CHESTER A. ELLIS Chairman

HELEN L. STONE

District 1, Vice Chairman

KENNETH A. ADAMS
District 8, Chairman Pro Tem

MICHAEL A. KAIGLER County Manager

R. JONATHAN HART County Attorney

JANICE E. BOCOOK County Clerk



COUNTY COMMISSIONERS CHATHAM COUNTY, GEORGIA AGENDA

District 2

BOBBY LOCKETT
District 3

PATRICK K. FARRELL
District 4

TANYA MILTON

JEAN BROWN RIVERS

District 5

AARON WHITELY

District 6

DEAN KICKLIGHTER

District 7

September 08, 2023

9:30 AM

Commission Meeting Room 2nd Floor Old Courthouse 124 Bull Street Savannah, Georgia

The Agenda may be accessed on the Internet at http://www.chathamcounty.org

> PRE-MEETING Green Room 9:00 AM

- 1. CALL TO ORDER
- 2. INSPIRATION AND INVOCATION

Pastor Lionel Mamolejo, Central Christian Church

3. PLEDGE OF ALLEGIANCE

Certificate of Appreciation

4. ROLL CALL

5. PROCLAMATIONS AND SPECIAL PRESENTATIONS

- 1. Proclamation recognizing September 17 23, 2023, as Constitution Week in Chatham County. Sheila Burtz, Regent of the Bonaventure Chapter of the National Society of the Daughters of the Revolution, will be present to receive.
- 2. Proclamation recognizing September 18-23, 2023 as SepticSmart Week in Chatham County. Resiliency Coordinator Angela Bliss of the County Engineering Department will be present to accept.
- 3. Proclamation declaring September 15, 2023 as POW/MIA Recognition Day. Joe Mitchler, President of Vietnam Veterans of America Chapter 671, will be present to accept.

- 6. CHAIRMAN'S ITEMS
- 7. COMMISSIONERS' ITEMS

8. TABLED/RECONSIDERED ITEMS

Unless action is contemplated at today's meeting, staff report and file material has not been duplicated in your agenda packet. The files are available from the Clerk.

9. ITEMS FOR INDIVIDUAL ACTION

Unless the Board directs otherwise, adoption of an Action Item will mean approval of the respective County staff report and its recommended action.

- 1. Vote on Board appointments: Appoint Linda B. Cramer to the Land Bank Authority
- 2. Request approval of the following budget amendments and transfers: 1) In the General Fund a) transfer \$2,788 from Merit Contingency to salary accounts in Probate Court's budget. b) appropriate \$950,000 fund balance to increase the EMS operating budget. c) Child Advocate requests \$56,250 transfer from Contingency to salary/benefit accounts to cover expired grant position costs. 2) In the Special Service District transfer \$6,056 from Contingency to the Building Safety operations. 3) In the ARPA Fund transfer funds amongst projects as listed. 4) In the Sales Tax Funds, transfer funds between projects and allocate revenue as listed in the attachment.
- 3. 5721 : Request A Permanent Full Time Position for the Forensic Social Worker at the Child Advocate Office
- 4. Request Board approval to create a full time Grants Administrator position within Strategic Planning.
- 5. Request Board approval of a comprehensive amendment to the annual contract with CorrectHealth Chatham, LLC for inmate medical services at the Chatham County Detention Center to include contract extension through FY25.
- 6. 30% Match Resolution

10. ACTION CALENDAR

The Board can entertain one motion to adopt the below-listed calendar. Such motion would be adoption of staff's recommendation. Any Board Member may choose to pull an item from the calendar and it would be considered separately.

- 1. Approval of the minutes of the regular meeting on August 30, 2023, as distributed.
- 2. Claims vs. Chatham County for the period of August 17, 2023, through August 30, 2023.
- 3. Request Board approval of agreement with Chatham Emergency Services not to exceed \$461,000 for Community Paramedic to support a co-responder unit under the leadership of Chatham County Police Department. (See Item#6037)
- 4. Request Board approval to execute MOU with Coastal Habitat for Humanity in the amount of \$55,000 for the purposes of exploring affordable/income-based housing options in Chatham County. (See ID#6038)
- 5. Request Board execute contract for ARPA Project Consumer Credit Counseling (See Item# 6039)
- 6. Request Board approval to accept the award of a Georgia Outdoor Stewardship Program (GOSP) grant in the amount of \$3,000,000 and approve the Project Agreement with Department of Natural Resources. (NOTE: There is a \$3M match. [District 4.]
- 7. Request Board to approve and affirm an amended and restated lease agreement for Slip 1, the eastern most slip on Hutchinson Island for Marina development.
- 8. Request Board approval to accept the dedicated improvements for County maintenance of Cottonvale Towns subdivision, terminate the twelve-month warranty period and release the financial guarantee. [District 5.]
- 9. Request Board approval for a new beer and wine retail license for 2023. Petitioner: Beau Bledsoe d/b/a Joyners Corner located at 1113 John Carter Rd., Bloomingdale, GA 31302. [District 7.]
- 10. Request Board approval for a new beer, wine and liquor pouring license for 2023. Petitioner: Janine Finn d/b/a LuLu's Chocolate Bar located at 4700 Highway 80 East, Suite E, Savannah, GA 31410. [District 3.]
- 11. Request Board approval for a new beer, wine and liquor pouring license for 2023. Petitioner: Anthony Debreceny d/b/a CQ Portside located at 301 N. Lathrop Avenue, Savannah, GA 31415. [District 3.]
- 12. Request Board approval for a new Sunday Sales license for 2023. Petitioner: Anthony Debreceny d/b/a CQ Portside located at 301 N. Lathrop Avenue, Savannah, GA 31415. [District 3.]
- 13. Request Board approval for a new Sunday Sales license for 2023. Petitioner: David Thorne d/b/a The Bar Bar on Wilmington located at 138 Johnny Mercer Blvd., Savannah GA 31410. [District 4.]
- 14. Request Board approval for a permit to dispense alcoholic beverages for a special event in Chatham County on Saturday, September 09, 2023. Petitioner: Linda

- Brown hosting a 20th Anniversary Celebration to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]
- 15. Request Board approval for a permit to dispense alcoholic beverages (beer, wine and liquor) for a special event in Chatham County on Saturday, October 28, 2023. Petitioner: Bernard Bennett hosting a 40th Birthday Party to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]
- 16. Request Board approval for a Special Event Alcoholic Beverage permit for October 20, 2023. Petitioner: Penelope K. Lightfoot d/b/a Abilities Unlimited, Inc., to be held at Forest City Gun Club, located at 9203 Ferguson Dive, Savannah, Georgia 31406. [District 1.]
- 17. Request Board approval for a permit to dispense alcoholic beverages (beer and liquor) for a special event in Chatham County on Saturday, September 23, 2023. Petitioner: Markisha Pinckney hosting a wedding and wedding reception to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]
- 18. Request Board approval for a permit to dispense alcoholic beverages (beer, wine, and liquor) for a wedding and reception in Chatham County on Saturday, September 30, 2023. Petitioner: Angela Royal hosting a wedding and wedding reception to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]
- 19. Request Board confirmation for a permit to dispense alcoholic beverages for a special event in Chatham County on Saturday, August 19, 2023. Petitioner: Sharon Betterson hosting a 50th Birthday Party to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]
- 20. Request Board approval to award bids as follows: (Please note that purchase thresholds of \$25,000 or more have been enacted: however, contract and change orders of a lesser amount still will appear.)

<u>ITEM</u>	DEPT.	<u>SOURCE</u>	AMOUNT	<u>FUNDING</u>
A. Annual license fees for Marshall & Swift cost data software	Board of Assessor's	Tyler Technologies, Inc. Dallas, TX www.tylertech.com	\$39,847	General Fund/M&O – Board of Assessor's
B. Annual license fee for real estate property research website service	Board of Assessor's	Schnieder Geospatial, LLC Indianapolis, IN www.schneidergis.com	\$27,012	General Fund/M&O – Board of Assessor's

<u>ITEM</u>	DEPT.	SOURCE	AMOUNT	<u>FUNDING</u>
C. Professional engineering services contract for the State Route 204 Corridor Study	Engineering	Vanasse Hangen Brustlin, Inc. (VHB) Atlanta, GA www.vhb.com	\$329,085	SPLOST (2020- 2026) – SR 204 Access
D. Construction contract for the 2023 Pavement Resurfacing Project	Engineering	APAC-Atlantic, Inc. Savannah, GA www.apacatlantic.com	\$5,998,592	•SPLOST (2014-2020) – Roadway Resurfacing •SPLOST (2020-2026) – Roadway Resurfacing •CIP – Public Works •Thunderbolt Reimbursement
E. Purchase a replacement boiler for the Chatham County Detention Center	Sheriff's	Premier Boiler & Combustion, LLC Ringgold, GA www.premierboilerand combustion.com	\$194,985	TBD
F. Board confirmation of emergency procurement of a replacement sewer lift grinder assembly for the Chatham County Detention Center	Sheriff's	JWC Environmental Santa Ana, CA www.jwce.com	\$26,545	General Fund/M&O – Detention Center
G. Purchase of one (1) camera van for the Engineering Department	Fleet Operations	Blackstone Tower Partners, LLLC DBA Draxxon McLeansboro, IL www.draxxon.org	\$422,320	SPLOST (2003- 2008) – Fleet Vehicle Replacement
H. Purchase of replacement public safety and non-public safety radio units for various Chatham County Departments	CEMA	Motorola Solutions, Inc. Chicago, IL www.motorolasolutions.com	\$813,324	Communications – Radio Replacement

<u>ITEM</u>	<u>DEPT.</u>	SOURCE	<u>AMOUNT</u>	<u>FUNDING</u>
I. Replacement public safety radio units for Chatham Emergency Services	СЕМА	Motorola Solutions, Inc. Chicago, IL www.motorolasolutions.com	\$414,824	Communications – Radio Replacement
J. Agreement for a licensed mental health professional to support a co- responder unit under leadership of the Chatham County Police Department	Strategic Planning	Gateway Community Service Board Savannah, GA www.gatewaycsb.org	\$58,005 (Not to exceed)	ARPA – Behavioral Health Unit - CCPD
K. Change Order No.1 to the annual contract to provide janitorial services for ???	Facilities Maintenance and Operations	Tweety B., LLC (MBE) Savannah, GA No Website	TBD	General Fund/M&O – Facilities Maintenance and Operations

11. FIRST READINGS

Proposed changes to ordinances must be read or presented in written form at two meetings held not less than one week apart. A vote on the following listed matters will occur at the next regularly scheduled meeting. On first reading, presentation by MPC staff discussion only by Commissioners will be heard.

Comments, discussion and debate from members of the public will be received only at the meeting at which a vote is to be taken on one of the following listed items.

- 1. The applicant is requesting recommendation for approval by the Chatham County Historic Preservation Commission for the establishment the proposed Isle of Hope Bluff Historic District. CCHPC File Number: HD-0422-000-269. The Chatham County Historic Preservation Commission recommends approval to the County Commission for the establishment of the Isle of Hope Historic District.
- 2. Amendment to Chapter 21: Article XII Fire Protection Service Fee of the Chatham County Code.
- 3. County Ordinance relating to Urban camping and improper use of public places.

September 08, 2023

12. SECOND READINGS

1. Request Board approval to amend the Historic Preservation Ordinance.

13. INFORMATION ITEMS

- 1. Progress report on FY2024 Contingency Accounts General Fund M&O and the Special Service District
- 2. List of Purchasing items between \$2,500 and \$24,999.
- 3. County Manager's Update

RECESS TO EXECUTIVE SESSION - motion required

Executive Session

The Board of Commissioners may adjourn to Executive Session for the purposes that may include litigation, land acquisition, and personnel. As part of Executive Session, the Board may or may not consider quarterly appointments to the following boards:

Motion to recess to Executive Session.

September 08, 2023

14. Action Items

1. Proclamation Recognizing September 18-23 as SepticSmart Week



AGENDA ITEM: 9.2

AGENDA DATE: September 08, 2023

Cor. Di JAl

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Amy Davis, Finance Director

ISSUE:

Request approval of the following budget amendments and transfers: 1) In the General Fund a) transfer \$2,788 from Merit Contingency to salary accounts in Probate Court's budget. b) appropriate \$950,000 fund balance to increase the EMS operating budget. c) Child Advocate requests \$56,250 transfer from Contingency to salary/benefit accounts to cover expired grant position costs. 2) In the Special Service District transfer \$6,056 from Contingency to the Building Safety operations. 3) In the ARPA Fund transfer funds amongst projects as listed. 4) In the Sales Tax Funds, transfer funds between projects and allocate revenue as listed in the attachment.

FACTS AND FINDINGS:

- 1. Probate Court and Human Resources audited current salaries within the Court Clerk classification and identified one permanent employee whose pay was inequitable in light of other employees in the same position. The total cost increase to implement the base wage increase including FICA and pension totals \$2,788. Probate Court is requesting use of Merit contingency funds for this correction. Correspondence attached.
- 2. On August 25, 2023 the Board of Commissioners approved an increase in payments to Chatham Emergency Services for the EMS contract to a monthly payment of \$145,000, up from \$50,000. The contract is effective September 2023 thru August 2024. The increase in the 2024 budget is \$950,000. The Finance Director requests Board approval to appropriate \$950,000 Fund Balance. Correspondence attached.
- 3. The Georgia Office of The Child Advocate (an MOU partner) secured grant funding to employ a much-needed Forensic Social Worker to Chatham County's Child Advocate Office. Grant funding expires on 9/30/23 and the success of Office of Child Advocates relies heavily on the work performed by this Social Worker, which directly benefits the children that this office represents in dependency actions. The Director of the Child Advocates office seeks Board approval to transfer \$56,250 from General Fund Contingency Office of Child the Advocate to fund the Forensic Social Worker position. Correspondence attached.
- 4. Project Management is requesting a \$6,056 transfer from SSD Contingency to Building Safety to cover the costs of computer hardware enhancements to support an Enterprise Licensing and Permitting (formally EnerGov) software upgrade for daily business processing. Correspondence attached
- 5. The Board has previously approved budgets for projects in the ARPA fund. Several projects have competed and remaining funds can be transferred to other projects for further use. Strategic Planning staff seek Board approval to transfer funds between projects as listed in the attachment. Correspondence attached.

6. The County Engineer is requesting transfers between various SPLOST projects as outlined in the attachment I.

BLUEPRINT ALIGNMENT:

Quality of Life – transparency in government.

FUNDING:

Funds are available in the General, Special Service, and American Rescue Plan, and SPLOST Funds.

ALTERNATIVES:

That the Board approve the following:

GENERAL FUND

- 1. Transfer \$2,788 Merit contingency account (1009000 579000) to Probate Salary and benefit accounts (1002450 511100).
- 2. Appropriate \$950,000 Fund Balance to EMS operating (1003600 523900).
- 3. Transfer \$56,250 from Contingency (1009000 579000) to Child Advocates Salary/Benefit accounts (1002620 511100).

SPECIAL SERVICE DISTRICT

1. Transfer \$6,056 from Contingency (2709000 – 579000) to Building Safety operational budget (2707210 – 542400).

AMERICAN RESCUE PLAN ACT

1. In ARPA fund adjust project budgets as outlined below

Project	Description	Revised	Adjustments	Requested
2202092	First Responder Retention Plan	362,000	38,000	400,000
2206030	Mobile Emergency Operations	88,971	-36,480	52,491
2206028	Future COVID Response	443,026	-1,520	441,506

SALES TAX III – FUND 322

1. In fund 322 Sales Tax 3 (1998-2003) adjust project budgets as outlined in the attachment.

SALES TAX V - FUND 324

2. In fund 324 Sales Tax 5 (2008-2014) reimbursements resulted in \$21,712 of revenue to be allocated to projects as outlined in the attachment.

SALES TAX VII – FUND 327

1. In fund 327 Sales Tax 7 (2020-2026) reimbursements resulted in \$162,624 to be allocated to projects, increase funding to projects and establish new projects as listed in the attachment.

POLICY ANALYSIS:

State law grants the Board authority to amend the budget during the year as it deems necessary.

RECOMMENDATION:

That the Board approved Alternative 1.

#A: 9-8-2023 Omnibus

Amy Davis Completed 08/29/2023 7:55 AM

Linda Cramer Pending
Danielle Hillery Pending
Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA DATE: September 08, 2023

TO: Finance Department

FROM: Wendy Williamson, Wendy Williamson

ISSUE:

Salary Adjustment - Probate Court Probate Court correcting pay inequity for staff member based upon recommendations of Human Resources

Probate Court audited current salaries and identified one permanent employee whose pay was inequitable in light of other employees in the same position. Please see attached Pay Analysis and recommendations provided by Human Resources [by Shannon Williams, reviewed by Haley Everett] incorporated herein. [The attached report also addresses an ARPA staff member this salary adjustment is being addressed through a personnel action.]

A corrective increase is recommended from \$40,687.50 to \$\frac{\\$42,955.00}{\}\$ which is 10% above the minimum salary for her position. Probate Court's initial offer to this employee was in error based upon an outdated pay plan. The total cost increase to implement the base wage increase and include FICA and pension would be \$2,787.89. Probate Court is requesting use of Merit contingency funds for this correction.

Employee #11131

Current Inequitable Salary \$40,687.50

Recommended Corrected Salary \$42,955.00

Total cost increase including FICA and pension \$2,787.89

Funding Source: Merit Contingency

Pay Analysis Human Resources 8-21-2023 Re Ashley Ganas and Annie Stewart

Wendy Williamson Completed 08/23/2023 2:24 PM Mark Bucalo Completed 08/23/2023 2:30 PM

funding through Contnigency funds

Linda Cramer Pending
Amy Davis Pending
Mark Bucalo Pending

Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA DATE: September 08, 2023

TO: Finance Department

FROM: Amy Davis, Finance Director

Cor. Di Fle

ISSUE:

Increase the EMS budget \$950,000 for the period September 2023 - August 2024.

On August 25, 2023 the Board of Commissioners approved an increase in payments to Chatham Emergency Services for the EMS contract to a monthly payment of \$145,000, up from \$50,000. The contract is effective September 2023 thru August 2024. The increase in the 2024 budget is \$950,000, which will be taken from the General Fund fund balance.

Amy Davis	Completed	08/25/2023 1:21 PM
Linda Cramer	Completed	08/28/2023 3:56 PM
Amy Davis	Completed	08/25/2023 1:21 PM
Mark Bucalo	Completed	08/29/2023 7:15 AM
Board of Commissioners	Pending	09/08/2023 9:30 AM

From: Tara Jennings

To:

Amy Davis; Mark Bucalo; Estelle Brown
FW: 09.08.23 BOC Mtg Items: adjustments in Recovery Fund project budgets Subject:

Date: Thursday, August 24, 2023 2:34:10 PM

Attachments:

image008.png image009.png

Please include the following budget revisions on the September 8, 2023 BOC agenda. Thanks!

From: Daniela Schukart <dschukart@chathamcounty.org>

Sent: Thursday, August 24, 2023 1:21 PM

To: Tara Jennings <tgjennings@chathamcounty.org>

Subject: 09.08.23 BOC Mtg Items: adjustments in Recovery Fund project budgets

Project Codes	Recovery Fund Projects	Project Budgets BOC APPROVED 08.11.2023	Project Budgets Adjustments POST 08.11.23 BOC MTG FOR APPROVAL	Project Budgets FOR 09.01.23 BOC APPROVAL
2202092	First Responder Retention Plan	362,000	38,000	400,000
2206030	Mobile Emergency Operations	88,971	-36,480	52,491
2206028	Future COVID Response	443,026	-1,520	441,506

- Increase 2202092 by \$38,000 per Linda Cramer 08.24.23 meeting with Tara Jennings and Michael Kaigler; transfer \$38,000 from 2206028
- Decrease 2206030 by \$36,480 due to completion of project; transfer \$36,480 to 2206028
- Decrease 2206028 by \$1,520, due to adjustments above

Daniela Schukart MPIA

Chatham County Strategic Planning

Grants Administrator II 124 Bull Street • Savannah GA 31401

912-652-7951

dschukart@chathamcounty.org

www.chathamcountyga.org

PLEASE DON'T PRINT THIS EMAIL



AGENDA ITEM:

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Kenneth Cail,

Shalonda Smith,

ISSUE:

Request Board approval budget transfer to fund the Forensic Social Worker at the Child Advocate Office.

BACKGROUND:

The "TITLE IV-E LEGAL REPRESENTATION PILOT PROJECT" MOU was entered into on 2/12/2021 between Chatham County and the MOU partners. As a result, the OFFICE OF CHILD ADVOCATES was created for legal representation in Juvenile Court for dependency actions.

The GEORGIA OFFICE OF THE CHILD ADVOCATE (an MOU partner) secured grant funding to employ a much-needed FORENSIC SOCIAL WORKER to the new staff. This grant funding is set to expire on 9/30/23.

The success of OFFICE OF CHILD ADVOCATES relies heavily on the work performed by the Social Worker. This position directly benefits the children that this office represents in dependency actions. A loss of this position would negatively impact the production, efficiency, and success of the O.C.A. thereby greatly reducing the degree of success that it is currently producing.

FACTS AND FINDINGS:

- 1. The grant that funds the FORENSIC SOCIAL WORKER is due to expire on September 30, 2023. The department requests County funds to continue the important work being done for juvenile dependency actions.
- 2. The Child Advocate Office uses the forensic social worker to locate and secure benefits for the atrisk child, provide assistance to the staff attorney in preparing the child and the case for hearings while expediting permanency cases and other dependency issues. The social worker position is invaluable and necessary to the overall success of the office.

BLUEPRINT ALIGNMENT:

Quality of Life- Develop local and regional collaboration among similar organizations to improve the delivery of social services and to expand the continuum of services.

FUNDING:

Funding for the social worker position is currently paid through grant funds that expire on August 31, 2023. The position was not funded in the FY24 budget because of the possibility of a grant extension. A budget transfer from the General Fund Contingency to the Office of Child Advocate Department (1002620) salaries and benefits is requested to cover the cost of the position (\$56,250).

ALTERNATIVES:

- 1. Board approval of a \$56,250 budget transfer from General Fund Contingency to the Office of Child Advocate to fund the Forensic Social Worker position at the Chatham County Office of the Child Advocates.
- 2. Provide other direction.

POLICY ANALYSIS:

It is County policy to seek grant funding for programs which will increase services and efficiency in County government and for its citizens of the County. This position does this exactly with the majority benefactor of the service being children of Chatham County that are found to be deprived.

RECOMMENDATION:

Staff recommends approval of Alternative 1.

QLR executed contract FY23 OCA DFCS

Extended MOU-Child Advocate Office-

Ex. MOU-Child Advocate Office

Funding would begin on 10/01/2023 when the grant expires.



AGENDA DATE: September 08, 2023

TO: Finance Department

FROM: Kelvin Lewis, Program Manager

ISSUE:

Building Safety Computer Equipment Upgrade Business Safety has requested a transfer of \$6,056.00 from SSD contingency for the purchase of computer hardware enhancements to support the Enterprise Licensing and Permitting (formally EnerGov) software upgrade for daily business processing.

Building Safety Monitor US QUOTE 3000160053889.1

CheckScannerPrinter 2023-408184-Y4J3X9

Mark Bucalo Completed 08/29/2023 1:37 PM



AGENDA DATE: September 08, 2023

TO: Finance Department

FROM: Suzanne Cooler, County Engineer



ISSUE:

SPLOST Transfers

BACKGROUND: The Special Purpose Location Option Sales Tax (SPLOST) program is a voter approved sales tax for the development of capital projects throughout Chatham County. State Law allows for budget amendments between projects within one fund to ensure that all projects from the Intergovernmental Agreement or referendum are completed.

FACTS AND FINDINGS:

- 1. In fund 322 Sales Tax 3 (1998-2003). Revise project budgets as follows:
- a. Decrease 3228018 Wilmington Park Canal by \$80,500 to allocate to Louis Mills/Redgate Rahn Dairy Canal project. Project is complete;
- b. Decrease 3228043 Topographic Mapping by \$45,145 to allocate to Louis Mills/Redgate Rahn Dairy Canal project. Project is complete;
- c. Decrease 3228044 Southbridge Drainage by \$62,181 to allocate to Louis Mills/Redgate Rahn Dairy Canal project. Project is complete; and
- d. Increase 3228037 Louis Mills/Redgate/Rahn Dairy Canal by \$187,826 for project construction.
- 2. In fund 324 Sales Tax 5 (2008-2014) Reimbursements resulted in \$21,712 of revenue to be allocated to projects. Close completed projects and allocate funds to other projects. Revise project budgets as follows:
- a. Increase 3245688 Chevis Road Sidewalks by \$21,712 for design and permitting to reflect GDOT reimbursement for project;
- 3. In fund 327 Sales Tax 7 (2020-2026) reimbursements resulted in \$162,624 to be allocated to projects. Also, increase funding on some projects and establish new projects. Revise project budgets as follows:
- a. Decrease 3275950 Reserve for Roads, Streets, Bridges by \$30,000 to allocate to SR204 Access for corridor study;
- b. Decrease 3278950 Stormwater and Drainage Projects Reserve by \$8,000,000 to allocate CSX Diversion for construction;
- c. Increase 327511 Garrard Avenue by \$162,624 to reflect reimbursement; and
- d. Increase 3275115 SR204 Access by \$30,000 for corridor study.
- e. Increase 3278002 CSX Diversion by \$8,000,000 for construction.

