

3.33 The intent of the CITY is to have CWS operate, maintain, repair, manage, administer the CITY's Facilities to the full extent allowed by law. The initial scope of services covers the Facilities described in Appendix B. The CITY shall have the right to amend Appendix B at its discretion to add to the list of Facilities covered by the Agreement and the services provided by CWS and in such event, the parties will negotiate an appropriate change to the Base Fee by mutual agreement.

3.34 CWS' Authorized Representative shall be Robert Drewry.

3.35 CWS shall consider, if requested by the CITY, to assist the CITY with the providing of equipment and services, if acceptable to CWS.

3.36 Coordination with Chatham County during mosquito season for mosquito control as

needed.

3.37 Assist in Emergency Operations for road closures/detours during excessive winds/rain events, tornadoes, flooding, sink holes, downed trees, etc.

4. CWS SCOPE OF SERVICES - PUBLIC WORKS DEPARTMENT

4.1 Public Services shall include the performance of general and routine maintenance of CITY streets and storm drain infrastructure as follows:

4.2 Repair CITY storm drain piping, inlets and catch basins. Repairs that exceed the capabilities and capacity of assigned crews can be contracted as a Maintenance and Repair expenditure.

4.3 Replace street signs and posts with standard metal reflective signs and metal posts in (Does not include State Route system) in accordance with the Manual for Uniform Traffic and Control Devices (MUTCD).

4.4 Install new street signs and posts when requested by the CITY in accordance with the MUTCD.

4.5 Maintain by dredging ditches within CITY rights-of-way.

4.6 Pressure jetting of driveway culverts, storm inlets and short spans of storm pipe to remove sediment accumulation.

4.7 Cut grass of road shoulders and in ditches within CITY rights-of-way (Does not include State Route system unless included within this scope). Herbicide application in ditches acceptable except adjacent to residential homes.

4.8 Patch potholes in CITY streets and repair or replace hazardous sidewalks.

4.9 The removal of dead animal carcasses on CITY streets.

4.10 Repair concrete & asphalt pavement due to water or sewer repairs. Repairs that exceed the capabilities and capacity of assigned crews can be contracted as Maintenance and Repair expenditure.

4.11 The trimming of trees and brush that are up to 13-feet in height and 4-inches in caliper for roadway safety and sight distance requirements.

4.12 Participate and assist in planning the CITY's 5-year Capital Improvement Program for public works vehicles and equipment, roads and storm water.

5. CITY'S DUTIES AND OBLIGATIONS

The CITY shall:

- 5.1 Fund, subject to CITY approving the Capital Expenditure Budget to include funding of the item for fiscal year, all Capital Expenditures or grant approval for CWS to make reimbursable Capital Expenditures at cost with markup as provided herein, such costs to be reimbursed to CWS within sixty (60) days. Any loss, damage, or injury resulting from CITY's failure to provide capital improvements when reasonably requested by CWS, shall be the sole responsibility of CITY if, pursuant to industry standards, the requested capital improvement was necessary.
- 5.2 Provide approval for CWS to perform Repairs, provide Additional Services, fund Capital Expenditures and/or implement Capital Projects. Any loss, damage, or injury resulting from CITY's failure to provide capital improvements when reasonably requested by CWS, shall be the sole responsibility of CITY if, pursuant to industry standards, the requested capital improvement was necessary.
- 5.3 Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to CITY.
- 5.4 Provide CWS within a reasonable time after request any piece of CITY's heavy equipment that is available so that CWS may discharge its obligations under this Agreement in the most cost effective manner. Availability of equipment will be subject to the CITY's reasonable discretion. Provision of such equipment shall be made without cost to CWS, with the exception of costs to repair damage done at the fault of CWS.
- 5.5 Provide all licenses for CITY vehicles used in connection with the Project.
- 5.6 Provide for CWS' use all CITY vehicles and equipment currently in use at the Project.
- 5.7 Pay all electric costs associated with the operation of the Project, except for provisions outlined in Sections 6.6 and 6.7 at the Wastewater Treatment Facility.
- 5.8 CITY's authorized representative and point of contact shall be the City Manager.