BLUEPRINT ALIGNMENT: 1.4.2.4.1 - Create clearer process of use of SPLOST funding in

regards to neighborhood improvements, infrastructure, parks and community centers.

FUNDING: Funds are available in Funds 322, 324, 325 and 327 to accommodate the transfers.

ALTERNATIVES:

- 1. The Board approve the budget amendments for various sales tax funds.
- 2. Board not approve the amendments.

POLICY ANALYSIS: The Board of Commissioners must approve all line item budget changes in the Special Local Option Sales Tax Funds.

RECOMMENDATION: Board approve Alternative #1.

Suzanne Cooler	Completed	08/29/2023 1:38 PM
Amy Davis	Completed	08/29/2023 2:04 PM
Mark Bucalo	Completed	08/29/2023 2:30 PM
Estelle Brown		
Board of Commissioners	Pending	08/25/2023 9:30 AM



AGENDA ITEM: 9.3

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Kenneth Cail,

Shalonda Smith,

ISSUE:

Request Board approval budget transfer to fund the Forensic Social Worker at the Child Advocate Office.

BACKGROUND:

The "TITLE IV-E LEGAL REPRESENTATION PILOT PROJECT" MOU was entered into on 2/12/2021 between Chatham County and the MOU partners. As a result, the OFFICE OF CHILD ADVOCATES was created for legal representation in Juvenile Court for dependency actions.

The GEORGIA OFFICE OF THE CHILD ADVOCATE (an MOU partner) secured grant funding to employ a much-needed FORENSIC SOCIAL WORKER to the new staff. This grant funding is set to expire on 9/30/23.

The success of OFFICE OF CHILD ADVOCATES relies heavily on the work performed by the Social Worker. This position directly benefits the children that this office represents in dependency actions. A loss of this position would negatively impact the production, efficiency, and success of the O.C.A. thereby greatly reducing the degree of success that it is currently producing.

FACTS AND FINDINGS:

- 1. The grant that funds the FORENSIC SOCIAL WORKER is due to expire on September 30, 2023. The department requests County funds to continue the important work being done for juvenile dependency actions.
- 2. The Child Advocate Office uses the forensic social worker to locate and secure benefits for the atrisk child, provide assistance to the staff attorney in preparing the child and the case for hearings while expediting permanency cases and other dependency issues. The social worker position is invaluable and necessary to the overall success of the office.

BLUEPRINT ALIGNMENT:

Quality of Life- Develop local and regional collaboration among similar organizations to improve the delivery of social services and to expand the continuum of services.

FUNDING:

Funding for the social worker position is currently paid through grant funds that expire on August 31, 2023. The position was not funded in the FY24 budget because of the possibility of a grant extension. A budget transfer from the General Fund Contingency to the Office of Child Advocate Department (1002620) salaries and benefits is requested to cover the cost of the position (\$75,000).

ALTERNATIVES:

- 1. Board approval of a \$75,000 budget transfer from General Fund Contingency to the Office of Child Advocate to fund the Forensic Social Worker position at the Chatham County Office of the Child Advocates.
- 2. Provide other direction.

POLICY ANALYSIS:

It is County policy to seek grant funding for programs which will increase services and efficiency in County government and for its citizens of the County. This position does this exactly with the majority benefactor of the service being children of Chatham County that are found to be deprived.

RECOMMENDATION:

Staff recommends approval of Alternative 1.

#B: QLR executed contract FY23 OCA DFCS

#C: Extended MOU-Child Advocate Office-

#D: Ex. MOU-Child Advocate Office

Kenneth Cail	Completed	08/29/2023 1:44 PM
Carolyn Smalls	Completed	08/29/2023 2:07 PM
Michole Jenks	Completed	08/29/2023 1:18 PM
Mark Bucalo	Completed	08/29/2023 1:30 PM
Amy Davis	Completed	08/29/2023 2:09 PM
R. Jonathan Hart	Pending	08/28/2023 4:32 PM
Linda Cramer	Pending	
Danielle Hillery	Pending	
Michael A. Kaigler	Pending	
Board of Commissioners	Pending	09/08/2023 9:30 AM



2 Capitol Square Atlanta, GA 30334 FY2023 – Office of the Child Advocate Division of Family and Children Services – Child Welfare

STATE OF GEORGIA DEPARTMENT OF HUMAN SERVICES CONTRACT

DEPA	KINICINI OF HUMAIN SERVICES
	CONTRACT

This Contract is entered into between the Department of Hun			
	s Division of Family and Children Services (DFCS) hereinafter the		
"Department" or "DHS") Contractor's Name:	Contractor's Address:		
Office of the Child Advocate	7 Martin Luther King Drive, Suite 347		
(hereinafter the "Contractor")	Atlanta, GA US 30334		
Contractor's FEI #: 58-0973190	Contractor's Accounting Year End Date: 06/30		
Contractor's Entity Type: Public	Goriffactor 371000 ariting 1 car Eria Bato. 60766		
on madion of Emily Types in alone			
Department Administrative Information			
DHS Contract #: 42700 – 040 – 0000108008	Sub-Recipient DUNS: NEZSWANM9JR4		
DHS (State) Financials Vendor ID #: 10379	CFDA # (s): 93.643		
NIGP Code(s): 95290 Exempt ☐ Intergovt. 🛛	☐ RFP ☐ RFQ ☐ Sole Source		
Equip. Inv. Locator #: N/A	Total Options to Renew:		
Summary of Contracted Services: The purpose of this contract is	s to provide ongoing support to a children's law office and address		
legal strategies to expedite permanency and other dependency is	ssues.		
Expense Revenue			
Total Obligation: \$99,675.68 Federal: \$99,675.6	o8 State: \$0.00 Match: \$0.00 Other: \$0.00		
Contract Term:			
Initial Contract Start Date: 10-01-2022 Contract Expi	iration Date: 09-30-2023 Contract Fiscal Year: FY 2023		
Authorized Person(s) to Receive Contract Notices for DHS Department of Human Services Division of Family and Children Services Attn: Arleymah Gray 47 Trinity Street Atlanta, GA 30334 404-596-1370 Arleymah.Gray@dhs.ga.gov			
Authorized Person(s) to Receive Contract Notices (Corresponding of the Child Advocate Attn: Jerry Bruce 2 Capitol Square Atlanta, GA 30334 404-656-4200 jbruce@oca.ga.gov	ondence Only) for Contractor:		
Contractor's mailing address for all contract payment check Office of the Child Advocate Attn: Jerry Bruce	cs or remittance advice (EFT only) is:		

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SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

- "Administrative Addendum" means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.
- "Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.
- "Contractor" means the provider(s) of the Services under the Contract.
- "Department" or "DHS" means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.
- "Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.
- "State" means the State of Georgia, the Department, and its Divisions/Offices and any other authorized State entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or Subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION: (104) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(105B) 06/27/18

- A. <u>CONTACT INFORMATION</u>: The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. <u>CHANGE IN CONTRACTOR INFORMATION</u>: In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.

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C. <u>CONTRACT SERVICE DELIVERY SITES</u>: This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

(106A) 03/07/18

- A. <u>NONDISCRIMINATION IN EMPLOYMENT PRACTICES:</u> The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. <u>NONDISCRIMINATION IN SERVICE PRACTICES:</u> The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. <u>COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:</u> The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. <u>CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:</u> The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY:

(107A) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or Subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

PARA #107 INSPECTION OF WORK PERFORMED:

(108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #108 USE OF STATE VEHICLES:

(110B) 03/07/18

Contractor may use State vehicles in the performance of this Contract; provided that, Contractor may not seek or obtain reimbursement from the Department for mileage when State vehicles are employed.

PARA #109 INDEPENDENT CONTRACTOR RELATIONSHIP:

(111) 01/06/16

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In its relationship with the Department and the State and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the State. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

PARA #110 CONFLICT OF INTEREST:

(112A) 03/07/18

The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials or Employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #111 CONTRACT MODIFICATION/ALTERATION:

(113A) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(114) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

<u>PARA #113 TERMINATION:</u> (115) 03/07/18

- A. <u>DUE TO NON-AVAILABILTY OF FUNDS</u>: Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. <u>DUE TO DEFAULT OR FOR CAUSE</u>: This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. <u>FOR CONVENIENCE</u>: This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. <u>IMMEDIATE TERMINATION</u>: Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:

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- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
- (2) Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
- (3) Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
- (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
- (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
- (6) An assignment is made by the Contractor for the benefit of creditors.
- (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
- (8) The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
- (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
- (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

PARA #114 COOPERATION IN TRANSITION OF SERVICES:

(116) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #115 FORCE MAJEURE:

(117) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #116 ACCESS TO RECORDS AND INVESTIGATION:

(118) 04/01/13

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of

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the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.

- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #117 COLLECTION OF AUDIT EXCEPTIONS:

(119A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #118 DEPARTMENT APPROVAL OF SUBCONTRACTS:

(120A) 03/10/22

The decision to subcontract for services called for in this contact requires no prior approval by the Department. However, the Department requires that any subcontract for services specifies in this contract should be written and a copy made available for review upon request by the Department. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor abides by all provisions of the contract and regulations applicable to subcontractors. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement.

PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(121) 03/07/18

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that Subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #120 CONSULTANT/STUDY CONTRACT:

(122) 03/07/18

A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.

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- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #121 PUBLICITY: (125) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #122 DRUG-FREE WORKPLACE:

(127) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #123 PARTIES BOUND: (128) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #124 COOPERATION WITH OTHER CONTRACTORS:

(129) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

PARA #125 CONTRACTOR ACCOUNTING REQUIREMENTS:

(130) 03/07/18

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #126 TIME OF THE ESSENCE:

(131) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

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[***CON1053466 *41 *045444828348141660631160298786459846151779749561*7*32***] Powered by ASC



- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Annex attached and titled Scope of Services attached hereto and incorporated herein.

PARA #127 SEVERABILITY: (133) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #128 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (134A) 03/07/18

- A. Pursuant to 31 U.S.C. § 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Contractor agrees that no Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. Contractor further agrees that in accordance with the Federal Appropriations Act:
 - (1) No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
 - (2) No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. Contractor further agrees that no part of State funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #129 AIDS POLICY: (136) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #130 DEBARMENT: (137) 03/07/18

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In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #131 NON-SMOKING POLICY FOR CHILDREN'S SERVICES:

(138) 03/07/18

The Contractor agrees to comply with the Pro-Children Act of 1994, Public Law 103-227 (codified at 20 U.S.C. §§ 6081-6084), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the Contractor.

PARA #132 ASSIGNMENT AND MERGER:

(139) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

PARA #133 FUNDING: (140) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the State of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

SECTION II TERMS AND CONDITIONS

SECTION II

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201A) 03/07/18

The Department has a need for and desires the services/deliverables described in the Annex titled Scope of Services. The Contractor has represented to the Department its willingness and ability to provide the services/deliverables identified in the Scope of Services. The Contractor agrees to provide the services identified in the Scope of Services.

SECTION III CONTRACT PAYMENT PROVISIONS

SECTION III

The Department will make payments to the Contractor within thirty (30) days of receipt of the required documentation that has been approved by the Department. The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Payment Provisions:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301D) 03/10/16

The total approved budget for this Contract is \$99,675.68. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$99,675.68.

PARA #302 CONTRACT BUDGET ANNEX:

(303A) 03/07/18

- A. The budget attached to this Contract in the Annex titled Payment Provisions is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

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Department of Human Services STRONGER FAMILIES FOR A STRONGER GEORGIA	FY2023 – Office of the Child Advocate Division of Family and Children Services – Child Welfare
Deduction Alternative Cost Sharing or Matching Alternative	Additional Cost Alternative X No Fee or Program Income Authorized
PARA #303 RUDGET LIMITATION:	(30/4) 03/10/16

The line items within the budget or total contract dollars may not be exceeded. Exceeding a line item will be a basis for audit disallowance.

PARA #304 EXPENDITURE REPORT SUBMISSION:

(305A) 03/07/18

The Contractor agrees to submit a quarterly expenditure report not later than the 10th calendar day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract in the Annex titled Payment Provisions.

PARA #305 PROGRAMMATIC/PERFORMANCE AND OTHER REPORTS:

(309A) 04/01/13

The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Reporting Requirements:

The Contractor agrees to submit a quarterly programmatic/performance statistical report not later than the 10th calendar day after the end of each quarter. The report form to be used is attached to this Contract in the Annex titled Reporting Requirements.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS **SECTION IV**

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401) 03/10/22

Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits regardless of whether such Contractor, staff, agents, or subcontractors are deemed state officers or employees under the Georgia Tort Claims Act or otherwise. Contractor understands that the following items specifically apply in this contract but do not exclude any other applicable federal or state laws or requirements.

- Α. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:
 - It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as an Annex, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.
- COMPLIANCE WITH SECURITY MANAGEMENT PROCESS: The Contractor agrees to provide to the DHS Office of B. Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION: The Contractor D. agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor

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certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders

- E. <u>ADVANCE FEDERAL AGENCY APPROVAL OF COST</u>: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance Federal agency approval. It shall be the responsibility of the Department to acquire written Federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance Federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that Federal agency approval has been granted. Department contract budget approval does not constitute previous Federal agency and/or Department approval of costs requiring advance Federal/State agency approval.
- F. The Federal cost principles for determining allowable costs for this Contract are: 2 CFR 200.416 for contracts with State and local governments.
- G. Fair Labor Standards Act of 1938, as amended.
- H. <u>2 CFR §200.331 REQUIREMENTS FOR PASS-THROUGH ENTITIES</u>: Subrecipient Federal Grant Award Information is enclosed as an Annex when Federal funds are the source of the grant award to the subrecipient. Notwithstanding Paragraph 107 of this Contract, this Annex may be updated by the Department from time to time which shall not be considered a contract modification/alteration requiring execution by the parties.
- I. When Federal funds are included in the Contract, Contractor/Subrecipient shall adhere to the Procurement Standards as set forth in 2 CFR § 200.318 through § 200.331.
- J. <u>COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS</u>: Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 et seq. regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the Federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all Federal and State immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in the Annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 et seq. and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- K. <u>CONTRACTOR EMPLOYEE</u> <u>WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</u>: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- L. CFDA AUTHORIZATION AND NUMBER Title I, Child Abuse Prevention and Treatment Act, Section 107, 42 US Code 5106c. (CFDA # 93.643).

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the <u>Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.</u>

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the <u>Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions</u>.

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Contractors expending at least \$25,000 but less than \$100,000 in Federal/State funds during their accounting year agree to prepare unaudited entity-wide financial statements for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the <u>Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions</u>.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):

(403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all Subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1)
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 - (1) Whether or not client's health, safety and welfare are adequately protected;
 - (2) That the response to the situation and event was reasonable and appropriate;
 - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - (4) That Contractor and/or its staff or Subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 SECTION TITLES NOT CONTROLLING:

(404) 03/07/18

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

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PARA #405 ENTIRE UNDERSTANDING:

(405) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V

PARA #501 CONTRACT ANNEX INCLUSION:

(501A) 03/07/18

This Contract includes annexes as listed below, which are hereto attached:

Annex	Α	Scope of Services
Annex	В	Debarment Certification
Annex	С	Payment Provisions
Annex	D	Reporting Requirements
Annex	Ε	Business Associate Agreement
Annex	F	Subrecipient Federal Grant Award Information
Annex	G	Notice Concerning Critical Incident Reporting
Annex	Н	Security and Immigration Compliance Affidavit



SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Office of the Child Advocate

CONTRACTS WITH STATE ENTITIES

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

CONTRACTOR EXECUTION:

Office of the Child Advocate

Name of Contractor

Jerry Bruce (Oct 20, 2022 05:28 EDT)

Signature

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Date signed by Contractor

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Typed name of individual signing

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Title of individual signing

<u>DEPARTMENTAL EXECUTION</u>: Department of Human Services

Deputy Chief of Staff

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Date signed by the Department

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SCOPE OF SERVICES

- I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
 - 1. Provide ongoing guidance and support to a children's law office in Chatham County that consists of three attorneys, one social worker and one legal secretary.
 - a. Participate in the hiring of staff positions in accordance with the Memorandum of Understanding among Chatham County, Chatham County Juvenile Court and OCA.
 - b. Cover compensation costs associated with the social worker position.
 - c. Assist Chatham County in development of protocols to address the multidisciplinary model of representation, conflicts of interest, expectations of children's lawyers in each case, and to identify and reinforce strategies to reduce the time to permanency.
 - d. Work with Chatham County to maintain and monitor a case management system for case documentation and to track key outcomes, such as time to permanency and case plan advocacy.
 - 2. Deliver training to the children's lawyers and staff, as needed, to address legal strategies to expedite permanency and other dependency issues identified through the stakeholder interviews.
 - a. Provide ongoing support, as needed, to children's lawyers as they work their cases.
 - b. Source and hire experts and other litigation support to advance the child's interests and expedite permanency.
 - 3. Evaluate the project team through court observation, case file reviews, and interviews with stakeholders.
 - 4. Develop a project sustainability and evaluation plan.
 - 5. Submit quarterly invoice packet (invoice and programmatic reports, plus any additional required documentation) by the 10th calendar day of each month.
 - 6. Work with DFCS to resolve any questions or problems regarding any service provision under this contract as needed.
- II. The Department will provide the following in accordance with the terms and conditions of the Contract:
 - 1. Monitor the performance of the contractor and provide technical assistance and consultation as needed.
 - 2. Work with the Contractor to resolve any questions or problems regarding any service provision under this contract as needed.
 - 3. Review and approve programmatic reports.
 - 4. Process payment within 30 days of a fully approved invoice packet (invoice, surveys, summaries & other required documentation).



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative	Signature	Date		

INSTRUCTIONS FOR CERTIFICATION

- (1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone 202/245-0729).
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



PAYMENT PROVISIONS

CONTRACT BUDGET / QUARTERLY CUMULATIVE EXPENDITURE REPORT

Contractor: Georgia Office	e of the Child Advocate	e		
Contractor Number: 42700 - 040	- 0000108008			
Contractor's Expenditure/Account	nt #:			
Electronic Funds Transfer? Ye	S(Must have con	mpleted authorization for EFT or	file.) No	
Remit Checks or Remittance Ad	lvice to:	Name: Georgia Off Attn: Jerry Bruce Address: 2 Capito City/State/Zip: Atla		
Туре Ехрепсе	Approved Budget	Prior Cumulative Contract Expenditures	Month of Expenditures for Relmb	Balance of Funds
A. Personal Services	\$63,705.46			
B. Regular Operating	<u> </u>			252
C. Travel	\$2,658.44	100 V 120 V		15
D. Equipment				E4:
E. Facility Costs				100
F. Per Diem/Fees/Contract	\$28,311.78		7	
G. Telecommunications	2			VII
H. Other (Litigation Expenses)	\$5,000.00	-	MAN MAN	-
TOTAL	\$99,675.68			
I, the undersigned, certify that the made for program accomplishmen items:				
repared by:		Approval fo	r Payment	
Contractor's Signature	 3	Signature o	f DHS Approving Authority	
Typed Name and Title		Typed Nam	e and Title	<u>5%</u>
Date Phone	a	Date Appro	ved	

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REPORTING REQUIREMENTS

Progr	ammatic Report
Period	Covered by this Report
DHS Contract #: # [X] Monthly [
TO: Georgia Department of Human Service Division of Family and Children Service Attn: Arleymah Gray 47 Trinity Street Atlanta, GA 30334 Arleymah.Gray@dhs.ga.gov	
	s to include by objective: staff activity, program progress, ssist the Department in program evaluation: (use
	Contractor Project/Program Manager

Date Submitted



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and Office of the Child Advocate (hereinafter referred to as "Contractor") as an annex to Contract No. 42700 – 040 – 0000108008 between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other State and Federal law;

NOW, **THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

- 1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
- 2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - **A.** Use PHI for internal quality control and auditing purposes.
 - **B.** Use or disclose PHI as Required by Law.

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- C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
- 3. Contractor warrants that only individuals designated by title or name on Annex E-1 and Annex E-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
- 4. Contractor warrants that the individuals listed by title on Annex E-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex E-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex E-1 are impermissible.
- 5. Contractor warrants that the individuals listed by name on Annex E-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex E-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex E-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
- 6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
- 7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

Jamila Coleman DHS HIPAA Privacy Officer Office of General Counsel privacy@dhs.ga.gov 404-463-0363

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Christopher Apsey Interim DHS Chief Information Security Officer <u>christopher.apsey@dhs.ga.gov</u> 770-468-9857

B. At Contractor: $\frac{\ddot{0} \text{ "es} \ \dot{p} \text{ "k"}}{\text{(Contact name)}}$ $\frac{\text{ "k"} \text{ "k"} \text{ "k"} \text{ } \pm \text{ "k'} \text{ } \dot{0}^{1} \text{ } \dot{0}^{1} \pm^{a}}{\text{(Contact email address)}}$ $\frac{\dot{1} \ \ddot{0} \ \dot{1} \ \dot{0} \hat{e} \hat{e} \hat{e} \hat{0} \hat{1} \ \hat{1} \ \ddot{0} \ddot{0}}{\text{(Contact phone number)}}$

- **8.** Contractor agrees that it will:
 - A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
 - B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
 - C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
 - **D.** In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex E-1 and Annex E-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
 - E. Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
 - F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.

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- G. Ensure that its agents or Subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or Subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex E-1 or Annex E-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex E-1 or Annex E-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any Subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
 - i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident:
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved:
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

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Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.
- L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the

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security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

- N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by State or Federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by State or Federal law or regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.
- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and

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Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with Subcontractors enable Contractor to meet these deadlines.
- **9**. DHS agrees that it will:
 - A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
 - B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
 - C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
 - D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.
- 10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.
 - **A. Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

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iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.
- 11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
- 12. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.



IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Office of the Child Advocate

BY:	Jerry Bruce (Oct 20, 2022 05:28 EDT)	ѽ¬îðôîðîî
	SIGNATURE	DATE
	Ö» ^{®®} § Þ®«½»	
	PRINTED NAME	
	Ü.®»½¬±®) Ѱ°.½» ±°¬¸» ݸ.¼ ß¼ª±½¬»	
	TITLE*	

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^{*} Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

ANNEX E-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. If this is not applicable please mark the first line below with N/A:

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Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex E-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex E-1 as needed and provide the updated form to DHS Project Leader Contact.

ial

#B: QLR executed contract FY23 OCA DFCS (5721 : Request A Permanent Full Time Position for the Forensic Socal Worker at the Child



ANNEX E-2

Part 1

Please <u>init</u>	ial beside the correct option. Please select only one option.
	Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.
ÖÞ	_Contractor <u>DOES</u> need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and christopher.apsey@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex E-2 as needed and provide the updated form to DHS Project Leader Contact.

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Subrecipient Federal Grant Award Information¹

For each federal grant award associated with this Contract², DHS has identified the CFDA (Catalog of Federal Domestic Assistance) title and number, award name, award number, award year, Common Accounting Number (CAN), the name of the federal awarding agency, and indicated whether the award is for research and development (R&D). This document may be updated by DHS pursuant to Paragraph 401 of the Contract.

CFDA Number	CFDA Title	Award Name	Award Number	Award Year ³	CAN	Federal Awarding Agency	R&D (Indicate Yes or No)
93.643	Children's Justice Grants to States	CJA	2101GACJA1	FY2021	2021,G99CJ21	Administration of Children & Families	
	2						
	645 4.2						

 $^{^{}m 1}$ Consult Budget Officer in Respective DHS Division/Office for assistance in completing this Annex.

² Annex must be completed when the Contractor has been determined to be a Subrecipient.

 $^{^{\}rm 3}$ Award year could be different than, and is not necessarily the same as, the contract year.



> Candice L. Broce Commissioner

Brian P. Kemp Governor



Georgia Department of Human Services

Aging Services | Child Support Services | Family & Children Services

NOTICE CONCERNING CRITICIAL INCIDENT REPORTING

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: http://dhs.georgia.gov, Navigate to "Divisions & Offices",

scroll to "Office of Inspector General" and click "online form".

Address: 2 Peachtree Street, NW, Suite 30.450 Atlanta, Georgia 30303-3142

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SECURITY IMMIGRATION & COMPLIANCE AFFIDAVIT E-VERIFY

Complete as directed. Scan signed document and save pdf as ApplicantAgency_SECIM

Applicant* Office of the Child Advocate Project: Quality Legal Representation Project

*Record full legal name of entity/agency/organization/institution.

SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the Federal Work Authorization Program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

authorization user identification number and date of authorization are as follows.
0973190
Federal Work Authorization User Identification Number
This is a 4 ,5. or 6-digit number, also known as eVerify Company ID. Not Tax ID or SS Number.
06/28/2007
Date of Authorization
This is the date the Company ID# above was issued by the Federal eVerify system.
Georgia Office of the Child Advocate
Name of Contractor
GA Children's Justice Act Program
Name of Program
Name of Program
Georgia Department of Human Services
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Thereby declare direct penalty of penjary and the territorial
Executed on July 12 , 2022 in Alpharetta, GA.
Month and date City
(/ VX ROX PO)
Signature of Antiborized Officer
Signature of Authorized Officer
denifer Carreras
Printed Name and Title of Authorized Officer
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF DULY. 2022.
MICHAEL DOTSON
1/1///AVA VATA Sen
Data Commission Evoires Fullon County
State of Georgia My Comm. Expires Jan. 05, 2025
Expires Jan. 05, 2025

FY2023_CJA_SecurityImmigrantionCompliance

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EXTENSION AGREEMENT AMONG THE GEORGIA OFFICE OF THE CHILD ADVOCATE, CHATHAM COUNTY, AND CHATHAM COUNTY JUVENILE COURT

THIS EXTENSION AGREEMENT (EXTENSION) is effective as of the 12th day of February 2022. This Extension is made and entered into by and among the Georgia Office of the Child Advocate (OCA), Chatham County (the County), and Chatham County Juvenile Court (the Court).

WHEREAS, all parties to this Extension entered into the Memorandum of Understanding dated February 12th, 2021(MOU) that is the basis of the Title IV-E Legal Representation Pilot Project (the Project).

WHEREAS, OCA, the County and the Court wish to extend the MOU and the Project for a period of two years.

NOW, THEREFORE, IN CONSIDERATION of their mutual promises and agreements set forth in this Extension, pursuant to the intergovernmental contract clause of the Georgia Constitution of 1983, Article IX, Section III, Paragraph I, the parties hereto agree as follows:

Period of MOU. The MOU shall continue in force and effect until February 12, 2024. The MOU may be renewed by mutual agreement of the parties in writing, the total length of which shall not exceed the limitation provided in the intergovernmental contract clause of the Georgia Constitution.

OCA, the County and the Court agree that said MOU is hereby modified as shown hereinabove. Except as expressly modified above, said MOU shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the date indicated below their signatures:

THE GEORGIA OFFICE OF THE CHILD ADVOCATE:

JemB	
Jerry Bruce	
Jerry Bruce Director	
3/2/2022	
Date	

CHATHAM COUNTY

Name: Chester A. Ellis

Title: Chairman

March 25, 2002

Date

CHATHAM COUNTY JUVENILE COURT

Name:

Thomas L Cole

Title:

Presiding Judge

March 3, 2022

Date

MEMORANDUM OF UNDERSTANDING AMONG THE GEORGIA OFFICE OF THE CHILD ADVOCATE, CHATHAM COUNTY, AND CHATHAM COUNTY JUVENILE COURT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective this day of February 2021. This MOU is made and entered into by and among the Georgia Office of the Child Advocate (OCA), Chatham County (the County), and Chatham County Juvenile Court (the Court). This MOU is the basis of the Title IV-E Legal Representation Pilot Project (the Project).

WHEREAS, OCA is the state agency that provides independent oversight of persons, organizations, and agencies responsible for providing services to or caring for children who are victims of child abuse and neglect, or whose domestic situation requires intervention by the state.

WHEREAS, OCA was created by for the purpose of assisting, protecting, and restoring the security of children whose well-being is threatened, per O.C.G.A § 15-11-740 et seq. OCA is empowered to establish policies and procedures necessary to accomplish its purpose, and has the right to access all records and files of a child receiving protective services from the state where the child has been placed for care or received treatment per O.C.G.A § 15-11-743(5) and 15-11-744(a)(2). OCA has the authority to contract in the field of juvenile justice as needed to support the work of the advocate per O.C.G.A § 15-742(e).

WHEREAS, the County currently provides attorney and guardian ad litem representation for children appearing in the Court. OCA has budgeted funding to conduct the Project in coordination with the County and the Court to seek partial reimbursement under Title IV-E of the Social Security Act for costs of child and parent representation in dependency and termination of parental rights cases.

WHEREAS, the County wishes to participate in the Project to better address the needs of the Court and the community it serves by improving legal representation in dependency proceedings. OCA wishes to assist the County and the Court in implementing the Project.

WHEREAS, OCA, the County and the Court would like to access Title IV-E funds to partially match County expenditures for representation in dependency proceedings.

WHEREAS, OCA has determined that the County expenditures are partially Title IV-E reimbursable by applying the Title IV-E penetration rate (varies by quarter) and the Title IV-E administrative reimbursement rate of up to 50%.

WHEREAS, OCA is a partner with the County and the Court and recognizes that the goal of permanency for children in foster care is one of the primary outcomes sought by the child welfare system. All parties to this MOU agree that providing trained and competent attorneys and guardians ad litem for children advances the goals of permanency, stability, and substantial justice for children involved in child welfare cases.

STATEMENT OF PURPOSE

NOW, THEREFORE, IN CONSIDERATION of their mutual promises and agreements set forth in this intergovernmental MOU, pursuant to the intergovernmental contract clause of the Georgia Constitution of 1983, Article IX, Section III, Paragraph I, the parties hereto agree as follows:

- 1. Purpose of the MOU. This MOU memorializes the understanding among OCA, the County, and the Court for participation in the Project to seek partial reimbursement for the costs of representation in dependency proceedings, and to study the impact of creating an office with full-time child attorneys and support staff.
- 2. Period of MOU. This MOU shall be effective as of February 12, 2020 and shall continue in force and effect until February 12, 2022. This MOU may be renewed by mutual agreement of the parties in writing, the total length of which shall not exceed the limitation provided in the intergovernmental contract clause of the Georgia Constitution.
- 3. Responsibilities and Acknowledgements.

A. OCA:

- I. Shall provide the County with 90% of the Title IV-E funds reimbursed from the County's expenditures on dependency representation.
- II. Shall provide training and expertise on the Title IV-E reimbursement process to employees designated by the County and to dependency attorneys.
- III. Shall provide legal training and ongoing support of attorneys employed by the County for the Project and shall make such training available to other attorneys representing children in dependency proceedings in the County.
- IV. Shall determine methods to measure outcomes of the Project, in consultation with the County and the Court.

B. The County:

- I. Shall create an office for representation of children in dependency cases, consisting of positions it has already created: 3 attorneys, 1 secretary and 1 specialist position (the Office). These positions may be modified upon agreement of OCA and the County. Attorneys shall have maximum caseloads of 75 dependency cases. This caseload may be evaluated at the end of the first year and may be increased upon agreement of the parties by an addendum to this MOU.
- II. Shall require contract attorneys to submit invoices separating dependency expenses from other representation expenses. This is necessary to ensure that only allowable expenses are submitted for reimbursement. The Office shall submit an invoice that covers attorneys in the Project and expenses.
- III. Shall collect and provide OCA with data on the County's expenditures for representation, as requested by OCA. The County agrees to certify the expenses for purposes of obtaining reimbursement.

- IV. Understands that OCA assumes responsibility during the Project for providing training and ongoing support of child attorneys and guardians ad litem. The County shall require participants in the Project to attend initial and ongoing training provided by OCA. For this role, OCA shall retain 10% of the Title IV-E funds reimbursed.
- V. Shall assist with data collection to evaluate the Project, if needed.

C. The Court:

- I. Shall, as requested by OCA, provide data on cases or access to court files for review for purposes of evaluating the Project.
- II. Shall work with OCA to allow for training of the child attorneys and guardians ad litem at the beginning of the Project, and from time to time, throughout the Project.
- III. Understands that the maximum caseload for attorneys in the Project is 75 (unless increased pursuant to Section 3.B.I.) and shall appoint contract attorneys for the remaining cases and for conflicts.
- IV. Understands that attorneys in the Project will not be permitted to provide representation outside of dependency proceedings.
- V. As part of the Project, shall evaluate the feasibility of assigning contract attorneys to a single courtroom to minimize conflict cases.
- 4. Hiring of Positions for the Project. The parties agree that input from all parties is needed in the hiring process to assure success of the Project. To ensure this input, a committee shall be established with the following members: one appointee from the County, one appointee from OCA, and one appointee from the Court. The committee shall review applications, interview candidates, and submit recommendations to the Director of the Chatham County Misdemeanor Defense Office, or another individual designated by the County. If the Director does not approve a recommendation, the committee shall submit another candidate for consideration.
- 5. Submission of Invoices for Reimbursement. The parties agree that invoices may be submitted for IV-E reimbursement before all positions are filled. Any reimbursements received shall be divided in accordance with Section 3 (90% to the County and 10% to OCA).
- 6. Notice and Liaisons. The parties will coordinate and conduct communications through their respective Liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective Liaisons will be deemed communications and notices from the party. Any party may designate a new Liaison, indefinitely, for a stated time period or for certain designated matters.

For OCA:	For the County:
Rachel Davidson	Lee Smith, County Manager
Director of the Office of the Child Advocate	County Manager's Office
7 Martin Luther King Jr. Drive, Suite 347	124 Bull Street, Suite 220
Atlanta, GA 30334	Savannah, Georgia 31401
Email: rdavidson@oca,ga.gov	Email: leesmith@chathamcounty.org
Phone: 404-656-4200	Phone: 912-652-7869

For the Court:	
Patricia Merritt	
Court Administrator	
197 Carl Griffin Drive	
Savannah, Georgia 31405	
Email: pmerritt@chathamcounty.org	
Phone:912-652-6721	

- 7. **Termination**. This MOU may be terminated by any party upon thirty (30) days written notice. Written notice shall be given to the Liaisons listed in Section 6 above.
- 8. Amendment. This MOU may be amended by mutual agreement of the parties by a writing of equal dignity.
- 9. Cooperation. The parties agree to cooperate with each other in the performance of the agreements under this MOU including each party providing the other party with timely access to information and resources to meet the objectives of this MOU. Further, the parties acknowledge that unforeseen issues may arise during the period of this MOU. The parties agree to work cooperatively to resolve such issues.
- 10. Liability. Each party shall act at its own risk and responsibility. Nothing contained in this MOU shall make, or shall be construed to make OCA, the County, or the Court liable to a third party for the debts or obligations of the other.
- 11. Compliance with Laws. The parties shall perform their obligations hereunder in accordance with all federal, state, and local governmental laws, ordinances, codes, rules, regulations, and licensing agreements now or hereafter in effect, including but not limited to all applicable nondiscrimination and state ethics laws. All such laws and regulations are hereby made part of this MOU.
- 12. Confidentiality. The parties acknowledge that in order to perform their obligations called for in this MOU, it may be necessary to disclose to each other certain information considered to be personal, private or confidential (Confidential Information). This information includes but is not limited to confidential child abuse information protected by O.C.G.A. §§ 49-5-40 and 49-5041, protected health information, and education records. Each party agrees that it will hold in confidence and not disclose to any third party any and all information of the other party, as well as any confidential and protected information regarding a child or family, that it obtains in connection with this MOU and that is confidential or has been designated confidential by the owner of the information or by state or federal law. However, the parties may disclose such Confidential Information to those who have a need to know such Confidential Information in order to allow the parties to comply with this MOU, and who have executed a nondisclosure agreement consistent with provisions hereof.

This obligation of the parties shall not apply, and the receiving party shall have no further obligations, with respect to any Confidential Information to the extent receiving party can demonstrate that such Confidential Information (i) is or becomes (through no improper action

or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this MOU; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party without use of, reference to, or reliance upon the Confidential Information; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction. The obligation of the parties will not restrict a party from making any information available to any of its advisers who have been advised of the confidential nature of such information and agree to maintain its confidentiality.

Such Confidential Information means all documents, computer programs and documentation, reports, financial and other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials obtained by the County, the Court and OCA from each other in the course of performing under this MOU, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or be means now known or later developed. Confidential Information includes without limitation records and information (i) that have been marked as proprietary or confidential; (ii) whose confidential nature have been made known by OCA, the Court or the County or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

- 13. Time of the Essence; Force Majeure. Time is of the essence of this MOU. However, no party shall be liable to another party for any delay or failure of performance of service outside the reasonable control of the affected party or parties, including but not limited to the performance and retention of others for whom there is no employer-employee relationship, technology failures, fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war or the like.
- 14. Execution Electronically or by Facsimile. This MOU may be executed in multiple counterparts, electronically and/or by facsimile, each of which counterpart shall be deemed an original, but all of which shall constitute one and the same MOU so long as the MOU is signed by all parties involved. It is sufficient for one party to sign the MOU and then transmit the MOU, either electronically or by facsimile, to the other party to sign and complete.
- 15. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall a waiver by either party of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.
- 16. Severability; Survivability. If a court strikes any part of this MOU, the remainder shall continue in effect if the substantial purposes of the parties can still be accomplished in fairness to each. The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this MOU.

- 17. Headings. The captions in this MOU are solely for convenience and will not affect the interpretation of any terms of this MOU.
- 18. Georgia Law and Venue. This MOU is a Georgia agreement, and this MOU shall be construed and governed by the laws of the State of Georgia. It will be enforced according to Georgia law without regard to its conflict of laws, rules or any other rules directing referral to foreign law or forums. Any suit on a claim arising from this MOU must be brought in the Superior Court of Fulton County. Nothing herein shall be construed as a waiver of OCA's and the State of Georgia's Eleventh Amendment immunity.
- 19. Entire Agreement. This MOU contains the entire agreement among the parties with regard to its subject matter and supersedes all other prior and contemporaneous statements, agreements, and understandings among the parties regarding its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the date indicated below their signatures:

THE GEORGIA OFFICE OF THE CHILD ADVOCATE
Rall Di
Rachel Davidson
Director
April 21, 2021
Date
CHATHAM COUNTY
Clarken
Name: Chester A. Ellis
Title: Chairman .
Effective Feb. 12, 2021
Date
CHATHAM COUNTY JUVENILE COURT
The ACC
Name: Thomas L. Cole
Name: Thomas L. Cole & Title: Presiding Judge
Effective Feb. 12,2021
Date /

Position #	Effective Date	Description	Status	Job Class	Group/BU	Location	Personnel Status	Org	Object	Min Grade-Step	Max Grade-Step
1003758	01/01/1995	INDIGENT DEF UNIT SP	Α	7300	BWC	2620	FT	1002620	511100	18-000	18-002
1003759		LEGAL SEC II	Α	1124	BWC	2620	FT	1002620	511100	16-000	16-002
1003760	01/01/1995	MISDMNR DEF ATTY II	Α	3115	BWC	2620	FT	1002620	511100	61MD-000	61MD-001
1003761	01/01/1995	MISDMNR DEF ATTY II	Α	3115	BWC	2620	FT	1002620	511100	61MD-000	61MD-000
1003762	01/01/1995	MISDMNR DEF ATTY I	Α	3113	BWC	2620	FT	1002620	511100	60-000	60-001



AGENDA ITEM: 9.4

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Tara Jennings, Strategic Planning Administrator

ISSUE:

Request Board approval to create a full time Grants Administrator position within Strategic Planning.

BACKGROUND:

Under the direction of the Board, the Strategic Planning department was added in 2018 for the primary purpose of implementing the Chatham Community Blueprint. Reviewing grant opportunities with an effort of diversifying funding streams is included as part of the work plan. As a result, grant awards have increased over the past five years and the workload has been impacted.

FACTS AND FINDINGS:

- 1. The Strategic Planning Department serves as a resource for county management by working with and across all departments to create plans with deliverable, measurable objectives and maintains an environment to drive progress in which the county's expressed priorities and desired goals have the highest likelihood of being met. The department utilizes a variety of assessment tools to identify opportunities for community improvement and recommend solutions to critical issues.
- 2. The Strategic Planning Department operates at the request of leadership, providing services and support designed to help plan and implement change, with the intent of improving not only the quality of the county's internal workforce, but also to enhancing community well-being for all Chatham County residents.
- 3. An objective of the department is to Expand, when appropriate, the diversification of funding to support program enhancement and implementation of projects that affect the Chatham Community Blueprint.
- 4. As of December 2018, Chatham County grant awards were at \$4.48 million. In the following two years the grant awards increased to \$10.56 million by December 2022.
- 5. Due to the legislative allocation through COVID-19 Relief and the American Rescue Plan Act, Chatham County grants increased tremendously with \$69.67 million as of December 2021. This year our grant awards are \$46.81 million. Information on active grant awards is attached herein.
- 6. With the array of grant awards, the department has need for staff to assist with program development, execution, and evaluation.
- 7. Management approved a part-time administrative position as part of the FY24 budget, funded by ARPA but the department needs span over multiple grants and project development.

BLUEPRINT ALIGNMENT:

Ensure effective and efficient government services through local and regional collaboration to improve the delivery of services and expand resources for residents of Chatham County.

FUNDING:

FY24 Strategic Planning departmental budget will be revised; increasing the personnel line item while reducing the professional services and per diem expenditure line to ensure balanced budget.

GL #1001520

ALTERNATIVES:

- 1. Approve the creation of a full time Grants Administrator position within Strategic Planning, authorizing revisions within the departmental FY24 operating budget.
- 2. Provide other direction.

POLICY ANALYSIS:

It is consistent with Board policy to approve all new positions and authorize budget revisions.

RECOMMENDATION:

Alternative 1 is recommended.

Tara Jennings	Completed	08/30/2023 5:35 PM
Carolyn Smalls	Pending	
Linda Cramer	Pending	
Danielle Hillery	Pending	
Michael A. Kaigler	Pending	
Board of Commissioners	Pending	09/08/2023 9:30 AM



AGENDA ITEM: 9.5

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Andre Pretorius, Assistant County Attorney

ISSUE:

Request Board approval of a comprehensive amendment to the annual contract with CorrectHealth Chatham, LLC for inmate medical services at the Chatham County Detention Center to include contract extension through FY25.

BACKGROUND:

On August 1, 2018, CorrectHealth Chatham, LLC (herein "CorrectHealth") became the healthcare vendor for Chatham County's Detention Center. In October of 2017, the Board instructed staff to solicit proposals from any available interested provider. Three vendors responded, CorrectHealth was selected. The Board approved execution of the initial contract for service on June 22, 2018.

FACTS AND FINDINGS:

- 1. It is the constitutional duty of the Sheriff of Chatham County to provide adequate healthcare to all detainees in accordance with constitutional and customary medical standards.
- 2. The Board approved execution of the initial contract on June 22, 2018 for one year renewals up to four years with an option to extend for an additional two years.
- 3. The first amendment in fall of 2019, modified CorrectHealth staffing matrix to include one (1) Dental Assistant for 30 hours per week effective October 15, 2019 and stated effective July 25, 2021 the County would pay for three (3) additional mental health staffing resources and converting LPNs to RN's.
- 4. The second amendment, approved by the Board, effective July 1, 2020 outlined the County would pay \$3.99 per inmate, per day, when population was above the 1800 census. In addition, starting July 1, 2021 the County would pay \$4.13 per inmate, per day, when population was above the 1800 census. The Contractor/vendor would credit the County \$4.13 per inmate per day when inmates' counts are below 1400.
- 5. The most recent amendment was signed on November 20, 2020 indicating that the County would pay a lump sum of \$500,000 through COVID Recovery funds (CARES Fund) and effective July 1, 2021 the base compensation would be \$8,700,000, future increases not to exceed 3.5% annually.
- 6. Over the past two years CorrectHealth has faced staffing shortages. The team has completed an assessment of comparable healthcare professionals and found that in order to retain the critical workforce needed to provide adequate care of detainees, hourly wages need to be adjusted.
- 7. CorrectHealth provides monthly and quarterly staffing logs. Information provided by the vendor is verified by a third-party contractor and Chatham County Detention Center staff.

- As such, there is a recommendation to extend the current contract for two additional years inclusive of all noted amendments to date, covering FY24 in the amount of \$10,150,044 and FY25 not to exceed \$10,657,547.
- 8. When staffing levels do not meet the contract requirements outlined in Section 4.4, the County earns credits under the contract which are applied to future payments.
- Staff have worked with the vendor to update language in the contract to be more
 inclusive of the amendments and define more specific details about reporting
 requirements.

BLUEPRINT ALIGNMENT:

Health Goal – Effectively address mental health by increasing access to treatment particularly as it impacts incarcerated individuals. Quality of Life – Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

Funding for the contract is established in the FY24 proposed budget, Detention Center 1003326-521206.

ALTERNATIVES:

- 1. Approve the amended comprehensive contract with CorrectHealth Chatham, LLC for inmate medical services at the Chatham County Detention Center to include contract extension through FY25.
- 2. Provide staff with other direction.

POLICY ANALYSIS:

The Sheriff must provide adequate health care at the detention center. The County must fund the healthcare provided.

RECOMMENDATION:

Approve Alternative No. 1.

#E: Health Care Contract CorrectHealth revised on 06-06-23 tgj

Andre Pretorius	Completed	06/05/2023 2:49 PM
R. Jonathan Hart	Completed	06/05/2023 2:49 PM
Linda Cramer	Completed	06/13/2023 12:31 PM
Danielle Hillery	Completed	06/15/2023 11:25 AM
Michael A. Kaigler	Pending	

Board of Commissioners Pending 09/08/2023 9:30 AM

COMPREHENSIVE AMENDED

SERVICES CONTRACT

BETWEEN

CHATHAM COUNTY, GEORGIA

AND

CorrectHealth Chatham, LLC 3384 Peachtree Road, Suite 700 Atlanta, Georgia 30326 770-692-4750

Comprehensive Amendment to Annual Contract to Provide Inmate Healthcare Services

(Annual Contract)
CONTRACT NO. 17-0109-1

Board of County Commissioners Chatham County Courthouse 124 Bull Street Post Office Box 8161 Savannah, Georgia 31412

COMPREHENSIVE AMENDED

SERVICES CONTRACT

Between

CHATHAM COUNTY, GEORGIA

And

CorrectHealth Chatham, LLC

This Comprehensive Amended Contract is a revised contract to incorporate the amendments made to the original contract and entered into this 22nd day of June, **2018**, by and between the Board of Commissioners of Chatham County, Georgia, hereinafter called the "BOARD" the Chatham County Sheriff's Office, hereinafter called "SHERIFF", and, **CorrectHealth Chatham**, **LLC**, a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR" and/or "CorrectHealth" to incorporate all of the amendments to the previous contracts. This is not a new contract, but a comprehensive amendment to the contract to include all of the amendments that has occurred since the original contract was signed to incorporate them into the original contract. All of the original terms and duties listed in the original contract remain in full effect, including any amendments that are listed herein.

WITNESSETH

WHEREAS, the BOARD desires to engage qualified and experienced PROFESSIONALS TO PROVIDE INMATE HEALTHCARE SERVICES FOR THE CHATHAM COUNTY DETENTION CENTER Contract No. 17-0109-1.

WHEREAS, CorrectHealth has represented to the BOARD that it is experienced and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in a continuation of the original contract, consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR that the BOARD hereby engaged the CorrectHealth, and that CorrectHealth hereby agreed to perform the services in accordance with the requirements set forth in RFP 17-0109-1 and in the previously signed contract with the listed amendments in this comprehensive amendment to the annual Contract to provide Inmate Healthcare Services.

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1. TERM OF SERVICES: The services to be provided by the CONTRACTOR as described in Article IV commenced on 22 June, 2018. THE TERM OF THIS CONTRACT IS NOT ADDING TO THE ORIGINAL TERM WHICH STARTED IN 2018. BUT IS A CONTINUATION OF THE PRIOR CONTRACT AND HAS THE SAME INTIAL TERMS INCLUDED WHICH WERE FOR ONE (1) YEAR WITH RENEWAL OPTIONS FOR FOUR (4) ADDITIONAL ONE YEAR TERMS UPON AGREEMENT OF BOTH PARTIES. As an option the BOARD may approve further extension of this contract, upon negotiation and mutual consent of CONTRACTOR, for two (2) additional one year terms.

SECTION I-2. REQUIREMENT FOR MANDATORY PERFORMANCE: The words "shall," "will" and "must" may be used interchangeably in this Comprehensive Amendment to the Annual Contract; and in any case will indicate a required or mandatory performance by all parties.

SECTION I-3. <u>COUNTY ADMINISTRATION</u>. The administration of this Contract for BOARD shall be the responsibility of the County administrative staff, hereinafter called the "COUNTY". <u>MICHAEL KAIGLER, COUNTY MANAGER, 124 BULL STREET.</u>

<u>SAVANNAH, GA, 31401, (912) 652-7921, mkaigler@chathamcounty.org</u> 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. All parties agree and understand that the Sheriff has responsibility regarding healthcare services at the CCDC. The COUNTY and CONTRACTOR agree that the Sheriff must fulfill his constitutional duties. The Sheriff and his designee shall also be responsible for the proper effectuation of the Sheriff's health care obligation under this contract.

SECTION I-4. COUNTY PROJECT MANAGER'S DUTIES AND AUTHORITY.

The Project Manager is the Chatham County, Georgia staff member primarily responsible to assist in the Sheriff fulfilling his responsibility in providing adequate healthcare at the CCDC. All issues involving healthcare at the CCDC shall be reported to the Sheriff. The Project Manager shall be responsible for forwarding information received from the Sheriff to the COUNTY. The Sheriff will cooperate to ensure that any information or documentation requested by COUNTY will be forthcoming from the CONTRACTOR. CONTRACTOR shall report directly to the Sheriff and said information shall be provided by the Sheriff to the project manager. Any requests for reports shall be made by the Project Manager to the Sheriff and the Sheriff will then request reports from the CONTRACTOR. The CONTRACTOR shall respond within 48 hours, unless a sooner time is specifically requested by the Sheriff. If there are special circumstances requiring additional time, the CONTRACTOR shall immediately report the need for additional time to the Sheriff. The Sheriff may extend the time for CONTRACTOR to respond, which extension shall not be unreasonably withheld.