6. COMPENSATION

- 6.1 Beginning on January 1, 2022 to December 31, 2024, CITY shall pay CWS as compensation for services under this Agreement a Base Fee of \$ 148,719.76 per month.
- 6.2 CWS's compensation under this Agreement for year one (I) of this contract shall consist of an Annual Fee of \$1,784,637.17 annually or \$148,719.76 monthly. The annual fee covers all items listed herein.

6.3 CWS and the City will negotiate an increase/decrease to the annual fee three (3) months before the anniversary date of each year. If at any time the CWS and the City should not agree on an increase/decrease to the annual fee, then the basis for increase/decrease shall be the current CPI/ECI, All Urban Users, and Southern District. Appendix D.

6.4 The Maintenance and Repair Limit included in the Annual Fee is Three Hundred Thousand Dollars, (\$300,000.00).

6.5 If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit of Three Hundred Thousand Dollars (\$300,000.00) for any Agreement year, CWS will rebate the entire difference to the City. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, the City will pay the excess to CWS. CWS will notify the City when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit.

6.6. Included in the annual fee is One Hundred Fifty-Five Thousand Dollars (\$155,000) for electrical expenses at the wastewater treatment facility. If actual Electrical expenditures for the facility are less than One Hundred and Fifty-Five Thousand Dollars (\$155,000.00) for any Agreement year, CWS will rebate 50% of savings to the City.

6.7 The parties agree to negotiate the Maintenance and Repair Limit and Electrical Fee each year at least three (3) months prior to the anniversary of this Agreement's commencement date.

6.8 City shall be obligated to make the following payments: One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable by the 15th of the month that services are provided,

6.9 All other compensation to CWS is due upon receipt of CWS's invoice and payable within thirty (30) days. City shall pay interest at an annual rate equal to the prime rate, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

7. INDEMNITY. LIABILITY AND INSURANCE

7.1 CWS shall indemnify CITY and hold it harmless from any claims, damages, fines, fees, expenses, costs or demands by third parties arising from:

- A. CWS' operation, control and maintenance of the Project not in conformance with the terms and conditions of this Agreement;
- B. Any default of CWS under this Agreement;

- C. The negligence of CWS and its agents, contractors or employees or any of them in connection with the operation, control and maintenance of the Project, etc.;
- D. Any damage to the property of CITY, not otherwise covered by insurance as provided herein, or others or injury to any person on or about the Project caused by CWS, its agents, contractors or employees;
- E. Any legal or administrative proceeding related to the entering into this Agreement or the retaining of CWS for actions taken pursuant to this Agreement or in violation or contradiction of State statutes;
- F. Any legal or administrative proceedings occasioned by CWS in which CITY is made a party without CITY's fault; and
- G. All reasonable costs, reasonable attorney's fees and reasonable expenses incurred by CITY in connection with the items indemnified against. CWS shall defend any legal action or proceedings resulting from a claim or demand indemnification against, at its expense, on receipt of proper notice from CITY to do so. Additionally, CWS shall have the exclusive right to select legal counsel to defend the CITY against those claims or demands for which CWS has a legal obligation to indemnify the CITY.

7.2 Subject to the limitations set forth herein, CITY hereby agrees to indemnify CWS for claims brought against CWS for actions related to the operation, maintenance and management of the Project, but only to the extent that the claims are found to result from the negligence of the CITY, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of any third parties, independent contractors, or third party agents of the CITY. Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity. This indemnification shall be limited to only such traditional liabilities for which the CITY could be liable under applicable law.

7.3 Neither party nor their affiliated companies, nor the officers, agents and employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for loss of profits, loss of opportunity, loss of product or loss of use unless such action or claim is the result of gross negligence or willful conduct of the party sought to be held liable. Any protection against liability for losses or damages afforded any individual or entity by these terms or by law shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.

7.4 CWS shall indemnify the CITY for those fines or civil penalties imposed by a regulatory agency for violations that are the result of CWS' negligence or willful misconduct, including violations of the effluent or reclaimed water quality requirements contained in the Project's

Domestic Wastewater Facility Permit. CWS will assist CITY to contest any such fines in administrative proceedings and/or in court prior to any payment by CITY.

7.5 CITY shall be liable for those fines or civil penalties imposed by any regulatory agencies on CITY and/or CWS that are not a result of CWS' negligence or willful misconduct and are directly related to the ownership of the Project.