The parties agree that the CONTRACTOR shall report directly to the Sheriff on all day to day operational matters. The Project Manager may request through the Sheriff, all

correspondence, data, information and reports. The number of copies of such data shall be designated by the 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 Project Manager shall provide any records, correspondence or other documents to the Sheriff, upon his request.

The CONTRACTOR shall meet with the COUNTY and the Sheriff for review of the work as determined by the Sheriff and COUNTY. The services shall be performed in satisfaction of the Sheriff or his designee and in compliance with the contract requirements and terms of the RFP.

The Project Manager, upon request of the Sheriff, 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 equipment necessary to perform the services of this Contract with the exception of medical equipment present at the jail and in addition to the medical carts that the COUNTY shall purchase; CONTRACTOR shall provide all necessary personnel, none of whom shall be employees of, nor have any contractual relationship with COUNTY or the Sheriff. 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 as outlined in RFP 17-0109-1 and shall be authorized or permitted under law to perform such services. All computers, the electronic medical records system and medical distribution carts shall be the property of the County upon execution of this contract. The Contractor shall execute documents required to transfer from the contractor to the County the electronic medical records (EMR) and all medical information within the EMR. The EMR shall be the property of the County and may be used by the Contractor.

The contractor agrees that there are essential staffing positions which require full time equivalent employees to fill those positions and the contractor's staffing will ensure that there will be one nurse, RN, and one nurse, LPN, at all times in receiving and discharge and the infirmary will be staffed with one nurse, RN, and one nurse, LPN, at all times. The contractor agrees that it shall continue to provide Sheriff's Office employees and candidates for employment with physicals.

SECTION I-6. SCHEDULING OF WORK TASKS. The CONTRACTOR shall energetically and expeditiously carry out the required services. While discretion shall be granted to CONTRACTOR, CONTRACTOR shall perform the specific task outlined in RFP#17-0109-1.

SECTION I-7. REVIEW OF WORK IN PROGRESS. Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities required under this contract. CONTRACTOR shall cooperate fully with any review of the services provided and shall ensure that any subcontractor utilized by CONTRACTOR likewise shall fully cooperate

with any review of services rendered or other expenditures of county funds.

SECTION I-8. CHANGES TO THIS CONTRACT. The COUNTY or Sheriff 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 Sheriff, COUNTY and the CONTRACTOR, shall be incorporated in written amendments to this Contract.

SECTION I-9. <u>DELAYS AND EXTENSION OF TIME</u>. Delays or failures to perform the duties outlined in RFP 17-0109-1 are addressed in the performance guarantee sections of this contract. The Contract term of service and/or cost may be extended by Contract modification for such reasonable time as the Sheriff, COUNTY and CONTRACTOR may agree upon in compliance with the County's Purchasing Ordinance and state law.

SECTION I-10. TERMINATION OF CONTRACT FOR CAUSE: If the CONTRACTOR shall fail to fulfill any of its obligations hereunder, COUNTY may, give 60 days' written notice to the CONTRACTOR to terminate the agreement with said CONTRACTOR for such default. If this agreement is so terminated, the CONTRACTOR shall be paid only for work satisfactorily completed. The termination notice will provide the date for the effective date of the termination.

Upon notice to terminate the contract for any reason, CONTRACTOR shall agree to a six month reconciliation period after the date of termination. Additionally, for a period of 60 days subsequent to the termination, CONTRACTOR shall remain in the facility to assist in the orderly transition of care of all detainees. The SHERIFF and County shall determine the scope of services, including staffing and compensation, which shall not exceed the thencurrent contract amount. The SHERIFF and County shall consider the services being provided by the new contractor, in determining CONTRACTOR's services, staffing, and compensation. The Sheriff and County may seek the assistance of a qualified consultant to assist and recommend staffing and scope of services. Further, COUNTY will retain 20 percent of the remaining contract payments to pay any outstanding claims unless sufficient assurances of payment are made by the County Manager. The money retained which is not in dispute shall be released no later than 120 days after the termination of the Contract. Any funds not so disposed of, if any, shall provide by the County in writing to the contractor and the reason for non-disbursement. However, CONTRACTOR agrees to be responsible for any claims that come in after 120 days, provided the payment can be verified and supported. Sheriff shall assist CONTRACTOR in providing information to verify the appropriateness of the bill/payment.

SECTION I-11. TERMINATION OF CONTRACT FOR CONVENIENCE. The COUNTY shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 120 days in advance of its election to do so and by specifying the effective date of such termination. CONTRACTOR shall be paid for services rendered and not in question or dispute through the effective date of such termination.

The CONTRACTOR shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 120 days in advance of its election to do so and by specifying the effective date of such termination. CONTRACTOR shall be paid for services rendered and not in question or dispute through the effective date of such termination.

Upon notice to terminate the contract for any reason, CONTRACTOR shall agree to a six month reconciliation period. Additionally, for a period of 30 days subsequent to the termination, CONTRACTOR shall remain in the facility to assist in the orderly transition of care of all detainees. The SHERIFF and County shall determine the scope of services, including staffing and compensation, which shall not exceed the then-current contract amount. Sheriff and County may seek assistance of a qualified consultant to assist and recommend staffing and scope of services. The SHERIFF shall consider the services being provided by the new contractor, in determining CONTRACTOR's services, staffing, and compensation. Further, COUNTY will retain 20 percent of the remaining contract payments to pay any outstanding claims unless sufficient assurances of payment are made in the by direction of the County Manager. The money retained which is not in dispute shall be released no later than 120 days after the termination of the Contract. Any fund not so disposed of, if any, shall be provided by the County in writing to the contractor the reasons for non-disbursement. However, CONTRACTOR agrees to be responsible for any claims that come in after 120 days, provided the payment can be verified and supported. Sheriff and County shall assist CONTRACTOR in providing information to verify the appropriateness of the bill/payment.

SECTION I-12. 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-13. <u>INDEMNIFICATION</u>. The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the Sheriff's Office and 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, constitutional rights claims, 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 the Sheriff's Office and Chatham County, Georgia, at CONTRACTOR'S 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 the Sheriff's Office and 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.

Upon tender of any claim, notice or lawsuit for defense by COUNTY or Sheriff, then CONTRACTOR shall respond in writing to accept or deny the defense within 15 days of CONTRACTOR's receipt of the tender.

SECTION I-14. <u>COVENANT AGAINST CONTINGENT FEES</u>. The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract.

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

SECTION I-15. PROHIBITED INTERESTS.

- a. <u>Conflict of Interest</u>. 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. <u>Interests of Public Officials</u>. No member, officer, public official 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-16.** <u>SUBCONTRACTING</u>. 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 as an attachment to this contract. CONTRACTOR shall promptly pay all subcontractors for services rendered in accordance with the scope of work in this contract.

SECTION I-17. **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-18. 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 contracts or subcontracts for standard commercial supplies or raw materials.
- **SECTION I-19.** 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-20. PREFERENCE FOR LOCAL LABOR AND PURCHASES. The CONTRACTOR hereby agrees, as part of the consideration to COUNTY for the making of this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent practicable. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor.

SECTION I-21. **AUDITS AND INSPECTIONS**. At any time during normal business hours and as often as the Sheriff and COUNTY may deem necessary, the CONTRACTOR and his

subcontractors shall make available to the COUNTY, Sheriff and/or representatives of the Chatham County Department of Internal Audit or other designee of the County, for examination all of its records with respect to all matters covered by this Contract, with the exception of confidential employee information, including, but not limited to, personal identifiers, addresses, disciplinary matters, health information, financial institution information; matters of litigation or pending litigation, to include attorney client communications or other confidential work product materials; non-Chatham County related information; peer review; internal correspondence. It shall also permit the COUNTY and/or its representatives including but not limited to 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, subject to the above exceptions. All audits, as requested by the COUNTY and the SHERIFF, shall be performed in accordance with generally accepted accounting procedures. If any protected health information may be disclosed during such audit, COUNTY and CONTRACTOR agree to enter into any agreement necessary to comply with federal laws.

SECTION I-22. <u>VERBAL AGREEMENT OR CONVERSATION</u>. 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-23. <u>INDEPENDENT CONTRACTOR</u>. The CONTRACTOR shall perform the services under the original contract and the additional amendments included in this Comprehensive amendment to the Annual Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the original Contract and this Comprehensive Amendment ro the Annual 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-24. <u>NOTICES</u>. 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 mail or Email to the County's Project Manager, <u>MICHAEL KAIGLER, COUNTY MANAGER, 124 BULL STREET,</u>

<u>SAVANNAH, GA, 31401, (912) 652-7921, mkaigler@chathamcounty.org</u> or at such other place or places as may be subsequently designated by written notice to the CONTRACTOR. Any notice provided to the County's Project Manager shall be simultaneously conveyed to the Sheriff of Chatham County.

All written notices, demands and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by mail or E-mail, and addressed as follows: CARLO A. MUSSO, MD, 3384 PEACHTREE ROAD, SUITE 700, ATLANTA, GEORGIA 30326, CARLO.MUSSO@CORRECTHEALTH.ORG, 770-692-4750.

SECTION I-25. INCORPORATION OF TITLE VI PROVISIONS

During the performance of the original contract and this comprehensive amendment to the annual contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR"), agree as follows:

1. Compliance with Regulations

The CONTRACTOR shall comply with the Code of Federal Regulations relative to nondiscrimination in federally-assisted programs, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment In all solicitations either by competitive bidding or negotiations made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Chatham County when applicable, to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to COUNTY, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it or any federal laws that may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The CONTRACTOR shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONTRACTOR shall take such action with respect to any subcontractor or procurement as COUNTY when applicable may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request COUNTY enter into such litigation to protect the interests of the state and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SECTION I-26. <u>CHOICE OF LAW</u>. The original contract and this comprehensive amendment of the annual 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-27. <u>COMPLIANCE WITH LAWS</u>. 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-28. <u>POST-CONTRACT TERM COMPLETION OF WORK</u>. The CONTRACTOR shall be entitled to complete any work assignments issued near the end of the term of this annual contract but which requires additional time for completion beyond the termination date of this contract.

SECTION I-29. ACCURACY OF WORK WARRANTED. The CONTRACTOR hereby warrants the accuracy of the Work completed under the terms of this contract and shall promptly correct any errors and omissions at no additional cost to COUNTY. Acceptance of the Work by COUNTY will not relieve the CONTRACTOR of the responsibility for subsequent correction, at no additional cost to COUNTY, of any errors and omissions for a period of one (1) year after substantial completion of the Work.

At any time during the course of the work as specified in the documents contained or work performed by others based on data secured by the CONTRACTOR under this Contract, including the listed amendments in the Comprehensive Amendment to the Annual contract, the CONTRACTOR shall confer with the COUNTY to correct any errors or omissions made by the CONTRACTOR. The CONTRACTOR shall prepare any reasonable data required by the COUNTY to correct such errors or omissions. The above consultations, clarifications or corrections shall be made without added compensation. The

CONTRACTOR shall give immediate attention to these changes so that there will be a minimum delay to COUNTY.

ARTICLE II

COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. <u>COMPENSATION FOR CONTRACTOR SERVICES</u>. The COUNTY shall pay the CONTRACTOR for his services as follows: <u>AS LISTED ON ATTACHMENT C.</u>

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 the original contract and this Comprehensive Amendment to the Annual Contract.

Any changes to the cost will be directed to the CONTRACTOR by the County Project Manager 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. CONTRACTOR AGREES TO PROVIDE REQUIRED REPORTS TO THE SHERIFF, AS FOLLOWS:

- a) Utilization reports from the Contractors' pharmacy
- b) Quarterly quality improvement (QI) monitoring of medication administration records and physician prescribing reports.
- c) Monthly statistical report which summarizes the health care services provided during the previous month including the number of detainees receiving treatment for Hepatitis C, HIV, and pregnancy.
- d) Staffing report which provides monthly staffing data based on Sheriff's biometric timekeeping as fully outlined in the attachment.
- e) Warrant that at all time during the previous month CONTRACTOR has fully complied with all HIPPA laws, rules and regulations.
- f) Provide copies of all, if any, ante litem or other legal notices received for breach of medical care, as they apply to Chatham County.

Upon completion of the contract for any reason, CONTRACTOR shall agree to a six month reconciliation period. Further, COUNTY will retain 20 percent of the remaining contract payments to pay any outstanding claims unless sufficient assurances of payment are made by the County Manager with concurrence of the Sheriff. The money retained which is not in dispute shall be released no later than 120 days after the termination of the Contract. However, CONTRACTOR agrees to be responsible for any claims that come in after 120

days, provided the payment can be verified and supported. Sheriff shall assist CONTRACTOR in providing information to verify the appropriateness of the bill/payment.

SECTION II-4. General Information that shall appear on a Certificate of Insurance:

- I. Name of Producer (Provider's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and address of the Insured.
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This shall be both Chatham County and the Sheriff of Chatham County, jointly).
- VII. A certification that the policy held is for the benefit of any potential claims pursuant to this contract and this contract alone. This certification shall state that no other facility is covered under this Certificate.

CONTRACTOR shall furnish at its own expense and will maintain in full force and effect at all times during the term of this agreement the following insurance as outlined herein and in the RPF Section 2.21.1:

- A. **General Liability** Insurance with a \$4 million dollars aggregate coverage
- B. **Medical Malpractice** Insurance with coverage of \$1 million dollars per occurrence and a \$4 million dollars aggregate coverage.
- C. Worker's Compensation Insurance as provided or required by the State of Georgia provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$ 500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.

In addition, these SPECIAL REQUIREMENTS are agreed to by CONTRACTOR:

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

- B. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- C. Cancellation/Non-Renewal Notification: Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County. A lapse in coverage shall constitute grounds for contract termination by Chatham County Board of Commissioners.
- D. **Insurer Acceptability:** insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- E. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

SECTION II-5. PERFORMANCE AND PAYMENT BONDS: A performance bond in the amount of 25 % of the first year contract amount shall be provided within fourteen (14) working days after notice of award. If CONTRACTOR is subcontracting any portion of the work, a 100% payment bond must be provided

SECTION II-6. MAINTENANCE OF FINANCIAL RECORDS. The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred, 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

COUNTY RESPONSIBILITIES

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. <u>INFORMATION TO THE CONTRACTOR</u>. The COUNTY will supply the CONTRACTOR with adequate copies of all available data pertaining to the required service, plus full information as to the COUNTY's requirements for the service including any available pertinent data from any other CONTRACTORS performing work that would affect this Project.

The COUNTY and SHERIFF 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 Sheriff 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 in accordance with the rules of the Chatham County Detention Center.

ARTICLE IV

SCOPE OF SERVICES PROVIDED BY THE CONTRACTOR

SECTION IV-1. <u>CONTRACTOR MISSION STATEMENT</u>. 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. The Contractor's mission is to PROVIDE INMATE HEALTHCARE SERVICES AS SPECIFIED IN RFP # 17-0109-1 WHICH IS INCORPORATED HEREIN, IN ITS ENTIRETY BY REFERENCE. CorrectHealth's response to the request for proposal and all representations made by CorrectHealth in their response to the RFP, including their Best and Final Offer are also incorporated into this contract.

SECTION IV-2. DETAILED SCOPE OF SERVICES. The detailed scope of services to be performed by the Contractor are as outlined in RFP 17-0109-1 INMATE HEALTH SERVICES for the Chatham County Detention Center.

Signatures follow on next page:

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Comprehensive Amendment to the Annual contract to provide inmate health services to be signed, sealed and delivered.

ATTEST:	CONTRACTOR: CorrectHealth Chatham, LLC
SIGNATURE:	SIGNATURE:
TITLE:	TITLE:
I attest that the Corporate Seal attached to th Corporation and that the Officer of this Corpo occupy the official position indicated and is do behalf of this Corporation. (CORPORATE SE	ration executing this Document does in fact uly authorized to execute such document on
CHATHAM COUNTY SHERIFF'S OFFICE	CHATHAM COUNTY, GEORGIA:
John T. Wilcher Sheriff of Chatham County Georgia	Chester A. Ellis, Chatham County, Georgia Chairman of the Board of Commissioners ATTEST: JANICE BOCOOK, CLERK
APPROVED AS TO FORM AND LEGALITY	
R. JONATHAN HART, COUNTY ATTORNEY	,
	CONTRACT NO. <u>17-0109-1</u>

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE **DRUG-FREE WORKPLACE**, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

- <u>1.</u> A Drug-Free Workplace will be provided for the employees during the performance of the contract; and;
- <u>2.</u> Each sub-contractor under the direction of the Contractor shall secure the following written certification:

CORRECTHEALTH, CHATHAM, LLC (CONTRACTOR) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **Comprehensive Amended Annual Contract to Inmate Healthcare**Services (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, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR	DATE
NOTARY	DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (V	Ne),Name
Title	, Name of
	Bidder the privilege to provide services on the following re Services for the Chatham County Detention as follows:
discriminated against on the basis of race, c	cicipation in, denied the benefit of or otherwise olor, national origin or gender in connection with e performance of the contract resulting therefrom;
	s Company to provide equal opportunity to all crwise interested with the Company, including those minorities, and women;
made aware of, understands and agrees to ta	wledge and warrant that this Company has been ake affirmative action to provide minority and m practicable opportunities to do business with this
(4) That the promises of non-discrimination throughout the duration of this contract with	on as made and set forth herein shall be continuing a Chatham County;
	on as made and set forth herein shall be and are orporated by reference in the contract which this
discrimination as made and set forth above	tisfactorily discharge any of the promises of non- may constitute a material breach of contract in default and to exercise appropriate remedies he contract.
Signature	Date

ATTACHMENT C COST PROPOSAL, STAFFIING, PERFORMANCE GUARANTEES

CONTRACTOR presented a comprehensive proposal for inmate healthcare services at the Chatham County Detention Center in response to RFP 17-0901-1. This contract provides for an entire medical, mental health, dental and pharmaceutical program at the Chatham County Detention Center including full risk for catastrophic care coverage. CONTRACTOR agrees to provide the services specified in response to RFP 17-0901-1 and its Best and Final Offer in accordance with the Pricing Schedule, Staffing Matrix and Performance Guarantees outlined herein:

4.1 Base pricing includes comprehensive medical services, mental health services, dental services, nursing services, provider services, administrative support services, all pharmaceuticals and healthcare supplies, laboratory and routine radiology services, equipment maintenance, medical waste, medical transport and all requisite insurance coverage to support the healthcare needs of the Chatham County Detention Center. In addition to these services, TeleHealth equipment and services are also included in the base pricing. Pricing data for these services are included in the specific price per month for a base average daily population of 1800 inmates or less.

Effective 07/01/2021, if the average population at the Chatham County Detention Center goes above 1800, CONTRACTOR will charge COUNTY \$4.13 per inmate, per day for those inmates above the census of 1800. In addition, if the average population at the Chatham County Detention Center falls below 1400, CONTRACTOR will credit the COUNTY \$4.13 per inmate, per day for those inmates below the census of 1400.

This per diem is intended to cover additional costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions.

- 4.2 CONTRACTOR will be responsible for all medication costs, including but not limited to psychotropic medication costs. The base proposal price submitted by CONTRACTOR in the Cost Proposal shown below provides for all medications.
- 4.3 CONTRACTOR will be responsible for payment of all catastrophic care costs and expenses associated with the provision of on-site and off-site specialty care provided to the inmates of the Chatham County Detention Center.
 - 4.3.1 In regards to catastrophic care, pre-commitment (before acceptance into pre-booking) injuries that require hospitalization are the responsibility of the arresting agency until they are discharged and accepted at the detention center. CONTRACTOR shall be responsible for costs associated with

healthcare of inmates arrested by the Sheriff's Office as they are considered an inmate the moment they are arrested. Any pre-existing illness or injury will be CONTRACTOR's responsibility after incarceration.

- 4.3.2 Any catastrophic medical care provided to an inmate is the responsibility of CONTRACTOR no matter the number of inmates involved.
- 4.3.3 CONTRACTOR will be responsible for catastrophic medical care for common/contagious disease no matter the number (one or more) of inmates involved.
- 4.4 In order to ensure delivery of quality medical services, CONTRACTOR will be responsible for maintaining staffing levels as outlined in the CorrectHealth Staffing Matrix; any staffing shortages shall be credited back to the COUNTY by the CONTRACTOR:

CorrectHealth Staffing Matrix		
Personnel	FTE	Hrs / Wk
Medical Providers		
Medical Director	1.00	40
Nurse Practitioner	1.10	44
Health Services Administrator	1.00	40
Director of Nursing RN	1.00	40
Education / CQI / Infection Control	1.00	40
Administrative Assistant	1.00	40
Advanced RN (NP) AP H&Ps	2.10	84
RN	11.50	460
LPN	16.70	668
Cert Medical Asst	2.10	84
Health Information Supervisor	1.00	40
Health Information Technician	1.00	40
Mental Health		
Psychiatrist	0.50	20
Mental Health Director/Administrator	1.00	40
Non-licensed Mental Health Case Manager	1.00	40
Psychiatrist / Psychologist - Evenings / Nights	0.25	10
Psychiatric PA / NP	0.75	30
Licensed Professional Counselor	5.80	232
Behavioral Health Specialist	1.00	40
Dental		
Dentist	0.75	30
Dental Hygienist	0.50	20
Dental Assistant	0.75	30
Totals	52.80	2112

4.5 Any additions to the contract that are of a temporary or emergency nature may be added with the approval of the Sheriff and the Chairman of the Chatham County Board of Commissioners as long as the emergency addition is less than 30 days. If the emergency addition is for longer than 30 days, the addition must be approved by the Board of Commissioners.

CorrectHealth Pricing Schedule

YEAR 2023

Annual Base Costs for 1800 ADP	\$ 8,700,000	_yr
Monthly Base Cost for <u>1800</u> ADP	\$ 725,000	mos
Variable per Diem for ADP above 1800	\$ 4.13	per inmate
YEAR 2024		
Annual Base Costs for 1800 ADP	\$ 10,940,268	yr
Monthly Base Cost for <u>1800</u> ADP	\$ 911,689	mos
Variable per Diem for ADP above 1800	\$ 4.13	per inmate
YEAR 2025		
Annual Base Costs for 1800 ADP	\$ 11,487,281	_yr
Monthly Base Cost for <u>1800</u> ADP	\$ 957,273	mos
Variable per Diem for ADP above 1800	\$ 4.13	per inmate

Maximum cap for 2025 increases

(Must be approved, not automatic)

5 %

Performance Guarantees

- 1. Loss of MAG Accreditation shall result in a \$25,000 penalty.
- 2. Loss of NCCHC Accreditation: \$25,000 penalty.
- 3. CONTRACTOR agrees that all positions within the Staffing Matrix are essential to the medical operation of the Detention Center. Failure to maintain the minimum staffing credits as measured by utilizing the Sheriff's biometric timekeeping system and reporting the same to the Sheriff and Project Manager.
 - a. The CONTRACTOR is required to provide coverage for vacant positions within 48 hours of the vacancy.
 - b. The amount of the credit is equivalent to the total salary / wage and benefit cost.
 - c. Staffing requirements are tabulated quarterly, based solely on the biometric data provided to the Sheriff and County Project Manager, unless otherwise agreed upon in writing by the County Manager and shall be applied to the next subsequent invoice.

Attachment D AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of <u>CHATHAM COUNTY</u> has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User	Identification Number
Date of Authorization	
Name of Contractor	
Name of Project	
Name of Public Employer	

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on
Signature of Authorized Officer or Agent
Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,20
NOTARY PUBLIC
My Commission Expires:

D-1

ATTACHMENT E

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification - the above information is true and complete belief.	te to the best of my knowledge and
(Printed or typed Name of Signatory)	
(Signature)	
(Date)	
NOTE: The penalty for making false statements in offers is END OF DOCUMENT Mod. CC P & C 6/2005	prescribed in 18 U.S.C. 1001



AGENDA ITEM: 10.2

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Amy Davis, Finance Director

ISSUE:

Claims vs. Chatham County for the period of August 17, 2023, through August 30, 2023.

STATE OF GEORGIA

COUNTY OF CHATHAM

IN THE COMMISSIONERS COURT IN RE: CLAIMS VS. COUNTY

THE FINANCE DIRECTOR HAS EXAMINED AND APPROVED THE FOLLOWING DISBURSEMENTS AGAINST THE COUNTY FOR THE PERIOD, AUGUST17, 2023 THROUGH AUGUST 30, 2023 AS FOLLOWS:

FUND			AMOUNT
_	_	_	

GENERAL FUND	\$ 1,853,011
CONFISCATED ASSET FUNDS	77,491
STREET LIGHTING	0
EMERGENCY TELEPHONE SYS	31,940
FIRE DISTRICT	0
RESTRICTED COURT FEES	4,256
FISCAL RECOVERY	23,196
EMERGENCY RENT	0
CDBG	0
MULTIPLE GRANT FUND	114,357
CHILD SUPPORT ENFORCEMENT	675
HURRICANE MATTHEW	600
EMERGENCY RENT	0
SPECIAL DISTRICT	295,671

HOTEL MOTEL TAX	0
LAND DISTURBING ACTIVTIES ORDINANCE	175
LAND BANK AUTHORITY	0
CIP FUND	398,553
CAPITAL ASSET REPLACEMENT FUND	1,609
DSA 2020	0
DEBT SERVICE	0
WATER AND SEWER FUND	25,581
SOLID WASTE FUND	37,991
CURBSIDE PICKUP	31,084
PARKING GARAGE FUND	19,962
BUILDING SAFETY &	
REGULATORY	120
FIRE FUND	1,190,381
COMPUTER REPLACEMENT FUND	9,232
RISK MANAGEMENT FUND	205,314
HEALTH INSURANCE FUND	1,414,790
PENSION	154,921
OPEB	29,860
SALES TAX I	10,869
SALES TAX II	0
SALES TAX III	1,495
SALES TAX IV	39,824
SALES TAX V	45,891
SALES TAX VI	670,603
SALES TAX VII	<u>5,297,077</u>
GRAND TOTAL - ALL FUNDS \$	<u>11,986,529</u>

IT IS ORDERED that the Finance Director be and is authorized to pay said claims.

ADOPTED IN OPEN COURT THIS 8TH DAY OF SEPTEMBER 2023

ATTEST:	CHATHAM COUNTY
	BY:
Janice Bocook	Chester A. Ellis
	Chatham County Commission

Amy Davis Pending
Linda Cramer Pending
Danielle Hillery Pending
Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA ITEM: 10.6

AGENDA DATE: September 08, 2023

Doome Co

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Suzanne Cooler, County Engineer

ISSUE:

Request Board approval to accept the award of a Georgia Outdoor Stewardship Program (GOSP) grant in the amount of \$3,000,000 and approve the Project Agreement with Department of Natural Resources. (NOTE: There is a \$3M match. [District 4.]

BACKGROUND:

The Georgia Outdoor Stewardship Program (GOSP) focuses on increasing natural-resource recreation, stewardship, and regional significance. Staff applied for and received approval for the GOSP funds to assist in offsetting costs to acquire land to create a proposed nature reserve and recreational area. The proposed Conservation and Recreational Area will be in the Skidaway Island area which is situated along beautiful tidal creeks and saltwater marsh habitat. Lying alongside Delegal Creek, Little Ogeechee River and Vernon River, the conservation and recreational area would afford Chatham County residents and visitors access to paddle-based recreation launch area, secluded areas for bird watching, and miles of hiking trails through largely undisturbed maritime forest ecosystem dotted with historic landmarks. Funds received through GOSP will be utilized with SPLOST funds to acquire the land, protecting coastal habitat from development, increasing community green space assets, and protecting drinking water recharge zone.

FACTS AND FINDINGS:

- 1. The GOSP funds allow for up to \$3,000,000 to create a natural resource area in Chatham County and increase access to recreational areas while protecting a local drinking water recharge zone. Matching funds of \$3,000,000 are required.
- 2. Coastal habitats are being lost at an alarming rate which impacts species diversity and storm buffering capacity. Purchasing conservation land will allow Chatham County the opportunity to preserve the ecological services afforded by this relatively undeveloped island.
- The conservation land will serve as County-owned property that meets the needs of providing ecological experiences and outdoor opportunities for all to enjoy Georgia's southern coastal ecosystem.

BLUEPRINT ALIGNMENT:

In line with Quality of Life, Goal 2, Strategy 10

FUNDING:

Matching funds will be required at the time of property acquisition and will depend on the actual cost of acquisition. Funds are available in 3257041 Greenspace.

ALTERNATIVES:

- 1. Board accept the Georgia Outdoor Stewardship Program grant for \$3,000,000 and approve the Project Agreement with Georgia Department of Revenue.
- 2. Board not accept the grant or approve the agreement.

POLICY ANALYSIS:

The Board must approve agreements prior to the Chairman's signature.

RECOMMENDATION:

That the Commissioners adopt Alternative No. 1.

#F: GOSP Project Agreement_Chatham County

Suzanne Cooler	Completed	08/29/2023 3:27 PM
Tara Jennings	Completed	08/29/2023 3:33 PM
Robin Panther	Completed	08/29/2023 3:44 PM
Vicki Center	Pending	
R. Jonathan Hart	Pending	
Linda Cramer	Pending	
Danielle Hillery	Pending	
Michael A. Kaigler	Pending	
Board of Commissioners	Pending	09/08/2023 9:30 AM

DEPARTMENT OF NATURAL RESOURCES

GEORGIA OUTDOOR STEWARDSHIP TRUST FUND PROJECT AGREEMENT

Applicant:

Chatham County

Project Number: 46218 426 223

Project Title:

Green Island Nature Reserve and Recreational Area

Project Period:

Date of Approval (defined as the date of signatures on the following page) and *not to exceed* 24 months from the date of approval.

Project Stage Covered by this Agreement:

Entire Project

Project Scope (Description of Project):

This project consists of the acquisition of the property known as <u>Green Island</u> located 15 miles southeast of downtown <u>Savannah</u>, County of <u>Chatham</u>, Georgia by <u>Chatham County</u> to include the following scope:

Chatham County will acquire approximately 410-upland acres of the property known as Green Island just off the southwest side of Skidaway Island.

This +/- 410-acre acquisition shall permanently protect and preserve Green Island in its natural state and shall be made open to the public for passive recreation.

The Property shall, from this date forward, be managed for conservation purposes in accordance with the conservation objective of the Grant and in compliance with the Georgia Outdoor Stewardship Act.

By execution of this Project Agreement, the Applicant agrees to comply with the following regulations, policies, guidelines, and requirements, as applicable to this project:

- 1. Georgia Outdoor Stewardship Program (GOSP) Rule (attached)
- 2. Georgia Outdoor Stewardship Program (GOSP) 2022-2023 Manual
- 3. Project Application and Attachments

(Initial) I have read and understand the Georgia Outdoor Stewardship Program Rule and the 2022-2023 Georgia Outdoor Stewardship Program Manual in their entirety.

Pro	ject	Cost

Total Cost: \$6,034,380.00

GOSP Fund Amount: \$3,000,000.00

(Fund amount not to exceed amount defined in the approved project proposal)

The Department of Natural Resources, represented by the Commissioner of the Department of Natural Resources or his lawfully designated representative, and the Applicant named above hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Georgia Outdoor Stewardship Act, the 2022-2023 GOSP Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

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In witness whereof, the parties have executed this Agreement as of the date entered below.

State of Georgia	Chatham County
By	Ву
(Signature)	(Signature)
Taylor Brown DNR Chief of Grants	(Name)
Divit Chicy of Grants	· ,
Date	
	(Title)



AGENDA ITEM: 10.7

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: R. Jonathan Hart, County Attorney

ISSUE:

Request Board to approve and affirm an amended and restated lease agreement for Slip 1, the eastern most slip on Hutchinson Island for Marina development.

BACKGROUND:

The County is the owner of an underutilized non-functional and un-dredged slip (Slip 1) which is east of the Westin hotel along the Savannah River. The County entered into an original development agreement with Savannah Harbor Partners, LLC (SHP) in April of 2010 and subsequently an amended addendum was entered June 20, 2015. The County has made certain improvements to slip one so that SHP or its sub-lessee could build within slip 1 the marina improvements.

The developer SHP now desires to amend and restate the original and amended lease for the marina project on Hutchinson Island.

FACTS AND FINDINGS:

- 1. The County is the owner of an underutilized non-functional and un-dredged slip (Slip 1) which is east of the Westin hotel along the Savannah River. The County entered into an original development agreement with Savannah Harbor Partners, LLC (SHP) in April 2010 and subsequently an amended addendum was executed in June 20, 2015. The project for the marina includes mixed-use buildings many of which are already under construction. The County with assistance from the State of Georgia has made certain improvements to Slip 1 including dredging so that SHP or its sub-lessee could build the marina improvements.
- 2. The developer SHP desires to amend and restate the original and amended lease for the marina project on Hutchinson Island.
- 3. The project is a public/private development of a public marina facility with ship store and related marina facilities in and around Slip 1. The development should create employment opportunities and provide a destination for vessels and yachts.
- 4. Slip 1 and the area deeded to the County by SHP is approximately 8.249 acres of tidal water bottom and marshlands on Hutchinson Island. (See Exhibit "A")
- 5. The lease is for a term of 50 years. During the period of construction of the marina, the lessee shall pay no ad valorem taxes until construction of the marina is complete. During the first and second years of the lease, the lessee shall pay \$25,000 annually. Beginning

the third year and thereafter, the lessee shall pay \$50,000 annually. In addition to the base rent, rent shall increase 1.5% per year for the remainder of the lease term. The County will receive 3% of the gross profit as defined by the lease. The County will perform a one-time dredging of slip one. Thereafter dredging will be the responsibility of the lessee. The County will bear a repair responsibility for the first two years of the lease. The lessee shall be responsible at all times for the maintenance and upkeep of the actual marina facilities and improvements. This amended and restated lease is to allow for changes in condition that have occurred since the start of this development plan and to have a sufficient long-term lease to allow for permanent financing.

BLUEPRINT ALIGNMENT:

Provide improvement in quality of life for citizens and encourage entrepreneur economic growth and transparency of government.

FUNDING:

The County will not be funding this project save and except the one time obligation to dredge slip which is in process.

ALTERNATIVES:

- 1. Board approve the amended and restated lease agreement for Slip 1 on Hutchinson Island with Savannah Harbor Partners LLC.
- 2. Provide further direction to staff.

POLICY ANALYSIS:

The development of Slip 1 will provide employment opportunities and add a mixed-use development on Hutchinson Island. The project will improve the quality of life of citizens of Chatham County.

RECOMMENDATION:

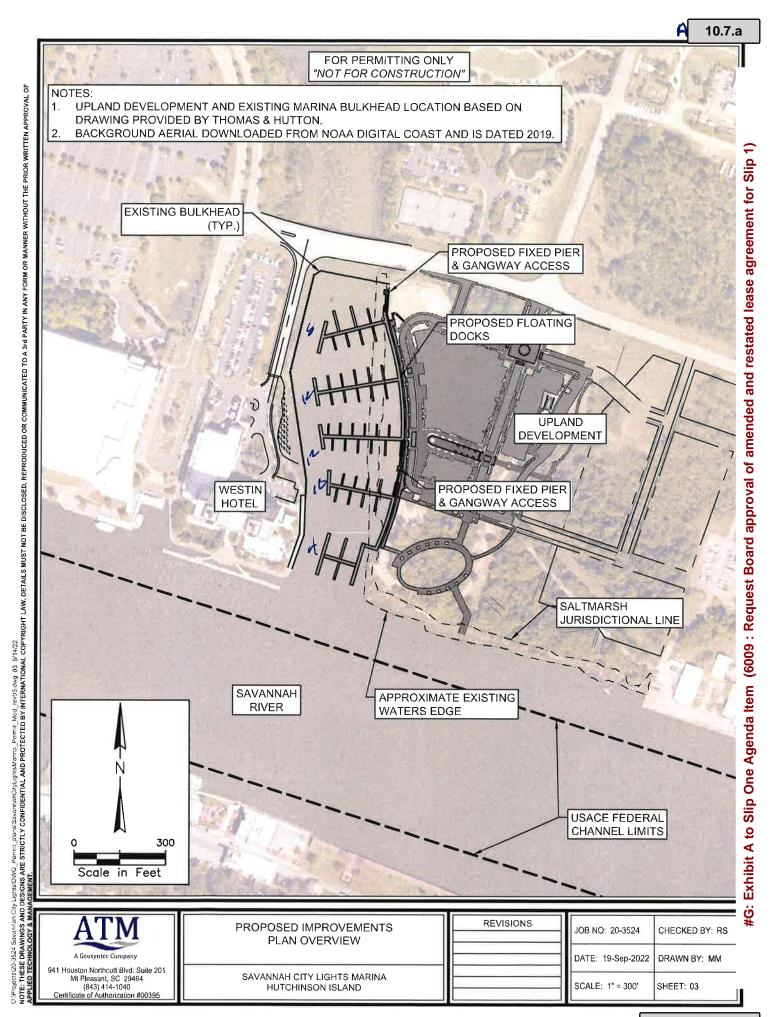
Alternative No. 1.

#G: Exhibit A to Slip One Agenda Item

#H: Slip One Lease

R. Jonathan Hart Completed 08/23/2023 2:47 PM
Linda Cramer Completed 08/31/2023 12:01 PM
Danielle Hillery Completed 08/31/2023 2:07 PM
Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM



Upon recording return to: Joseph R. Ross, Esquire Morris, Manning & Martin, LLP 24 Drayton Street, Suite 712 Savannah, GA 31401

STATE OF GEORGIA

COUNTY OF CHATHAM

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE, hereinafter sometimes referred to as "Lease," is made this ___ day of September, 2023, by and between the **BOARD OF COMMISSIONERS OF CHATHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia [or its designated authority] (hereinafter referred to as "Lessor"), and **SAVANNAH HARBOR PARTNERS, LLC**, a Georgia limited liability company (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor and CSX Realty Development, LLC, a Georgia limited liability company ("CSX") entered into a certain Development Agreement dated April, 2010 and an Addendum to Development Agreement dated June 26, 2015, and Lessor and Lessee entered into a further Amendment to the Development Agreement dated the date hereof (the Development Agreement, the Addendum to Development Agreement and the Amendment to the Development Agreement dated the date hereof, are herein being referred to together as the "Development Agreement") for the purpose of the redevelopment of under-utilized and undeveloped portions of Hutchinson Island located East of U.S. 17A Bridge in and around Slip No. 1, a commercial shipping basin, with warehouses abandoned in the mid-1950s, said "Project" as being defined and described in the Development Agreement; and

WHEREAS, the Project contemplates the economic enhancement of Hutchinson Island through public and private investment and development of a public marina facility with ship store and fueling and related facilities within and around Slip No. 1, which shall create employment opportunities, expanding public tax revenues, and adding a new destination for vessels and yachts that traverse the Intracoastal Waterway and Southeast Atlantic Ocean; and

WHEREAS, Lessor, through deeds and easement conveyances from CSX and Lessee, as assignor of CSX, is the owner of 8.249 acres, more or less, composed of Slip No. 1, as revised in accordance with the Revised Project Plan (as that term is defined in the Development Agreement), located on Hutchinson Island, Chatham County, Georgia, and more particularly defined herein as the Premises and Lessor ground leased to Lessee the Premises for the development and operation of the Marina Facilities as contemplated by the Revised Project Plan pursuant to that certain Lease dated April 3, 2020 and recorded in Deed Book 2152, Page 59, Chatham County, Georgia Records; and

WHEREAS, Lessor has obtained all necessary permits and approvals to perform the dredging and installation of the pilings, bulkheads, tie-backs and other landside improvements described in the Project documentation, permits and approvals, as modified and enhanced in the Revised Project Plan (the "Slip 1 Improvements") and Lessor and Lessee, as assignee of CSX, have obtained certain regulatory permits which have been amended to accommodate the Revised Project Plan for the construction of the Marina Facilities (as that term is defined below); and

WHEREAS, Lessee intends to assign to CITY LIGHTS MARINA OWNER LLC, a Delaware limited liability company ("Assignee"), a wholly owned subsidiary of City Lights Marina Holdings, LLC, the joint venture between Lessee and IGY Savannah, LLC, all of its rights, title and interest in the Lease, the Development Agreement and other rights, permits and agreements related to Slip 1 and the dock facility to be constructed along the Savannah River, adjacent in part to Slip 1 (the "Front Dock").

NOW, THEREFORE, for and in consideration of the rental payments, the donation of the Premises, terms, provisions, covenants and conditions hereinafter set forth, Lessor does hereby lease and demise unto Lessee, and Lessee does hereby lease and take from Lessor, the following described property (hereinafter referred to as the "Premises"), subject to the terms and conditions herein, to wit:

All that tract or parcel of land consisting of approximately 8.249 acres of tidal water bottoms and/or marshlands or a combination thereof located, together with appurtenant easements, lying, and being in Chatham County, Georgia, and being more particularly shown on a plat marked **Exhibit A** and attached hereto.

Together with all appurtenances, easements, riparian rights and other property rights and interests in any manner appertaining or belonging to said Premises.

1. USE OF THE PREMISES.

1.1 The Premises shall be used by the Lessee for the purpose, right and privilege of constructing, operating, and maintaining thereupon, a marina with docking facility and related structures, available for lease and use by the public for market rate fees, including the installing, maintaining, repairing, removing, and replacing of buildings, structures, piers, docks, floating docks, dolphins, pilings, appurtenances thereto, and all facilities and improvements that shall be

reasonably used for or in connection therewith (hereinafter the "Marina Facilities"), along with all incidental rights appertaining thereto, and of using so much of the surface of the overlying water as may be necessary for the full enjoyment of all rights herein granted. The Marina Facilities shall be constructed pursuant to the conceptual plan identified in **Exhibit B** attached hereto.

- 1.2 Without limitation of the foregoing, Lessee shall not: (a) use the Premises or Marina Facilities for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (b) commit, or suffer to be committed, any waste in or on the Premises and the Marina Facilities, nor shall it create or permit any nuisance in or on the Premises.
- 1.3 Lessor represents and warrants to Lessee that: (i) Lessor has full right and lawful authority to enter into and perform the Lessor's obligations under this Lease for the Term of this Lease; (ii) Lessor has good and marketable fee simple title to the Premises; (iii) Lessor has not suffered, incurred or entered into any contracts, leases, tenancies, agreements, restrictions, violations, encumbrances or defects in title of any nature whatsoever which materially adversely affect Lessor's right, title and interest in the Premises or the fulfillment of its obligations under this Lease; and (iv) Lessee's rights under this Lease shall not be subject or subordinate to any mortgage, lien, or other security interest except for such subordination as may be accomplished in accordance Lessee's approval.
- 1.4 Lessor hereby consents to the assignment to Assignee pursuant to the Assignment of all of Lessee's rights, title and interest in the Lease, the Development Agreement and other rights, permits and agreements related to Slip 1 and the Front Dock. From and after the execution of the Assignment, all references to Lessee in the Lease shall refer to the Assignee.

2. OCCUPANCY.

Unless earlier terminated in accordance with the terms hereof, Lessee, or its successors or assigns, shall occupy the Premises continuously throughout the Term of this Lease and shall not desert, surrender, abandon or cease using the Premises during the term of this Lease. As hereinafter used, "Term" shall collectively refer to the Construction Term (as hereinafter defined), the Primary Term (as hereinafter defined) and any extension thereof. The Construction Term shall begin upon the later of (i) completion by Lessor of the Slip 1 Improvements, which shall no later than December 31, 2023 and (ii) the issuance of the final USACE permit for construction of the Marina Facilities within the inner basin of Slip 1 as described in Exhibit B attached hereto, unless Lessee requests Lessor to extend the period for completion of the initial dredging of the Premises to coordinate with the upland infrastructure development as long as all permits, permissions and authorizations required for such dredging can be extended to allow for such extension (the "Commencement Date"). The Slip 1 Improvements shall be installed by Lessor in a good and workmanlike manner in accordance with plans and specification approved by Lessor and Lessee and in accordance with any applicable laws, statutes, codes, ordinances, rules or regulations as may be promulgated by the applicable local, state or federal governmental agency.

3. RENT.

For and as rent for the Premises, Lessee covenants and agrees to keep each and every term and condition of this Lease required to be kept by Lessee, each of which shall constitute rent for the Premises, in addition to payment by Lessee to Lessor of the following amounts of rent:

- 3.1 During the Construction Term, Lessee shall pay no rent to Lessor, but shall be responsible for any ad valorem taxes assessed against the Premises during such Construction Term.
- 3.2 During the Primary Term and any extensions thereof, Lessee shall pay as rent to Lessor (or perform the services in lieu of rent) (i) the annual cost of the maintenance dredging required to maintain the depth of the Slip 1 Improvements during the Term, (ii) during the first two years of the Primary Term (the "Ramp Up Period"), Twenty-Five Thousand and No/100 Dollars (\$25,000.00), per annum ("Ramp Up Period Base Rent"), (iii) during the remainder of the Term (the "Full Rent Period") the Base Rent shall be (A) during the following three (3) years of the Primary Term (after the Ramp Up Period), the Base Rent shall be Fifty Thousand and No/100 Dollars (\$50,000.00), per annum, and (B) thereafter the Base Rent shall increase each year during the remainder of the Term by one and one half percent (1.5%) per annum (the above rent paid during the Ramp Up Period and the Full Rent Period shall be referred to as the "Base Rent"); and (iv) during the Full Rent Period, Three Percent (3%) of the Gross Profit, as hereinafter defined, resulting from Marina Facilities, per annum ("Percentage Rent"). The Base Rent shall be payable in advance annually beginning on the first day of the Primary Term and on the same day of each year thereafter during the Term. The Percentage Rent shall be payable within Sixty (60) days after the end of each calendar year during the Full Rent Period, prorated for the first and last year, if the Term begins and ends other than on the first day of the calendar year. The maintenance dredging shall be performed and paid for by Lessee, as needed during the Term.
- 3.3 "Gross Profit" shall be defined as the net collected revenues received by Lessee or its assigns from the operation of the Marina Facilities, including boat rentals, fueling revenues, boat store sales, less the operating costs of the Marina Facilities, including personnel, supply and inventory costs, maintenance costs and other costs of operating the Marina Facilities, as reasonably determined by the Lessee or its assigns. Lessor shall have access on an annual basis to the books and records of the Lessee or its assigns with respect to the operations of the Marina Facilities.
- 3.4 Lessee shall also pay to Lessor, as additional rent, all reasonable out of pocket costs and expenses which Lessor incurs as a result of any default of Lessee or failure on the part of Lessee to comply with any provisions of this Lease.

4. <u>TERM AND TERMINATION.</u>

- 4.1 Unless sooner terminated as hereinafter provided, the Construction Term shall begin upon the Commencement Date and shall end at 11:59 o'clock P.M. prevailing legal time in Savannah, Georgia, on the day before the Second (2nd) anniversary of the Commencement Date ("Construction Term Termination Date").
- 4.2 The "Primary Term" of this Lease shall be for Fifty (50) years beginning upon the Construction Term Termination Date. The Primary Term shall end at 11:59 o'clock P.M.

prevailing legal time in Savannah, Georgia, on the 51st anniversary of the Construction Term Termination Date, unless sooner terminated or extended as hereinafter provided ("the Termination Date"). Lessee may terminate this Lease during the Primary Term only upon one hundred eighty (180) days written notice to Lessor and, subject to Lessee's rights under Section 4.5 to remove personalty and Marina Facilities belonging to Lessee, providing that so long as any leasehold security deed exists (as specifically permitted under this Lease), Lessee may not terminate this Lease without the written consent and concurrence of the holder of such security deed including the cancellation of any security interest held upon the leasehold, subject to Lessee's rights in Section 4.5. "Term" shall include the Construction Term and the Primary Term, as extended pursuant to Section 4.3 below.

- 4.3 The Termination Date of the Primary Term shall be extended, upon the request of Lessee, for five extension periods of ten (10) years each, consecutively, and such request must be made to Lessor at least ninety (90) days prior to the initial Termination Date, and prior to the termination of each extension period exercised by Lessee thereafter, provided that the Lessor shall provide to Lessee notice of termination on or before the last day of the Term, as then extended, whereupon Lessee shall have the right to extend the Term based on the foregoing extensions, if and only if Lessee provides notice to Lessor of such extension within thirty (30) days of Lessor's notice of termination. It is the intention of Lessor and Lessee to avoid forfeiture of Lessee's right to extend the Term of this Lease under any of the extension options set forth herein through failure to give notice of exercise thereof within the time prescribed. Accordingly, if Lessee shall fail to give notice of exercise of any such option at least ninety (90) days prior to the termination of the Initial Termination Date or any extension thereof, then the time to give such notice shall be deemed extended for an additional period commencing on the last day on which such notice by Lessee may be timely given and ending thirty (30) days after the date Lessor gives Lessee notice of Lessee's failure to exercise such option within the time prescribed. If Lessee exercises any such option but within the extended time permitted above, the extended term to which such option relates shall commence, or shall be deemed to have commenced, at the time it would have commenced if such notice had been given within the time prescribed above.
- 4.4 Upon expiration of this Lease (including any renewals or extensions thereof), if and only if Lessor determines the continued rental of the Premises is in the best interest of the residents of Chatham County, Lessor may grant Lessee an additional extension of the Term for fair market rental value and under terms to be mutually agreed upon by Lessor and Lessee.
- 4.5 Subject to Sections 4.3 and 4.4, upon expiration or termination of this Lease, all rights and interests of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Premises shall wholly cease and title to the Premises, shall vest in Lessor without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time other than pursuant to the specific terms of this Lease. Lessee shall have until one hundred eighty (180) days after the Termination Date to remove all Marina Facilities, equipment, trade fixtures and other personal property located on or in the Premises, provided that any such Marina Facilities and personalty remaining after the expiration of said one hundred eighty (180) days shall become the property of Lessor and provided further that Lessee repair any damage to the Premises caused by the removal of the same.

- 4.6 A party shall be deemed in material default under the terms of this Lease if a party fails in the performance of any of the terms, covenants, or conditions of this Lease, and the fails to remedy such default within a period of thirty (30) days after receipt of written notice from the non-defaulting party of such default. However, in the case of any such default that is susceptible of cure (other than by the payment of money) but that cannot with diligence be cured within such thirty (30) day period, if the defaulting party shall promptly have commenced, during such thirty (30) day period, to cure the same and shall thereafter prosecute the curing thereof with diligence, the period within which such failure may be cured shall be extended for such further period as shall be reasonably necessary for the curing thereof with diligence.
- 4.7 Lessor shall pay to Lessee all reasonable out of pocket costs and expenses which Lessee incurs as a result of any default of Lessor or failure on the part of Lessor to comply with any provisions of this Lease.