7.6 Each party shall obtain and maintain insurance coverage in the amounts described herein. Each party shall include the other party as an additional insured on all insurance policies covering the Project (excluding workers compensation) and shall provide the other party with satisfactory proof of insurance.

7.7 To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, CWS' liability for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in this Agreement, shall be limited to, the greater of: (i) general money damages in an amount equal to the amount of any proceeds of insurance received by the CITY or to which CWS is entitled pursuant to any general liability insurance or automobile liability policy required to be maintained by CWS hereunder (without regard to the amount of any deductible which may be applicable under any such general liability or automobile liability policy) with respect to such loss; or (ii) to the extent proceeds of insurance are not recovered or such general liability or automobile insurance is not applicable, a cumulative aggregate over the full initial term lease as is of this agreement of an amount not to exceed \$1,000,000.00; provided, however, in the event payments are made to the CITY pursuant to this Agreement in an amount meeting or exceeding \$1,000,000.00 during the full term of this Agreement, the CITY shall be entitled to terminate this Agreement after allowing CWS thirty (30) days to determine whether to increase the amount of the obligation to the CWS pursuant to this Section in which event the CITY shall not have the right to terminate.

8. TERM, TERMINATION AND DEFAULT

8.1 The initial term of this Agreement shall be Three (3) years, commencing on January 1, 2022, and ending on December 31, 2024. This Agreement may be extended with CITY approval for additional 2-year periods. Any prior Agreement(s) between the parties shall be terminated immediately upon this Agreement becoming effective.

8.2 A party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by CITY for non-payment of CWS' invoices, in which case termination may be immediate by CWS, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

8.3 Upon notice of termination by CITY, CWS will assist CITY in assuming operation of the

Project for a period not to exceed six (6) months from the effective date of termination. If additional cost is incurred by CWS at request of CITY, CITY shall pay CWS such cost in accordance with this Agreement.

8.4 This Agreement shall terminate at such time as CITY may sell, convey or transfer its wastewater treatment plant or system, or a substantial part thereof, to another governmental agency to provide services. CITY shall give CWS as much advance notice as possible prior to any such sale, transfer or conveyance.

9. LABOR DISPUTES AND FORCE MAJEURE

9.1 In the event activities by CITY's employee groups or unions cause a disruption in CWS' ability to perform the Project, CITY, with CWS' assistance, or CWS at its own option, may seek appropriate injunctive court orders. During any such disruption, CWS shall operate the facilities on a best efforts basis until any such disruptions shall cease.


9.2 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation, in addition to any other relief to which it may be entitled.

9.3 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrences beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence.

Both parties indicate their approval of this Agreement by their signatures below and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been taken.

CLEARWATER SOLUTIONS LLC


Date: 12/22/21

By: 
Name: _____

CITY OF PORT WENTWORTH

Date:
12/21/2021

By: 

ATTEST: 

APPENDIX A DEFINITIONS

- A.1 "Additional Services" means services incidental to items included in the annual list of capital needs, services requested by the CITY that are not included in the CWS Scope of Services as routine services, and/or additional routine services in amounts that exceed those contemplated in the Scope of Services. Such Additional Services may include CWS subcontracting work to specialty subcontractors.
- A.2 "Adequate Nutrients" means plant influent nitrogen, phosphorous and iron contents proportional to BODs in the approximate ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts of BOD5•
- A.3 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of CITY's Domestic Wastewater Facility Permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides and herbicides.
- A.4 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000.00); or (2) major repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00); or (3) expenditures that are planned, non-routine, and budgeted by CITY.
- A.5. "Capital Improvement Program" means the Program that is developed by CWS and reviewed annually to implement Capital Projects that will improve the operation of the CITY's Facilities, expand the capacity of the CITY's Facilities, and/or are required by Changes in Law or Uncontrollable Circumstances. The CITY may elect to request that CWS provide and/or perform the items included in the Capital Improvement Program, including Capital Projects, use their own forces, or procure them through other means as provided in this Agreement.
- A.6 "Capital Project" means a capital addition, improvement or upgrade to the System to be performed by CWS which is of a long-term character or effect, such as land, buildings and Equipment, requested by the CITY and agree to by CWS. A Capital Project shall not include maintenance of Equipment or the Facilities unless otherwise noted herein.
- A.7 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles, including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, Maintenance, Repair and outside services.