5. <u>RULE AGAINST PERPETUITIES.</u>

If the Rule Against Perpetuities or any rule of law with respect to restriction on the alienation of property or remoteness of vesting of property interests, including, without limitation, O.C.G.A. §44-6-1, as amended, shall limit the time within which the vesting of title to the Improvements for which provision is made in Section 9 must occur, then such vesting of title shall occur not later than twenty (20) years after the death of the last survivor of the Board of Commissioners of Chatham County, Georgia in office on the date of execution of this Lease. In the event such vesting should occur due to the provisions of this section and prior to the expiration or termination of this Lease, this Lease shall continue in full force and effect, except the term "Premises" shall be automatically modified to include the Improvements.

6. HOLDING OVER.

Lessee shall not use or remain in possession of the Premises after the termination of this Lease (other than for the removal of personalty and Marina Facilities as set forth above). Any holding over after the last day of any extension of the Term hereof, or after the last day of the Term hereof, shall be construed as an unauthorized possession and may be terminated by Lessor immediately without prior notice. Base Rent shall be increased to two hundred percent (200%) of the then existing Base Rent.

7. INSPECTION AND TITLE.

After completion of the Slip 1 Improvements, Lessee shall inspected the Premises and the Slip 1 Improvements and provided said improvements have been constructed in accordance with the mutually agreed plans and specification, Lessee shall accept the Premises as in satisfactory and a suitable condition for the use intended by Lessee as hereinabove provided for in this Lease, in writing to Lessor which shall begin the Construction Term.

8. NO JOINT VENTURE.

Nothing contained in this Lease shall make, or shall be construed to make, Lessor or Lessee partners in, of, or joint venturers with each other, nor shall anything contained in this Lease render, or shall be construed to render, either Lessor or Lessee liable to a third party for the debts or obligations of the other.

9. IMPROVEMENTS.

- 9.1 Lessor shall construct the Slip 1 Improvements at is sole cost and expense in accordance with the plans and specifications approved by the Lessor and Lessee. Lessee shall construct during the Construction Term, at its sole cost and expense, the Marina Facilities specified in **Exhibit B** attached hereto, including such temporary or permanent improvements, erections, additions and alterations as are necessary to adapt the Premises and Improvements for use as a functioning marina operation. The Marina Facilities may be developed in phases by the Lessee over a period of time and under such terms as Lessee deems appropriate. Lessor and Lessee shall, at its sole cost and expense, demolish any necessary existing improvements or structures on the Premises to facilitate their respective construction contemplated herein, including the clearing, grubbing and preparation of the Premises for the Slip 1 Improvements and construction of the Marina Facilities.
- 9.2 During the first five (5) years of the Term, Lessor, at its sole cost and expense, shall keep the Slip 1 Improvements in good order, condition and repair. During the remainder of the Primary Term, Lessor and Lessee shall share equally the cost and expense of keeping the Slip 1 Improvements in good order, condition and repair. During any extensions of the Term after the Primary Term, Lessor, at its sole cost and expense, shall keep the Slip 1 Improvements in good order, condition and repair. Lessee shall be responsible for the maintenance dredging required during the Term. Lessor's obligations hereunder include, without limitation, all necessary repairs and replacements of the Slip 1 Improvements, structural or otherwise, ordinary or extraordinary, foreseen and unforeseen.
- 9.3 Lessee, at all times during the Term of this Lease, at its sole cost and expense, shall keep the Marina Facilities in good order, condition and repair, ordinary wear and tear excepted. Lessee's obligations hereunder include, without limitation, all necessary repairs and replacements of the Marina Facilities, structural or otherwise, ordinary or extraordinary, foreseen and unforeseen. Lessor shall not be required to make any repairs of any kind or nature, in, on or to the Marina Facilities during the Term of this Lease. Lessor shall assign to Lessee (or, if necessary, allow Lessee to utilize as its contractor or agent) any and all rights and interests in the applicable federal and state permits related to Slip 1 and/or the Marina, necessary for the operation and maintenance of the Marina Facilities, including the right to intermittent dredging and the right to extend and modify such permits, subject to the consent of the Lessor, not to be unreasonably delayed or denied.
- 9.4 Lessee shall have the right to mortgage and/or otherwise encumber the Premises and Marina Facilities to the extent of its leasehold interest only. Lessor hereby consents to the encumbrance of the Premises and the Marina Facilities during the Construction Term for the

purpose of construction and during the Primary Term for permanent financing of the Marina Improvements to the Premises contemplated by this Section 9. Exhibit D attached hereto and made a part hereof sets forth additional provisions relating to leasehold mortgages secured by the Lease.

Notwithstanding any other provision of this Lease, Lessor shall not be required to subordinate this Lease to any other interest of any person or entity lending money for the Marina Facilities, and all such interests or instruments shall be subordinate to this Lease. This Lease or a Memorandum thereof shall be recorded at the request of Lessor, Lessee or any Leasehold Mortgagee and Lessor and Lessee agree to execute a Memorandum of Lease in recordable form if so requested.

9.5 No Marina Facilities or any other improvements constructed by Lessee on the Premises shall become a part of the Premises during the Term of this Lease, but the title to such improvements shall remain vested in Lessee during the Term of this Lease. Upon the expiration or earlier termination of this Lease, Lessee shall, at Lessee's option, either remove the Marina Facilities or shall surrender the Marina Facilities and the other improvements on the Premises to Lessor in their then-existing condition, AS IS WHERE IS, and upon Lessor's request, shall deliver a quitclaim deed to Lessor therefor.

10. INDEMNIFICATION AND HOLD HARMLESS.

- 10.1 Lessee shall be responsible during the Term of this Lease for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the occupancy of the Premises by the Lessee, or any of its subcontractors, its agents, employees or others working at the direction of Lessee or on its behalf, regardless of who may be the owner of the property. The Lessee is responsible for insuring its tools, equipment, fixtures, trade fixtures and personal property and Lessor shall not be liable for any loss or damage to such tools, equipment, fixtures and personal property.
 - 10.2 [Deleted]
 - 10.2.1 [Deleted]
 - 10.2.2 [Deleted]

11. INSURANCE.

- 11.1 <u>Insurance Certificates</u>. Unless waived in writing, or otherwise provided by the Lessor, the Lessee shall, prior to the commencement of work, procure the insurance coverages identified below at the Lessee's own expense and shall furnish the Lessor an insurance certificate listing the Lessor as the certificate holder. The insurance certificate must provide the following:
 - (a) Name and address of authorized agent
 - (b) Name and address of insured
 - (c) Name of insurance company(ies)
 - (d) Description of policies

- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Lessor as certificate holder
- (i) Lease number, Name of Facility and Address of Premises
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty (30) days' notice of cancellation/non-renewal (See Section 11.2(a)).
- 11.2 <u>Policy Provisions</u>. Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class VIII or larger. Each such policy shall contain the following provisions:
- (a) The Lessee will request that the insurance company endeavor to ensure that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after the Lessor has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this Lease shall have been received, accepted, and acknowledged by the Lessor. Such notice shall be valid only as to the Premises and the address of the Premises shall be required in said notice.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").
- (d) Self-insured retention in any policy for "All Risk" shall not exceed \$100,000.00 except for Catastrophic Perils including Flood, Earthquake and Windstorm which shall not exceed \$1,000,000.00.
- 11.3 <u>Insurance Coverages</u>. The Lessee agrees to purchase and have the authorized agent state on the insurance certificate that the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. § 50-21-37, have been purchased by the Lessee, during the Construction Term and Primary Term of this Lease. The minimum required coverages and liability limits which may be amended from time to time during the term of this Lease by Lessor to reflect then current reasonable and standard limits by giving Notice to Lessee pursuant to Section 20 and both parties shall execute an amendment to this Lease to reflect the change are as follows:
- (a) <u>Workers' Compensation</u>. In the event Lessee has employees, the Lessee agrees to provide Workers' Compensation coverage in accordance with the statutory limits. A group-insurer must submit a certificate from the Georgia Board of Workers' Compensation approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Lessee qualifies to pay its own workers' compensation claims. The Lessee shall require all subcontractors performing work or occupying the Premises under this

Lease to obtain an insurance certificate showing proof of Workers' Compensation and shall submit a certificate on the letterhead of the Lessee in the following language prior to the commencement of the Construction Term:

"This is to certify that all contractors and subcontractors performing work or occupying the Premises are covered by their own worker's compensation insurance or are covered by the Lessee's worker's compensation insurance."

- (b) <u>Employers' Liability Insurance</u>. In the event Lessee has employees, the Lessee shall also maintain Employers Liability Insurance Coverage with limits of at least:
 - (i) Bodily Injury by Accident \$1,000,000 each accident; and
 - (ii) Bodily Injury by Disease \$1,000,000 each employee.

The Lessee shall require all contractors and subcontractors performing work or occupying the Premises under this Lease to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Lessee in the following language prior to the commencement of occupancy:

"This is to certify that all contractors and subcontractors performing work or occupying the Premises are covered by their own employers liability insurance or are covered by the Lessee's employers liability insurance."

(c) <u>Commercial General Liability Insurance</u>. The Lessee shall provide Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limit
----------	-------

1.	Premises and Operations	\$1,000,000 per Occurrence
2.	Products and Completed Operations	\$1,000,000 per Occurrence
3.	Personal Injury and Advertising	\$1,000,000 per Occurrence
4.	Contractual	\$1,000,000 per Occurrence
5.	Fire Legal	\$1,000,000 per Occurrence
6.	Blasting and Explosion	\$1,000,000 per Occurrence *
7.	Collapse of Structures	\$1,000,000 per Occurrence *
8.	Underground Damage	\$1,000,000 per Occurrence *
9.	General Aggregate	\$2,000,000 this Lease only

^{*} Required during any construction period.

Additional Requirements for Commercial General Liability Insurance:

- (1) The policy or policies must be on an "occurrence" basis.
- (2) The policy must include separate aggregate limits per project/location.
- (d) <u>Commercial Business Automobile Liability Insurance</u>. To the extent that Lessee owns and operates one or more vehicles, the Lessee shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.
- (e) <u>Property Insurance</u>. During the Primary Term, Lessee shall provide a Fire and Hazard Property Insurance Policy with a policy amount equal to 100% of the replacement value of the Marina Facilities. All deductibles shall be the sole responsibility of Lessee, and in no event shall the amount of the "All Risk" deductible exceed \$100,000.00.
- 11.4 <u>Termination of Obligation to Insure</u>. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Primary Term and shall not terminate until this Lease has been terminated.
- 11.5 <u>Failure of Insurers</u>. The Lessee is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

12. UTILITIES.

At its sole cost and expense, Lessee shall cause to be furnished and shall pay for all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for Lessee's use of the Premises.

13. TAXES AND ASSESSMENTS.

- 13.1 Lessee covenants and agrees, during its use and/or occupancy of the Premises, to pay or cause to be paid, to the public officer charged with collection thereof and before any of the same shall become delinquent and shall indemnify, protect, save and hold harmless Lessor from the payment of (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions," which during Lessee's use and/or occupancy of the Premises, may be assessed, levied, charged or imposed against or with respect to the Premises, including, but not limited to, the building, fixtures, equipment and personal property, if any there be, located therein or thereon; and (b) any impositions assessed, levied, charged or imposed on or with respect to the conduct of Lessee's business in or on the Premises.
- 13.2 Nothing herein shall obligate or require the payment of any imposition by Lessee, unless such obligation or requirement is provided by law. Lessee may contest the validity, legality or amount of any imposition in the manner provided by law.

14. DESTRUCTION OF OR DAMAGE TO PROPERTY.

If the Marina Facilities are totally or partially destroyed or rendered untenantable by storm, fire, earthquake, hurricane or other natural catastrophe, this Lease shall not terminate, but Lessor shall permit Lessee to rebuild, or at Lessee's option, Lessee may terminate this Lease (subject, however, to the consent and concurrence of the holder of the leasehold security deed) and invoke the provisions of Section 4.5.

15. HAZARDOUS SUBSTANCES.

- 15.1 Lessee shall not bring, deposit, or allow to be brought or deposited, in or upon the Premises any pollutant or harmful substance, except for substances ordinarily used in the care and maintenance of the Premises, the fueling of vessels, and in compliance with all other applicable provisions of this Lease.
- 15.2 Lessee warrants that it will not allow any of the following to occur on the Premises, regardless of cause: (A) any illegal or improper generation, treatment, recycling, storage or disposal of any hazardous substance; (B) any landfill or solid waste disposal area; (C) any asbestoscontaining material as defined by the Toxic Substances Control Act; (D) any polychlorinated biphenyl (PCB) used in hydraulic oils, electric transformers or other equipment; or (F) any release or threatened release of hazardous substance to the environment in forms or quantity requiring remedial action under environmental laws ((A) to (F) are collectively herein referred to as "Hazardous Material Conditions"). Lessee's obligation in no way extends to any environmental condition of the Premises existing prior to Lessee's possession.
- 15.3 Lessor warrants and represents to Lessee that to the Lessor's knowledge: Hazardous Material Condition has not occurred in, on or under the Premises, and that the Premises are free of Hazardous Material Conditions as of the date hereof, there has not been any notice of intent to sue, notice of violation, citation, warning or similar notification under any federal, state or local environmental law regarding the Premises or arising out of operations on the Premises, and there is no investigation or inquiry by any governmental authority concerning the Premises or the operations thereon.

16. INSPECTION.

For the purpose of inspecting the Premises, Lessee shall permit Lessor at reasonable times after reasonable notice to Lessee to enter in and on the Premises and the Improvements.

17. QUIET ENJOYMENT

Lessee shall and may peacefully have, hold and enjoy the Premises for the Term, subject to the terms and conditions of this Lease and matters of public record, provided that Lessee pays the rentals and other sums herein recited and performs all of its covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants of Lessor contained in this Lease shall be binding upon Lessor and its successors and assigns.

18. NO DISCRIMINATION.

In its occupancy and use of the Premises, Lessee shall not discriminate against any person on the basis of race, color, national origin, age or disability. This covenant of the Lessee may be enforced by termination of this Lease pursuant to Section 4.6 of the Lease, (provided that notice of the breach of such covenant shall also have been given to any leasehold mortgagee and such breach shall not have been cured, as provided in Section 9 of this Lease), injunction, and any other remedy available at law to Lessor.

19. ASSIGNMENT AND SUBLETTING.

- 19.1 Lessee shall have the right to sublet or assign this Lease, or any interest therein, with the written consent of Lessor, which consent shall not be unreasonably withheld, to owners and operators of the Marina Facilities. All provisions of this Lease are transferable in their entirety to subsequent owners and operators of the Marina Facilities utilizing the Premises, subject to Lessor's consent which shall not be unreasonably withheld. Lessee's assignee or subtenant shall not use the Premises in any manner for any purpose other than as stated in this Lease. Lessee's assignee or subtenant, shall become directly liable to Lessor for all obligations of Lessee hereunder. In the event Lessee assigns all of its right, title and interest in the Lease to an assignee ("Assignee"), Lessee shall be released from any further liability or obligation under the terms of this Lease as of the date of the assignment upon assumption by Assignee of all of Lessee's rights and obligations hereunder.
- 19.2 The voluntary, involuntary, or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall, at the option of the Lessor, terminate any and all existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.
- 19.3 Nothing contained in Section 19 shall limit or is intended to limit the rights of Lessee under Section 9; and the enforcement by the holder of a leasehold security deed encumbering the Premises and improvements, including the foreclosure of such security deed or transfer of Lessee's leasehold interest in lieu of foreclosure, shall not be restricted or prohibited hereunder or subject to Lessor's consent. In addition, if any leasehold mortgagee (or its successor, assign, designees or nominee) succeeds to the interest of Lessee under this Lease, then such mortgagee (or its successor, assign, designee or nominee) shall have (a) the right to further transfer or assign this Lease or to sublet the Premises and improvements thereon, anything to the contrary herein contained notwithstanding, and (b) all the rights, options and privileges of the Lessee under this Lease.

20. <u>NOTICES.</u>

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices", required by the provisions of this Lease to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice) and the original of said notice shall be sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address set forth below. The sender of

said notice shall request the United States Postal Service to "Show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices, where applicable, shall be addressed to the attention of the person or title, or both if applicable, hereinabove set forth, valid and perfected delivery of notice shall be accomplished under this Lease even though the said named person or the person holding said title is not the person who accepts or receives delivery of the said notice. Any notice, so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient under this Lease. Either party hereto may from time to time, by notice of the other, designate a different person or title, or both as applicable, address or addresses to which notices to said party shall be given.

To Lessor: 124 Bull Street

Suite 110

Savannah, Georgia 31401

Attention: The named County Manager at time

of notice

With Copy to: 124 Bull Street

Suite 110

Savannah, Georgia 31401

Attention: The named County Attorney at the

time of the notice

To Lessee: Savannah Harbor Partners, LLC

22 Barnard Street

Suite 210

Savannah, Georgia 31401 Attn: John E. Cay, III

With a required copy to:

Morris, Manning & Martin, LLP 24 Drayton Street, Suite 712 Savannah, Georgia 31401 Attn: Joseph R. Ross, Esq.

21. TIME IS OF THE ESSENCE.

All time limits stated herein are of the essence of this Lease.

22. NON-WAIVER.

No failure of Lessor to exercise any right or power given to Lessor under this Lease, or to insist upon strict compliance by Lessee with the provisions of this Lease, and no custom or practice of Lessor or Lessee at variance with the terms and conditions of this Lease, shall constitute a

waiver of Lessor's right to demand exact and strict compliance by Lessee with the terms and conditions of this Lease.

23. RIGHTS CUMULATIVE; NO SPECIAL DAMAGES.

All rights, powers and privileges conferred by this Lease upon Lessor and Lessee shall be cumulative of, but not restricted to, those given by law. In no event shall either Lessor or Lessee be liable to the other party for any special, indirect, incidental, punitive, exemplary, or consequential damages.

24. BINDING EFFECT.

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Lessor, and to the extent that Lessor has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of Lessee, and to any leasehold mortgagee and its successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

25. <u>INTERPRETATION.</u>

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply the presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26. GEORGIA AGREEMENT.

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. The Parties hereto agree that any action to enforce the terms and provisions of this Lease shall be brought in the courts in Chatham County, Georgia and the Parties hereto hereby waive any objection to jurisdiction or venue of courts located in Chatham County, Georgia.

27. SECTION HEADINGS.

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

28. COUNTERPARTS.

This Lease may be executed in one or more counterparts, including facsimile signatures (e.g., .pdf files) and digital signatures using digital signature software that electronically captures,

or otherwise allows a signatory to adopt, an identifying mark as such person's signature to this Lease (e.g., Docusign®), all of which, taken together, shall constitute one and the same instrument. Each party agrees, upon request of the other party, to provide an original of its signature to this Lease to the other party, provided that a party's failure to do so shall not affect the enforceability of this Lease.

29. NO THIRD PARTY BENEFICIARY.

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Lease.

30. SPECIAL STIPULATIONS.

The Special Stipulations on Exhibit C, attached hereto are hereby incorporated by reference herein. To the extent that the Special Stipulations set forth on Exhibit C conflict with any of the foregoing terms and conditions of this Lease, the said Special Stipulations shall control.

31. SEVERABILITY.

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

32. ENTIRE AGREEMENT.

This Lease constitutes the entire Lease between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee (other than those found in the Development Agreement) with respect to the Premises and Lessee's use and occupancy thereof. No member, officer, employee or agent of Lessor or Lessee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Lessor and Lessee and incorporated in and by reference made a part hereof.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named representatives, and Lessee, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

	LESSOR:	
	BOARD OF COMMISSIONERS OF CHATHAM COUNTY, GEORGIA	
	By:	L.S.
	Name:	
	Title:	
	Attest:	L.S.
	Name:	
	Title:	
		(Seal Affixed Here)
Signed, sealed and delivered as to		
Lessor in the presence of:		
Unofficial Witness		
Official Witness, Notary Public		
My Commission Expires:		

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LESSEE:

SAVANNAH HARBOR PARTNERS, LLC, a Georgia limited liability company

By:_______ Name:______ Title:

Signed, sealed and delivered as to Lessor in the presence of:
Unofficial Witness
Official Witness, Notary Public
My Commission Expires:

EXHIBIT A

Premises Legal Description

All those certain lots, tracts or parcels of land located in the 8th G.M. District, City of Savannah, Hutchinson Island, Chatham County, Georgia containing in the aggregate 8.301 acres, more or less, and shown as Parcel 5-A on that certain Subdivision Plat of Savannah Harbor dated November 7, 1999 and recorded in Subdivision Map Book 19-S, Page 99, Chatham County Records; Parcel 2-A as shown on that certain Plat dated June 19, 2002, revised July 3, 2002 and recorded in Plat Book 25-P, Page 4, Chatham County Records; and Parcel 2-B, as shown on that certain Minor Subdivision Plat dated august 25, 2020 and recorded in Subdivision Map Book 52, Page 558, Chatham County Records (the "Minor Subdivision Plat"), said parcels as combined known as Slip 1, Hutchinson Island.

Together with all rights, interests, appurtenances and easements granted to Lessor in connection with Slip 1, including without limitation the proposed 45' maintenance easement (0.99 acres, 42,997 s.f.), shown on the Minor Subdivision Plat.

This being the same property granted to Lessor: (i) by CSX Realty Development, LLC, by Slip 1 Deed, dated December 22, 2015 and recorded in Deed Book 707, Page 184, Chatham County Records; (ii) by CSX Realty Development, LLC by Riverwalk Deed and Easement Agreement dated March 23, 2007, and recorded in Deed Book 323-W, Page 734, Chatham County Records; and (iii) by Lessee by Quitclaim Deed and Easement Agreement dated April 3, 2020 and recorded in Deed Book 2095, page 752, Chatham County Records.

EXHIBIT B

[Conceptual Plan]

HUTCHINSON ISLAND

Certificate of Authorization #00395

Packet Pg. 126

SHEET: 03

SCALE: 1" = 300'

EXHIBIT C

SPECIAL STIPULATIONS

1. Maintenance Dredging. Lessor shall be responsible for the initial (one time) dredging of Slip No. 1 to a depth of twelve (12) feet M.L.W., provided that the Lessee has the right to request that the depth be more than twelve (12) feet. All maintenance dredging of the marina will be done by Lessee at Lessee's cost and expense pursuant to the terms and conditions of U.S. Army Corps of Engineers Permit No. 200501453, as modified, issued to Chatham County, Georgia. The dredging and removal of materials may be accomplished by dragline, by hydraulic or mechanical dredge, or by any combination of these, so long as the work is pursued in a workmanlike manner so as at all times to comply with and so as not to violate applicable water quality standards, rules or regulations. Lessee specifically agrees that any dredging as well as any construction or dismantling undertaken incident to any dredging conducted pursuant to this Lease shall incorporate such safety precautions as may be necessary to prevent the discharge of any oils, grease or other pollutant materials into any streams or rivers.

EXHIBIT D

Additional Leasehold Mortgagee Provisions

- 1. Leasehold Mortgages. Lessee may, without Lessor's consent, assign or mortgage this Lease (including any options it contains) to any leasehold mortgagee(s) (each, a "Leasehold Mortgagee"). A Leasehold Mortgagee (and anyone whose title derives directly or indirectly from a Leasehold Mortgagee, including a purchaser at any foreclosure sale held under a Leasehold Mortgage) may, without Lessor's consent, hold a foreclosure sale, take title to this Lease, and transfer or assign this Lease, either in its own name or through a nominee.
- 2. Fee Mortgages. Any mortgage on Lessor's fee estate (a "Fee Mortgage") shall be subject and subordinate to this Lease. Lessor shall not enter into any Fee Mortgage.
- 3. No Merger. If this Lease and the fee estate in the Premises are ever commonly held, then they shall remain separate and distinct estates and shall not merge without consent by all Leasehold Mortgagees.
- 4. Notice and Opportunity to Cure. If Lessee defaults, then Lessor shall so notify all Leasehold Mortgagees. Each shall have the right to cure such default. Lessor shall not terminate this Lease for Lessee's default unless and until Lessor has given all Leasehold Mortgagees notice of such default and 30 days in which to cure it. If it cannot reasonably be cured within 30 days, then each Leasehold Mortgagee shall have such additional time as it shall reasonably require, so long as it is proceeding with reasonable diligence. For any default that cannot be cured without possession of the Premises, Lessor shall allow such additional time as Leasehold Mortgagees shall reasonably require to prosecute and complete a foreclosure or equivalent proceeding and obtain such possession. If a Leasehold Mortgagee completes a foreclosure of this Lease, then Lessor shall waive any noncurable defaults.
- 5. Copies of Notices. No notice given by Lessor shall be effective against a Leasehold Mortgagee unless Lessor has given a copy of it to such Leasehold Mortgagee.
- 6. New Lease. If this Lease terminates because of Lessee's default or because Lessee rejects it in bankruptcy or similar proceedings, then Lessor shall upon request enter into a new lease with the most senior Leasehold Mortgagee on the same terms and with the same priority as this Lease.
- 7. Subleases. Lessee may, without Lessor's consent, sublease the Premises. Lessor shall not disturb the possession, interest, or quiet enjoyment of any sub Lessee.
- 8. Condemnation Awards. Lessee's share of any condemnation award shall be no less than the total condemnation award less the value of Lessor's remainder interest in the Premises, considered as if unimproved and as if this Lease had not terminated. To the extent that Lessee is entitled to any condemnation award, it shall be paid to the most senior Leasehold Mortgagee.

- 9. Casualty and Partial Condemnation. In the event of a casualty or a partial condemnation, this Lease shall continue. Any insurance proceeds or condemnation award shall be paid to Leasehold Mortgagee or a trustee it designates, to be used first to restore. Any remainder shall be disbursed to Leasehold Mortgagee to the extent required by its loan documents, and thereafter to Lessee.
- 10. Preservation of Lease. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without the consent of all Leasehold Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Leasehold Mortgagees. Any such amendment, modification, change, cancellation, termination, waiver, or surrender shall not bind any Leasehold Mortgagee or its successors or assigns unless made with such Leasehold Mortgagee's consent.
- 11. Options. If this Lease contains any renewal or purchase option and Lessee does not timely exercise it, then Lessor shall promptly notify each Leasehold Mortgagee. Each Leasehold Mortgagee shall then have 30 days to exercise the option on Lessee's behalf.
- 12. Lessee's Rights, Generally. Any Leasehold Mortgagee may exercise any or all of Lessee's rights under this Lease.
- 13. No Personal Liability. No Leasehold Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- 14. Estoppel Certificates. Lessor shall, upon request by any Leasehold Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.



AGENDA ITEM: 10.8

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Suzanne Cooler, County Engineer

Doome Cos

ISSUE:

Request Board approval to accept the dedicated improvements for County maintenance of Cottonvale Towns subdivision, terminate the twelve-month warranty period and release the financial guarantee. [District 5.]

BACKGROUND:

The engineer, EMC Engineering Services, Inc., requests for the developer, Simcoe at Mosswood, LLC., that the County accept the dedicated improvements of the subdivision for maintenance, terminate the twelve-month warranty period and release the financial guarantee.

FACTS AND FINDINGS:

- 1. Cottonvale Towns is a single-family semi attached residential subdivision located on the north side of Cottonvale Road between Willowbrook Road and Valleydale Way. Cottonvale Towns consists of 71 single-family semi-attached lots on 9.83 acres. Paving and street drainage will be maintained by the County. Water and sanitary sewer are owned and maintained by Consolidated Utilities.
- 2. The warranty period was initiated on May 27, 2022. Staff inspected the subdivision improvements at the end of the of the twelve-month warranty period on July 26, 2023. The improvements were found to be acceptable.
- 3. The developer submitted a cash bond in the amount of \$190,000.00 as a Maintenance Security per the Chatham County Subdivision Regulations. The Maintenance Security allows the developer to subdivide 100% of the lots once the subdivision construction improvements have been installed, approved and before the twelve-month warranty period expires.
- 4. Georgia Power installed ten streetlights for Cottonvale Towns. The initial assessment per lot will be \$48.00 (Street Lighting Rate 05). The assessment is collected by Chatham County to maintain the streetlights.

BLUEPRINT ALIGNMENT:

1.4.2.4. Goal 4: Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

ALTERNATIVES:

- 1. Board approve acceptance of the dedicated improvements for County maintenance of Cottonvale Towns, terminate the twelve-month warranty, and release the financial guarantee.
- 2. Do not approve the request.

POLICY ANALYSIS: This action is consistent with the subdivision regulations.

RECOMMENDATION: That the Board adopt Alternative No.1.

Suzanne Cooler	Completed	08/30/2023 6:16 AM
Danielle Hillery	Completed	08/30/2023 9:44 AM
Michael A. Kaigler	Pending	
Board of Commissioners	Pending	09/08/2023 9:30 AM



AGENDA ITEM: 10.9

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a new beer and wine retail license for 2023. Petitioner: Beau Bledsoe d/b/a Joyners Corner located at 1113 John Carter Rd., Bloomingdale, GA 31302. [District 7.]

BACKGROUND:

Mr. Bledsoe requests approval for a new beer and wine retail license in connection with an existing convenience store. The business at this location meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. The application was reviewed by the Police Department for compliance of the applicant and site distance requirements and approved.
- 2. The returned application was reviewed by Building Safety. The County Fire Inspector inspected the site for compliance and approved the facility.
- 3. The applicant and business meet the requirements of the Chatham County Alcoholic Beverage Ordinance.
- 4. The applicant has been notified in writing of the date and time of the hearing.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

ALTERNATIVES:

- 1. Board approve requests approval for a new beer and wine retail license for 2023 for Joyners Corner located at 1113 John Carter Rd., Bloomingdale, GA 31302.
- 2. Board deny requests approval for a new beer and wine retail license for 2023 for Joyners Corner located at 1113 John Carter Rd., Bloomingdale, GA 31302.

POLICY ANALYSIS:

Section 17-110 provides the Board of Commissioners the authority to grant a license of the Alcoholic Beverage Ordinance.

RECOMMENDATION:

Staff recommends approval of Alternative 1

#I: Joyners Corner.2023

Gregori Anderson Completed 08/31/2023 11:46 AM
Danielle Hillery Completed 08/31/2023 2:13 PM
Michael A. Kaigler Pending
Board of Commissioners Pending 09/08/2023 9:30 AM

CHATHAM COUNTY



DEPARTMENT OF BUILDING SAFETY & REGULATORY SERVICES

1117 Eisenhower Drive, Suite D, Savannah, Georgia 31406 Phone: 912-201-4313 | Fax: 912-201-4301 | https://buildingsafety.chathamcountyga.gov/

Application for Alcoholic Beverage Certificate Application must be fully completed before processing. Please type or print clearly with a ballpoint pen. All alcohol licenses expire on December 31st of the year issued. Report any changes of location/mailing address promptly to the Occupational Tax Division.

1. Date of Application: 7/10 123 Calendar Year: 2023
2. Type of Certificate: New Renewal Property Identification Number (PIN): 1047 04001A
4. Applying Applicant's Information: Name: Bau Blodsol
Your relationship with this business: Manager Officer Registered Agent Sole Owner City: C
Contact Phone: Cell Phone: Email: your scorner@ outlook.com
Date of Birth: Sex: M Race: W Social Security/Fed. Tax I.D.#:
Driver's License NumberState: GA Georgia Sales Tax I.D. #
Have you ever been arrested? YES NO If Yes, give date and offense: 1997 fake information
U.S Citizen: TYES NO Legal Alien: TYES NO Alien Registration (residency card) must be provided.
5. Business Information:
Advertised Business Name: Joynes Corner
Business Address: 1113 John Corter Rd City Bidale State: Gd Zip Code: 31302
Business Phone: 912 748 6829 Other Phone: Email: joynesscorner@outlook
Corporation Name: Johners Corner Inc.
Mailing Address: 113 John Conter Rd City Book State: GA _ Zip Code: 31302
6. Has alcohol been sold or served at this location previously? ☑Yes □No I Yes, Previous License No
7. Will your establishment provide "LIVE" entertainment? Yes No
If Yes, explain:
Business hours of operation: M-F ban - 10pnsaturday b - 11 Sunday 7-9
8. Type of Business (check all that apply):
Eating Establishment Restaurant Convenience Store Super Market/Grocery
Hotel/Motel Lounge Package Shop Private Club Other:
9. License is for: Pouring Retail Sunday Sale Retail Alcohol Caterer Wholesale
10. Type: Beer Wine Liquor ALL

Affidavit of Applicant

criminal background check to operate within Urlam the person authorized by the busines accompanying documents. I further certify that this application are true, correct and complete.	nincorporated Chatham Course herein named to file the	nty limits, and certify that
Signature of Applying Applicant		
Sworn to and subscribed before me this 10th Day of July , 20 23 Cudul P. Jani Notary Public (SEAL)	Cedrick J Lan NOTARY PUB Chatham County, G My Commission Expire	LIC EORGIA
**************************************	Use Only***********	*******
**************************************	**********	********
Zoning: This location Is Is NOT properly zoned for the pro-	opesed husiness use Zoning I	District B-N
	Date Dasiness use. Zorning Date	Olac lac
Zoning Administrator / wen	Dat	te: 8/29/25
*********************	**********	********
Fire Prevention: This proposed business & location: ☐Does ☐Does N	IOT meet the Chatham County	Alcoholia Poverega
Ordinance. Occupancy Load	to the charlam county	According Beverage
Fire Inspector: 1/www.	Date:	7/28/23
*****************	************	********
Police Approval: Distance to nearest School:3		
Type of Neighborhood: ☐ Residential ☑ Commercia	Number of similar establishr	ments in vicinity:
Will traffic be a factor: [] Yes [] No		
If Yes, explain:		
Previous Police Department Complaints: ☐ Yes ☐ No		□ Yes □ No
The applicant and/or business: 🍂 Is □ Is NOT Appro	oved by CCPD	
Police Department:		Date: 1/25/2023
Alcoholic Beverage License #	D	istrict \(\)



AGENDA ITEM: 10.10

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a new beer, wine and liquor pouring license for 2023. Petitioner: Janine Finn d/b/a LuLu's Chocolate Bar located at 4700 Highway 80 East, Suite E, Savannah, GA 31410. [District 3.]

BACKGROUND:

Ms. Finn requests approval for a new beer, wine and liquor pouring license in connection with an existing restaurant. The business at this location meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. The application was reviewed by the Police Department for compliance of the applicant and site distance requirements and approved.
- 2. The returned application was reviewed by Building Safety. The County Fire Inspector inspected the site for compliance and approved the facility.
- 3. The applicant and business meet the requirements of the Chatham County Alcoholic Beverage Ordinance.
- 4. The applicant has been notified in writing of the date and time of the hearing

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

ALTERNATIVES:

- 1. Board approve request for a new beer, wine and liquor pouring license for LuLu's Chocolate Bar located at 4700 Highway 80 East, Suite E, Savannah, GA 31410.
- 2. Board deny request for a new a new beer, wine and liquor pouring license for LuLu's Chocolate Bar located at 4700 Highway 80 East, Suite E, Savannah, GA 31410.

POLICY ANALYSIS:

Section 17-110 provides the Board of Commissioners the authority to grant a license of the Alcoholic Beverage Ordinance.

RECOMMENDATION:

The Department of Building Safety and Regulatory Services recommends approval.

#J: LuLu's Chocolate bar.BWLPouring.2023

Gregori Anderson Completed 08/29/2023 3:51 PM Danielle Hillery Completed 08/30/2023 9:31 AM

Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM

CHATHAM COUNTY



DEPARTMENT OF BUILDING SAFETY & REGULATORY SERVICES

1117 Eisenhower Drive, Suite D, Savannah, Georgia 31406
Phone: 912-201-4313 | Fax: 912-201-4301 | https://buildingsafety.chathamcountyga.gov/

Application for Alcoholic Beverage Certificate Application must be fully completed before processing. Please type or print clearly with a ballpoint pen. All alcohol licenses expire on December 31st of the year issued. Report any changes of location/mailing address promptly to the Occupational Tax Division.
1. Date of Application: 8-22-23 Calendar Year: 2023
2. Type of Certificate: New Renewal Property Identification Number (PIN): 10128 02011
4. Applying Applicant's Information:
Name: JANINE FINN
Your relationship with this business: Manager M Officer Registered Agent Sole Owner
City: State: A Zip:
Contact Phone: City: State: GA _ Zip: Contact Phone: Email: _INFO @ LULUSCHOCOLATEB/
Date of Birth / Sex: F Race: C Social Security/Fed. Tax I.D.#:
Driver's License Number State: GA Georgia Sales Tax I.D. #
Have you ever been arrested? □YES ☑NO If Yes, give date and offense:
U.S Citizen:
5. Business Information:
Advertised Business Name: LVLV S CHOCOLATE BAR
Business Address: 4700 HWY 80 E, DEF SAV State: GA Zip Code: 31410
Business Phone: 912 - 480 480 ther Phone:Email: INFO@LULUSCHOCOLATEBA
Corporation Name: LULUCAKES UC
Mailing Address: 4700 HW 80 F, City AV State: 4A Zip Code: 31410
6. Has alcohol been sold or served at this location previously? Des □No □ I Yes, Previous License No.
7. Will your establishment provide "LIVE" entertainment? Yes No
If Yes, explain:
Business hours of operation: M-F $\frac{q_{A}-12_{A}}{4}$ Saturday $\frac{q_{A}-12_{A}}{4}$ Sunday $\frac{q_{A}-12_{A}}{4}$
8. Type of Business (check all that apply):
✓ Eating Establishment ✓ Restaurant Convenience Store Super Market/Grocery
Hotel/Motel Lounge Package Shop Private Club Other:
9. License is for: Pouring Retail Sunday Sale Retail Alcohol Caterer Wholesale

10. Type: ☐ Beer ☐ Wine ☐ Liquor

Affidavit of Applicant

By signing below, I hereby authorize any agent/representative of Chatham County to conduct a non-criminal background check to operate within Unincorporated Chatham County limits, and certify that I am the person authorized by the business herein named to file this application, including accompanying documents. I further certify that all statements and information provided on and with this application are true, correct and complete.

this application are true, correct and complete.
Janes and
Signature of Applying Applicant
TEAC CARRENT TO THE CONTRACT OF THE CONTRACT O
Sworn to and subscribed before me this
Day of HUGUT, 20 23
Under of Thele
Notary Public (SEAL)
SERVICE COOLS

Zoning: This location als als NOT properly zoned for the proposed business use. Zoning District
Zoning Administrator: Wolfonda Wadney Date: 8 12 2023

Fire Prevention: This proposed business & location: ☑Does □Does NOT meet the Chatham County Alcoholic Beverage
Ordinance. Occupancy Load
Fire Inspector Thomas Well Date: 8/25/23

Police Approval: Distance to nearest School: 3496 St Church 4274 84
Type of Neighborhood: ☐ Residential ☐ Commercial Number of similar establishments in vicinity:
Will traffic be a factor: [] Yes [No
If Yes, explain:
Previous Police Department Complaints: ☐ Yes ☐ No GBI Background Record: ☐ Yes ☐ No
If Yes, explain:
The applicant and/or business: 😭 Is □ Is NOT approved by CCPD.
Police Department: C. J. O. Frynn Non Date: 8/24/2027
Date. To the
Λ ο
Alcoholic Beverage License # HDL District



AGENDA ITEM: 10.11

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a new beer, wine and liquor pouring license for 2023. Petitioner: Anthony Debreceny d/b/a CQ Portside located at 301 N. Lathrop Avenue, Savannah, GA 31415. [District 3.]

BACKGROUND:

Mr. Debreceny requests approval for a new beer, wine and liquor pouring license in connection with a new restaurant. The business at this location meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. The application was reviewed by the Police Department for compliance of the applicant and site distance requirements and approved.
- 2. The returned application was reviewed by Building Safety. The County Fire Inspector inspected the site for compliance and approved the facility.
- 3. The applicant and business meet the requirements of the Chatham County Alcoholic Beverage Ordinance.
- 4. The applicant has been notified in writing of the date and time of the hearing.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

ALTERNATIVES:

- 1. Board approve requests approval for a new beer, wine and liquor pouring license for 2023 for CQ Portside located at 301 N. Lathrop Avenue, Savannah, GA 31415.
- 2. Board deny requests approval for a new beer, wine and liquor pouring license for 2023 for CQ Portside located at 301 N. Lathrop Avenue, Savannah, GA 31415.

POLICY ANALYSIS:

Section 17-110 provides the Board of Commissioners the authority to grant a license of the Alcoholic Beverage Ordinance.

RECOMMENDATION:

Staff recommends approval of Alternative 1

#K: CQ Portside.BWL2023

Gregori Anderson	Completed	08/29/2023 3:47 PM
Danielle Hillery	Completed	08/30/2023 9:28 AM
Michael A. Kaigler	Pending	
Board of Commissioners	Pending	09/08/2023 9:30 AM

#K: CQ Portside.BWL2023 (6028 : CQ Portside - New Beer, Wine & Liquor License)

CHATHAM COUNTY



DEPARTMENT OF BUILDING SAFETY & REGULATORY SERVICES

1117 Eisenhower Drive, Suite D, Savannah, Georgia 31406
Phone: 912-201-4313 | Fax: 912-201-4301 | https://buildingsafety.chathamcountyga.gov/

Application for Alcoholic Beverage Certificate Application must be fully completed before processing. Please type or print clearly with a ballpoint pen. All alcohol licenses expire on
December 31st of the year issued. Report any changes of location/mailing address promptly to the Occupational Tax Division.
1. Date of Application: <u>5/31/23</u> Calendar Year: <u>2023</u>
2. Type of Certificate: Renewal Property Identification Number (PIN): 10538 01001
4. Applying Applicant's Information: Name: Anthony Debreceny
Your relationship with this business: ☐ Manager ☐ Officer ☐ Registered Agent ☐ Sole Owner
Residence:CityState: 6A Zip:
Contact Phone:
Date of Birth: Sex: Social Security/Fed. Tax I.D.#:
Driver's License NumberState: 6A Georgia Sales Tax I.D. #_
Have you ever been arrested? YES NO If Yes, give date and offense:
U.S Citizen: □YES □NO Legal Alien: ☑YES □NO Alien Registration (residency card) must be provided.
5. Business Information: Advertised Business Name: QQ PortSide 314/5
Business Address: 301 N Lauhap Ave
Business Phone: 912-224-1245 Other Phone: Email: accounts Savann
Corporation Name: Nerrikimbe HC. Mailing Address: 143 Bull St, 2nd allow, Strange State: 6A zip Code 31401
Mailing Address: 143 Bull St, 2nd 1200 State: 6A Zip Code 31401
6. Has alcohol been sold or served at this location previously? Wes □No I Yes, Previous License No. Unknown
7. Will your establishment provide "LIVE" entertainment? Yes No
If Yes, explain:
Business hours of operation: M-F 9-10 Saturday 9-10 Sunday 9-10
8. Type of Business (check all that apply):
Eating Establishment Restaurant Convenience Store Super Market/Grocery
Hotel/Motel Lounge Package Shop Private Club Other:
9. License is for: Pouring Retail Sunday Sale Retail Alcohol Caterer Wholesale CEIVED

10. Type:≤

Beer □ Wine □ Liquor

*ALL

AUG 17 2023

Dept. of Building Safety & Regulatory Services

Affidavit of Applicant

By signing below, I hereby authorize any agent/representative of Chatham County to conduct a non-criminal background check to operate within Unincorporated Chatham County limits, and certify that I am the person authorized by the business herein named to file this application, including accompanying documents. I further certify that all statements and information provided on and with this application are true, correct and complete.

XIII CON		
Signature of Applying Applicant		
	AND TARY OF ON THE PRINT OF ON OTARY OF ON OTARY OF ON OTARY OF ON OTARY OF OTARY OTARY OF OTARY	
	or mission with	
Sworn to and subscribed before me this	NOTARY DE RY	
6th Day of June , 2023	A PUBLIC & A	
	74.04.01.2012 E	
1111	COUNTY WITH	
Notary Public (SEAL)	"Manualla"	
*******Official Use	Only*********************	*****
	·,	

Zoning: /	**************************************	*****
This location as Is NOT properly zoned for the propose	ed business use. Zoning District	
Zoning Administrator: Moboda Washington		2
Zoning Administrator. Year (A) (D)	Date: <u>823/303</u>	.2
******************************	***************	******
Fire Prevention: This proposed business & location: ☑Does □Does NOT m	and the Obeth of O	
	leet the Chatham County Alcoholic Beverage	je
Ordinance. Occupancy Load 107	. 4	
Fire Inspector: Thomas Well	Date: 8/23/73	
1000000	Date: 3 / 63/ 63	
Police Approval Distance to a service and a	******************	*****
Police Approval: Distance to nearest School: 13.72		
Type of Neighborhood: ☐ Residential ☐ Commercial Nur	mber of similar establishments in vicinity:	
Will traffic be a factor: [] Yes [] No		
If Yes, explain:		
Daniel B. II. D	2PI Pookaround Doored T Vos T N	
If Yes, explain:	GBI Background Record: □ Yes □ No	
The applicant and/or business: Of Is □ Is NOT approved b	y CCPD.	
Police Department:	Date: 8/16/2-0	2
		-
, 1	Juli. <u>-37. 370 s</u>	
Alcoholic Beverage License # ABL	Dietrica 3	



AGENDA ITEM: 10.12

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a new Sunday Sales license for 2023. Petitioner: Anthony Debreceny d/b/a CQ Portside located at 301 N. Lathrop Avenue, Savannah, GA 31415. [District 3.]

BACKGROUND:

Mr. Debreceny requests approval for a new Sunday Sales license in connection with a new restaurant. The business at this location meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. The application was reviewed by the Police Department for compliance of the applicant and site distance requirements and approved.
- 2. The returned application was reviewed by Building Safety. The County Fire Inspector inspected the site for compliance and approved the facility.
- 3. The applicant and business meet the requirements of the Chatham County Alcoholic Beverage Ordinance.
- 4. The applicant has been notified in writing of the date and time of the hearing.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

ALTERNATIVES:

- 1. Board approve requests approval for a new Sunday Sales license for 2023 for CQ Portside located at 301 N. Lathrop Avenue, Savannah, GA 31415.
- 2. Board deny requests approval for a new Sunday Sales Sunday Sales license for 2023 for CQ Portside located at 301 N. Lathrop Avenue, Savannah, GA 31415.

POLICY ANALYSIS:

Section 17-110 provides the Board of Commissioners the authority to grant a license of the Alcoholic Beverage Ordinance.

RECOMMENDATION:

Staff recommends approval of Alternative 1

#L: CQ Portside.SundaySales.2023

Gregori Anderson	Completed	08/29/2023 3:48 PM
Danielle Hillery	Completed	08/30/2023 9:30 AM
Michael A. Kaigler	Pending	
Board of Commissioners	Pending	09/08/2023 9:30 AM



Chatham County ~ Department of Building Safety & Regulatory Services Occupational Tax Division ~ P.O. Box 8161, Savannah, GA 31412-8161 Physical Address: 1117 Eisenhower Drive, Suite D, Savannah GA 31406

Office: 912-201-4300 | Fax 912-201-4301

Website: https://buildingsafety.chathamcountyga.gov/

Sunday Sales Application

Reviewing Agency Identification (ORI): #GA923382Z

Property Identification Number (PIN): 10538 01001	\ Tax Year:2023
Business Name (As Advertised):	de
Corporation Name: Nern Kinibe, LLC	
Business Address: 301 N. Lashrop Au	City State: Azip Code:
Business Phone: 912-224-1245 Email: QCC	onts@schsarannah.c
Name of Applicant: Debrecency Your relationship with this business: Manager - Officer - Reg	nistered Agent ® Sole Owner
Residence:	
•	
Date of Birth: Sex: MRace: W Social Sec	curity/Fed. Tax I.D. #:
Contact/Cell Phone:Email: Date of Birth:Sex:Race:Social Sec Driver's License NumberState:	eorgia Sales Tax I.D. #
Code of Chatham County, Chapter 17, Article I, Alcoholic Be beverages for consumption on the premises in eating establis a.m. and 12:00 midnight on Sunday. Provided that such eating spirits, malt beverages or wine and which derives at least fifty and beverage sales from the sale of prepared meals or food.	hments or inns between the hours of 11:00 g establishment is licensed to sell distilled
An Inn establishment which is licensed to sell distilled spirits, make least 50 percent of its total annual gross income from the rental restaurant within Chatham County shall pay in addition to the reexcise tax of 3% on distilled spirits sold by the drink to Chatham	of rooms for overnight lodging. Each bar or egular license provided by this ordinance, an
All new applications must be approved by the Chatham County ousiness.	Commissioners, before engaging in said
Alcoholic Beverage License # 55 L	ECEIVED District 3
1	AIIG 1 7 2023

AUU I / ZUZS

Sec	tion A. Complete this section for Eating Establishment's ONLY
NEW	BUSINESS: If you are filing this application for a new business.
RENE	EWAL: ☐ If you are filing this application for a renewal of business.
gross currer	ify that I fully intend and expect that the establishment will derive at least 50% of its total annual food and beverage sales income from the sale of prepared meals or food during the remainder of the nt calendar year. It is understood that a Sunday Sales renewal application must be submitted annual linew Sunday Sales applications are subject to approval by the Board of Commissioners.
1.	Is a full kitchen facility (See Section 113 of Chatham County Alcoholic Beverage Ordinance) open
	and operating to prepare food on the premises for serving in the establishment? Yes No
	If No, explain:
2.	Is a specific area of the establishment set aside, set up, operating to serve prepared food on the
	premises? Yes 🗆 No 🗆
	If No, explain:
3.	Does the establishment have a printed or posted menu from which selections for prepared meals
	can be made? Yes ✓ No □
	If No, explain:
4.	Is it understood, acknowledged and agreed that if the County should call upon you to provide
	documentary evidence of any claim made in this affidavit, such evidence will be provided promptly
	and completely? Yes ✓ No □
	If No, explain:
_	
5.	Is it understood and agreed that the accounting records of the eating establishment for which this
	application is being made will be maintained as outlined below and, if requested, made available
	for audit by duly authorized representatives of the County? Yes ✓ No □
	If No, explain:

Failure to maintain such records as outlined below will result in revocation of Sunday Sales License:

- a) A summary of each month's gross receipts categorized as to food, beer, wine, liquor will be maintained and must be supported by individual documented transactions. This summary will be prepared on a timely basis.
- b) Documentary evidence of all food, liquor, beer and wine purchased for resale during the year will be kept on file.
- c) A detailed physical inventory of all food, liquor, beer and wine on hand as of December 31st of each year, and will be performed and documented.
- d) All the above-mentioned accounting records for this establishment shall be maintained in a fashion that is separate and distinct from the accounting records of any other operation or business conducted by the licensee.
- e) All state and federal tax returns and/or regulatory reports along with all supporting documentation will be available for review by County personnel.
- f) All records and documents mentioned above for a particular calendar year shall be kept available for review by County personnel for two years after the end of the calendar year.
- 6. Is it understood and agreed that Chatham County and its authorized agents, employees and representatives have the right to enter upon the premises of applicants and license holders to inspect the premises and determine whether they comply with the Chatham County Alcoholic Beverage Ordinance and this affidavit? Yes ☑ No □

If No,	explain:	
	1.7	_

Sec	tion B.	Complete this section for Inn's ONLY		
NEW	BUSINESS	: ☐ If you are filing this application for a new business.		
RENI	EWAL:	$\hfill \square$ If you are filing this application for a renewal of business.		
bever that a	age sales inco	intend and expect that the establishment will derive at least 50% of its total room rental and ome from the rental of rooms during the remainder of the current calendar year. It is understood lavit completed by applicant must be submitted if authority for Sunday alcoholic beverage sales is at year.		
1.	Is it under	stood, acknowledged and agreed that if the County should call upon you to provide documentary		
		of any claim made in this affidavit, such evidence will be provided promptly and completely?		
	Yes 🗆 No			
	If No, exp	lain:		
2.	Is it under	stood and agreed that the accounting records of the <u>establishment</u> for which this application is e will be maintained as outlined below and, if requested, made available for audit by duly		
	- Al (5)	representatives of the County? Yes □ No □		
	ii No, exp	lain:		
]		summary of each month's gross receipts categorized as to beer, wine, and liquor will be		
		intained and must be supported by individual documented transactions. This summary will be pared on a timely basis.		
		cumentary evidence of all liquor, beer and wine purchased for resale during the year will be kept file.		
		cumentary evidence of room rental income for the calendar year will be on file.		
		detailed physical inventory of all liquor, beer and wine on hand as of December 31st of each year, if will be performed and documented.		
	tha	the above-mentioned accounting records for this establishment shall be maintained in a fashion t is separate and distinct from the accounting records of any other operation or business aducted by the licensee.		
		state and federal tax returns and/or regulatory reports along with all supporting documentation l be available for review by County personnel.		
		records and documents mentioned above for a particular calendar year shall be kept available for iew by County personnel for two years after the end of the calendar year.		
3.		tood and agreed that Chatham County and its authorized agents, employees and representatives		
	have the ri	ght to enter upon the premises of applicants and license holders to inspect the premises and		
	determine v	whether they comply with the Chatham County Alcoholic Beverage Ordinance and this affidavit?		
	Yes □ No □			
	If No, exp	lain:		

AFFIDAVIT CERTIFICATION FOR: ✓ Eating Establishment ☐ Inn

Warning: Any false statement(s) made on this Affidavit shall be grounds for:

- 1. Action to revoke authorization for Sunday Sales license.
- 2. Action to revoke your Alcoholic Beverage license at any time.
- 3. Action to prosecute for swearing to false information.