- A.8 "Domestic Wastewater Facility Permit" means the current State of Georgia Domestic Wastewater Facility Permit number _____ which expires _____ and any subsequent renewals.
- A.9 "Laboratory Services" means the use of a sub-contractor to provide testing of samples.
- A.10 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CWS to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.11 "Project" means all equipment, vehicles, grounds and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of each.
- A.12 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle or facility or some component thereof.
- A.13 "Sludge Disposal" means the removal of sludge from the Wastewater Facility by use of a sub-contractor in compliance with the Domestic Wastewater Facility Permit.
- A.14 "Unforeseen Occurrence" means any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement; including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or government body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes work stoppages, but excluding labor disputes, strikes work slowdowns or work stoppages by employees of CWS; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.
- A.15 "Wastewater Pumping Station,, means the facility to pump sewage from a wet well through a force main to a gravity system or to the Wastewater Treatment Facility. This includes, but not limited to all pumps, electrical components, access hatches, piping from the wet well through the stations valve pit including plug valves and check valves, fencing, landscaping and grounds.

APPENDIX B

B.1 LOCATION OF PROJECT AND LIFT STATIONS

CWS agrees to that the equipment, ground and facilities now existing within the current property boundaries are described as follows:

| Wastewater | # | Water System |
|------------------------------------|-----|--|
| Wastewater Treatment Facility | --- | Well #1 (Appleby Road) |
| Amazon lift station | N/A | Well #2 (Appleby Road) <i>not in service</i> |
| Amberly lift station | 17 | Well #3 (Highway 21) <i>not in service</i> |
| Armadale lift station | 1 | North Water Tower |
| Cherry St. lift station | 14 | South Water Tower |
| Cold Creek Pass lift station | 13 | |
| Coldstream lift station | 2 | |
| Crossgate (Dynacraft) lift station | N/A | |
| Gooseneck lift station | 15 | |
| Jimmy DeLoach lift station | 6 | |
| Horne Place lift station | 5 | |
| Lakeshore lift station | 11 | |
| Lakeside lift station | 12 | |
| Newport lift station | 10 | |
| Pine Forest lift station | 8 | |
| Rideshare lift station | 4 | |
| Saussy Rd lift station | N/A | |
| Waffle House lift station | 3 | |

CWS and CITY agree that CITY shall have the right to amend Section B.1 above, as may be necessary or the CITY may determine to do from time to time, and in such event, the parties will negotiate an appropriate change to the Base Fee by mutual agreement. Any such amendments shall be in writing, signed by both parties, and properly incorporated into this Agreement.

**APPENDIX C
INSURANCE COVERAGE**

CWS shall maintain:

C.1. Statutory workers' compensation for all of CWS' employees at the Project as required by the State of Georgia in amounts not less than One Million Dollars (\$1,000,000.00) in liability for each accident, One Million Dollars (\$1,000,000.00) for each employee per disease, and with not less than One Million Dollars (\$1,000,000.00) policy limit.

Commercial general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily injury and/or property damage.

Commercial Automobile liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limits for bodily injury and/or property damage.

C.2 CITY shall maintain:

Property damage insurance for all property including vehicles and equipment owned by CITY and operated by CWS under this Agreement. Any property, including vehicles, not properly or fully insured being the financial responsibility of CITY.

C.3 Each party's insurer shall provide at least ten (10) days' notice of the cancellation of any policy, including without limitation, workers compensation insurance, it is required to maintain under this Agreement.

APPENDIX D
Base Fee Adjustment Formula

$$ABF = BF \times AF$$

Where:

- BF = Base Fee specified in Article IV.1
- ABF = Adjusted Base Fee
- AF = Adjustment Factor as determined by the formula:

$$AF = \frac{((ECI) .50 + ((CPI).50)}{1}$$

In the event that the base fee is calculated using the base fee formula above then annual increase shall not exceed five percent (5%) nor be less than two percent (2%).

- ECI = The twelve month percent change (from the third quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for All Civilian Workers, and All Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU101000000000A (B,C).
- CPI = The twelve month percent change (from the third quarter of the prior year to the second quarter in the current year) in the Consumer Price Index for the U.S. City Average, All Items, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0.