The undersigned agree, if a license is issued as herein applied for, to comply at all times and observe all the provisions of Chatham County Code Chapter 17- Alcoholic Beverage Ordinance and all Federal and State Statutes and all other laws of this State and the rules and regulations promulgated by the Georgia Department of Revenue. I certify under penalty of law and disqualification of licensure that all statements are true and complete. I hereby authorize any agent/representative of Chatham County to conduct a non-criminal background check to operate within Unincorporated Chatham County limits, and certify that I am the person authorized by the business herein named to file this application, including accompanying documents. I further certify that all statements and information provided on and with this application are true, correct and complete. Solution Provided Provi
NOTARY PUBLIC:
Sworn and subscribed before me this day of August 17 , 2023. My Commission Expires: 02/20
Motory Public AFFIX SEAL MINISON KEL
Motary Public AFFIX SEAL MOTARY AFFIX SEAL MOTARY
TOTARY.

This Business & Location ☑Does □Does Not Meet Local Alcoholic Beverage Ordinance.
Pictures of Kitchen Attached: ☐Yes ☑No
If No, explain: Existing kitchen (72)
Fire Prevention: 8/23/73 Date:



Chatham County ~ Department of Building Safety & Regulatory Services Occupational Tax Division ~ P.O. Box 8161, Savannah, GA 31412-8161 Physical Address: 1117 Eisenhower Drive, Suite D, Savannah GA 31406

Office: 912-201-4300 | Fax 912-201-4301

Website: https://buildingsafety.chathamcountyga.gov/

Sunday Sales Application

Reviewing Agency Identification (ORI): #GA923382Z

Property Identification Number (PIN): 10089 01008 Tax Year: 2023
Business Name (As Advertised): the BAR BAR BAR WH WILMINGTON Corporation Name: 2 SCREAMING 60ATS, LLC
Business Address: 136 JOHLLY MERCER BLVO City SAV State: 6A Zip Code: 31410
Business Phone:Email: \(\frac{15CREAMING 2012CFMAIL.COM}{}\)
Name of Applicant: DAVIO W. THORKE Your relationship with this business: Manager Officer Registered Agent Sole Owner
Residence:City: State: 6A Zip:
Contact/Cell Phone: Email:
Contact/Cell Phone: Email: Date of Birth: Sex: Social Security/Fed. Tax I.D. #:
Driver's License NumberState: bk Georgia Sales Tax I.D. #
Code of Chatham County, Chapter 17, Article I, Alcoholic Beverage Code permits the sale of alcoholic beverages for consumption on the premises in eating establishments or inns between the hours of 11:00 a.m. and 12:00 midnight on Sunday. Provided that such eating establishment is licensed to sell distilled spirits, malt beverages or wine and which derives at least fifty percent (50%) of its total annual gross food and beverage sales from the sale of prepared meals or food.
An Inn establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging. Each bar or restaurant within Chatham County shall pay in addition to the regular license provided by this ordinance, an excise tax of 3% on distilled spirits sold by the drink to Chatham County Finance Department.
'All new applications must be approved by the Chatham County Commissioners, before engaging in said business.
Alcoholic Beverage License #_SSL District RECEIVED CHATHAM COUNTY

Dept. of Building Safety & Regulatory Services

AUG 15 2023

Section A. Complete this section for Eating Establishment's ONLY				
NEW	BUSINESS: X If you are filing this application for a new business.			
RENE	WAL: If you are filing this application for a renewal of business.			
gross curren	fy that I fully intend and expect that the establishment will derive at least 50% of its total annual food and beverage sales income from the sale of prepared meals or food during the remainder of the it calendar year. It is understood that a Sunday Sales renewal application must be submitted annually I new Sunday Sales applications are subject to approval by the Board of Commissioners.			
1.	Is a full kitchen facility (See Section 113 of Chatham County Alcoholic Beverage Ordinance) open			
	and operating to prepare food on the premises for serving in the establishment? Yes No If No, explain:			
2.	Is a specific area of the establishment set aside, set up, operating to serve prepared food on the premises? Yes X No □ If No, explain:			
3.	Does the establishment have a printed or posted menu from which selections for prepared meals can be made? Yes No If No, explain:			
4.	Is it understood, acknowledged and agreed that if the County should call upon you to provide documentary evidence of any claim made in this affidavit, such evidence will be provided promptly and completely? Yes No			
	If No, explain:			
**				
5.	Is it understood and agreed that the accounting records of the <u>eating establishment</u> for which this application is being made will be maintained as outlined below and, if requested, made available			
	for audit by duly authorized representatives of the County? Yes No			
	If No, explain:			

Failure to maintain such records as outlined below will result in revocation of Sunday Sales License:

- a) A summary of each month's gross receipts categorized as to food, beer, wine, liquor will be maintained and must be supported by individual documented transactions. This summary will be prepared on a timely basis.
- b) Documentary evidence of all food, liquor, beer and wine purchased for resale during the year will be kept on file.
- c) A detailed physical inventory of all food, liquor, beer and wine on hand as of December 31st of each year, and will be performed and documented.
- d) All the above-mentioned accounting records for this establishment shall be maintained in a fashion that is separate and distinct from the accounting records of any other operation or business conducted by the licensee.
- e) All state and federal tax returns and/or regulatory reports along with all supporting documentation will be available for review by County personnel.
- f) All records and documents mentioned above for a particular calendar year shall be kept available for review by County personnel for two years after the end of the calendar year.

If No,	explain:			
	Ordinance and this affidavit? Yes X No 🗆			
	the premises and determine whether they comply with the Chatham County Alcoholic Beverage			
	representatives have the right to enter upon the premises of applicants and license holders to inspect			
6.	. Is it understood and agreed that Chatham County and its authorized agents, employees and			

AFFI	DAVIT CERTIFICATION FOR: Z Eating Establishment	□ Inn
Warni 1. 2.	ng: Any false statement(s) made on this Affidavit shall be grounds for: Action to revoke authorization for Sunday Sales license. Action to revoke your Alcoholic Beverage license at any time. Action to prosecute for swearing to false information.	5

The undersigned agree, if a license is issued as herein applied for, to comply at all times and observe all the provisions of Chatham County Code Chapter 17- Alcoholic Beverage Ordinance and all Federal and State Statutes and all other laws of this State and the rules and regulations promulgated by the Georgia Department of Revenue. I certify under penalty of law and disqualification of licensure that all statements are true and complete. I hereby authorize any agent/representative of Chatham County to conduct a non-criminal background check to operate within Unincorporated Chatham County limits, and certify that I am the person authorized by the dusiness herein named to file this application, including accompanying documents. I further certify that all statements and information provided on and with this application are true, correct and complete. Date License Applied For: **NOTARY PUBLIC:** 15th Sworn and subscribed before me this day of My Commission Expires: SALLY B CONNELLY Notary Public - State of Georgia Chatham County My Commission Expires Feb 3, 202 Official Use Only This Business & Location Does Does Not Meet Local Alcoholic Beverage Ordinance. Pictures of Kitchen Attached:

Yes □ No If No, explain 8/23/23

Date: / /



AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a new Sunday Sales license for 2023. Petitioner: David Thorne d/b/a The Bar Bar on Wilmington located at 138 Johnny Mercer Blvd., Savannah GA 31410. [District 4.]

BACKGROUND:

Mr. Thorne requests approval for a new Sunday Sales license in connection with a new restaurant. The business at this location meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. The application was reviewed by the Police Department for compliance of the applicant and site distance requirements and approved.
- 2. The returned application was reviewed by Building Safety. The County Fire Inspector inspected the site for compliance and approved the facility.
- 3. The applicant and business meet the requirements of the Chatham County Alcoholic Beverage Ordinance.
- 4. The applicant has been notified in writing of the date and time of the hearing

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

ALTERNATIVES:

- 1. Board approve request for a new Sunday Sales license for The Bar Bar on Wilmington located at 138 Johnny Mercer Blvd., Savannah GA 31410.
- 2. Board deny request for a new Sunday Sales license for The Bar Bar on Wilmington located at 138 Johnny Mercer Blvd., Savannah GA 31410.

POLICY ANALYSIS:

Section 17-110 provides the Board of Commissioners the authority to grant a license of the Alcoholic Beverage Ordinance.

RECOMMENDATION:

Staff recommends approval of Alternative 1.

#M: The Bar Bar Sunday Sales.2023

Gregori Anderson Completed 08/31/2023 11:45 AM
Danielle Hillery Completed 08/31/2023 2:15 PM

Michael A. Kaigler Pending

Board of Commissioners

Pending

09/08/2023 9:30 AM



Chatham County ~ Department of Building Safety & Regulatory Services Occupational Tax Division ~ P.O. Box 8161, Savannah, GA 31412-8161 Physical Address: 1117 Eisenhower Drive, Suite D, Savannah GA 31406

Five he ra

Office: 912-201-4300 | Fax 912-201-4301

Website: https://buildingsafety.chathamcountyga.gov/

Sunday Sales Application

Reviewing Agency Identification (ORI): #GA923382Z

Property Identification N	umber (PIN): 10089	101008	Tax Year: <u>2023</u>
Business Name (As Adv	ertised): the BAR	BAR ON WILMI	Meray
Corporation Name: 1	SCREAMING 60	DATS, LLC	
Business Address: 13	& JOHLLLY MERI	CER BLVD CITY SAN	State: LA Zip Code: 31410
Business Phone:		Email: 25CREAMIN	BBOATS 2022 E BMAIL.COM
Name of Applicant: Your relationship with th	AVID W. THORKE	Officer Registered	Agont Mala O
Residence:	- E2 _	City	State: 6A Zip:
Contact/Cell Phone.		Email:	State:Zip:
Date of Birth:	Sex: N Race: V	N Social Security/Fo	d Tay I D #
Driver's License Number	_	State: bl Georgia Sa	ales Tax I.D. #
a.m. and 12:00 midnight	ion on the premises in on Sunday. Provided r wine and which deriv	eating establishments that such eating establ es at least fifty percent	Code permits the sale of alcoholic or inns between the hours of 11:00 ishment is licensed to sell distilled (50%) of its total annual gross food
least 50 percent of its total	al annual gross income n County shall pay in a	from the rental of room	rages, or wines and which derives at s for overnight lodging. Each bar or ense provided by this ordinance, an Finance Department.
*All new applications must business.	be approved by the Ch	atham County Commiss	ioners, before engaging in said
Alcoholic Beverage Licens	e#_ <u>SSL</u>		PECEIVED CHATHAM COUNTY

Dept. of Building Safety & Regulatory Services

AUG 15 2023

Sect	ion A.	Complete this section for Eating Establishment's ONLY
NEW	BUSINESS:	X If you are filing this application for a new business.
RENEWAL:		If you are filing this application for a renewal of business.
curren	t calendar yea	intend and expect that the establishment will derive at least 50% of its total annual erage sales income from the sale of prepared meals or food during the remainder of the ar. It is understood that a Sunday Sales renewal application must be submitted annually Sales applications are subject to approval by the Board of Commissioners.
1.	and operating	nen facility (See Section 113 of Chatham County Alcoholic Beverage Ordinance) opening to prepare food on the premises for serving in the establishment? Yes No
2.	premises?	area of the establishment set aside, set up, operating to serve prepared food on the Yes X No in:
3.	can be made	rablishment have a printed or posted menu from which selections for prepared meals Property No Pr
4.	Is it understoned documentary and complete	ood, acknowledged and agreed that if the County should call upon you to provide vevidence of any claim made in this affidavit, such evidence will be provided promptly ely? Yes No
	application is	od and agreed that the accounting records of the <u>eating establishment</u> for which this being made will be maintained as outlined below and, if requested, made available uly authorized representatives of the County? Yes No

Failure to maintain such records as outlined below will result in revocation of Sunday Sales License:

- a) A summary of each month's gross receipts categorized as to food, beer, wine, liquor will be maintained and must be supported by individual documented transactions. This summary will be prepared on a timely basis.
- b) Documentary evidence of all food, liquor, beer and wine purchased for resale during the year will be kept on file.
- c) A detailed physical inventory of all food, liquor, beer and wine on hand as of December 31st of each year, and will be performed and documented.
- d) All the above-mentioned accounting records for this establishment shall be maintained in a fashion that is separate and distinct from the accounting records of any other operation or business conducted by the licensee.
- e) All state and federal tax returns and/or regulatory reports along with all supporting documentation will be available for review by County personnel.
- f) All records and documents mentioned above for a particular calendar year shall be kept available for review by County personnel for two years after the end of the calendar year.
- 6. Is it understood and agreed that Chatham County and its authorized agents, employees and representatives have the right to enter upon the premises of applicants and license holders to inspect the premises and determine whether they comply with the Chatham County Alcoholic Beverage Ordinance and this affidavit? Yes X No

f No, explain	
i No, explain	

AFFIDAVIT CERTIFICATION FOR: Veating Establishment Inn

Warning: Any false statement(s) made on this Affidavit shall be grounds for:

- 1. Action to revoke authorization for Sunday Sales license.
- 2. Action to revoke your Alcoholic Beverage license at any time.
- 3. Action to prosecute for swearing to false information.

of Chatham County Code Chapter 17- Alcoholic Beverage Ordinance and all Federal and Stalaws of this State and the rules and regulations promulgated by the Georgia Department of penalty of law and disqualification of licensure that all statements are true and complete agent/representative of Chatham County to conduct a non-criminal background check to opera Chatham County limits, and certify that I am the person authorized by the pusiness herein nam including accompanying documents. I further certify that all statements and information prapplication are true, correct and complete.	nte Statutes and all other Revenue. I certify under I hereby authorize any nte within Unincorporated
Date License Applied For: Applicant's Signature	
Notary Public SALLY B CONNELLY Notary Public - State of C Chatham County My Commission Expires Feb	eorgia
**************************************	the trief
This Business & Location Does Does Not Meet Local Alcoholic Beverage O Pictures of Kitchen Attached: Yes No If No, explain:	rdinance.
Fire Prevention: State: Stat	23_



AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a permit to dispense alcoholic beverages for a special event in Chatham County on Saturday, September 09, 2023. Petitioner: Linda Brown hosting a 20th Anniversary Celebration to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]

BACKGROUND:

Ms. Brown requests approval for a temporary beer, wine and liquor pouring license in connection with a anniversary celebration. The special event meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. A 20th Anniversary Celebration, through applicant Linda brown has requested for approval to dispense alcohol at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). The applicant has the intent to dispense alcoholic beverage(s) at the event.
- 2. Section 17-201 of the Chatham County Business/Occupational Tax Ordinance requires approval of the Board of Commissioners to dispense alcoholic beverages on any County-owned property or within any County-owned building or facility.
- 3. The ordinance grants the Board of Commissioners discretion to allow the consumption of alcoholic beverages in conjunction with a special event held any County-owned property or within any County-owned building or facility.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

ALTERNATIVES

- 1. Board approve request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for 2023 for a 20th Anniversary Celebration to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).
- 2. Board deny request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for 2023 for a 20th Anniversary Celebration to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).

POLICY ANALYSIS:

The Alcoholic Beverages Code prohibits the sale, possession or consumption of alcoholic beverages any County-owned property or within any County-owned building or facility without approval of the Board of Commissioners.

RECOMMENDATION:

Staff recommends approval of Alternative 1

Gregori Anderson Completed 08/31/2023 11:47 AM
Danielle Hillery Completed 08/31/2023 2:12 PM

Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a permit to dispense alcoholic beverages (beer, wine and liquor) for a special event in Chatham County on Saturday, October 28, 2023. Petitioner: Bernard Bennett hosting a 40th Birthday Party to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]

BACKGROUND:

Mr. Bennett requests approval for a temporary beer, wine and liquor pouring license in connection with a birthday party. The special event meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. A 40th Birthday Party, through applicant Bernard Bennett has requested for approval to dispense alcohol at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). The applicant has the intent to dispense alcoholic beverage(s) at the event.
- 2. Section 17-201 of the Chatham County Business/Occupational Tax Ordinance requires approval of the Board of Commissioners to dispense alcoholic beverages on any County-owned property or within any County-owned building or facility.
- 3. The ordinance grants the Board of Commissioners discretion to allow the consumption of alcoholic beverages in conjunction with a special event held any County-owned property or within any County-owned building or facility.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

ALTERNATIVES

- 1. Board approve request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for 2023 for a 40th Birthday Party to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).
- 2. Board deny request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for 2023 for a 40th Birthday Party to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).

POLICY ANALYSIS:

The Alcoholic Beverages Code prohibits the sale, possession or consumption of alcoholic beverages any County-owned property or within any County-owned building or facility without approval of the Board of Commissioners.

RECOMMENDATION:

Staff recommends approval of Alternative 1

Gregori Anderson	Completed	08/29/2023 3:37 PM
Danielle Hillery	Completed	08/30/2023 9:32 AM
Michael A. Kaigler	Pending	

Michael A. Kaigler

Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a Special Event Alcoholic Beverage permit for October 20, 2023. Petitioner: Penelope K. Lightfoot d/b/a Abilities Unlimited, Inc., to be held at Forest City Gun Club, located at 9203 Ferguson Dive, Savannah, Georgia 31406. [District 1.]

BACKGROUND:

Ms. Lightfoot requests approval for a beer, wine, and liquor pouring license in connection with a special event. This is an annual event and meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. Abilities Unlimited, Inc., through Penelope K. Lightfoot has filed a Special Event Application for a fundraiser to be held at Forest City Gun Club, located at 9203 Ferguson Dive, Savannah, Georgia 31406. The applicant has the intent to dispense alcoholic beverages (beer, wine & liquor) at this event.
- 2. The application was reviewed by the Police Department for compliance of the applicant and site distance requirements and approved.
- 3. The returned application was reviewed by Building Safety. The County Fire Inspector inspected the site for compliance and approved the facility.
- 4. The applicant and business meet the requirements of the Chatham County Alcoholic Beverage Ordinance.
- 5. The applicant has been notified in writing of the date and time of the hearing.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

BLUEPRINT ALIGNMENT:

N/A

ALTERNATIVES:

- 1. Board approve request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for 2023 for Abilities Unlimited, Inc., to be held at Forest City Gun Club, located at 9203 Ferguson Dive, Savannah, Georgia 31406.
- 2. Board deny request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for 2023 for Abilities Unlimited, Inc., to be held at Forest City Gun Club, located at 9203 Ferguson Dive, Savannah, Georgia 31406.

POLICY ANALYSIS:

Section 17-110 provides the Board of Commissioners the authority to grant a license of the Alcoholic Beverage Ordinance.

RECOMMENDATION:

Staff recommends approval of Alternative 1.

#N: Abilities.ABL.2023

#O: Abilities.SE.2023

Gregori Anderson Completed 08/31/2023 11:46 AM Danielle Hillery Completed 08/31/2023 2:14 PM

Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM

CHATHAM COUNTY



DEPARTMENT OF BUILDING SAFETY & REGULATORY SERVICES

1117 Eisenhower Drive, Suite D, Savannah, Georgia 31406
Phone: 912-201-4313 | Fax: 912-201-4301 | www.buildingsafety.chathamcountyga.gov

Special Event Temporary Alcoholic Beverage Application

1. Date of Application: 76 3 Calendar Year: 2003
2. Property Identification Number (PIN) of Event: 1-6442 - 004
3. Applying Applicant / Responsible Person Information:
Name: Penelope K. Lighttoot
Name: Penelope K. Light Foot Residence:
Contact Phone: 113-653-6001 Cell Phone Email:
Date of Birtt Sex: F Race: C Social Security/Fed. Tax I.D.#
Driver's License Number State: 6A Georgia Sales Tax I.D. #
Have you ever been arrested? YES INO If Yes, give date and offense:
4. Business / Organization Information:
Name of Business / Organization: Abilities Unlimited IINC
Physical Business / Organization Address: 7232 Varnedoe DRcity54v State6A Zip: 31406
Business Phone: 912-65-6387 Other Phone: YA Email:
5. Date of Event: 10/20/23 to 10/20/23 Event Hours: 12:00pm to 10:00pm 6. Type of Event: Sporting Clay Shoot fund raises & AFTER dinner and
6. Type of Event: Sporting Clay Shoot fund raises & AFTER dinner and
6. Type of Event: Sporting Cary Shoot Garage Sav. GA 31406 SILENT QUE Location of Event: 9003 Ferguson Ave Sav. GA 31406 SILENT QUE
7. Type of Alcohol to be served at event: Beer Wine Liquor
8. Temporary Permit is for: Pouring Retail
9. Wholesaler(s) Name & Address of Alcoholic Beverage Provider Delivering for Event: SAVANAH DISTRIBUTING CO DNC 2425W GWINNETT
NOTE: Georgia sales tax must be remitted to the state on all sales at this event. Mixed Drink Tax (liquor) must be remitted to Chatham County Finance Department.
By signing below, I hereby authorize any agent/representative of Chatham County to conduct a non-criminal background check to operate

By signing below, I hereby authorize any agent/representative of Chatham County to conduct a non-criminal background creck to operate within Unincorporated Chatham County limits, and certify that I am the person authorized by the business herein named to file this application, including accompanying documents. I further certify that all statements and information provided on and with this application are true, correct and complete.

Perelone K fight fort

RECEIVED

JUL 12 2023

Dept. of Building Safety & Regulatory Services

Payment: □ Cash ☑ Credit Cash □ Check/M.O. #	Receipt # 22587		
**************************************	**************************************		
Chatham County:			
This proposed Temporary alcohol ⊿Does □Does NOT meet the Ordinance.			
Fire Inspector: Thomas Wreff D	ate: 7/7/23 Occupancy Load		
***************************************	*******************************		
Police Approval:			
Any previous complaints from CCPD: □Yes □No Criminal If so, explain:	Background Record: ☐ Yes ☐ NO		
This business and/or applicant: A Is NOT approved by CC	PD.		
Police Department: Cd. D. Jul	Date: 7/7/1023		
ABT Permit # SEA 23192	District		



CHATHAM COUNTY

DEPARTMENT OF BUILDING SAFETY
AND REGULATORY SERVICES
P.O. Box 8161

Savannah, GA 31412-8161 912-201-4300 | Fax 912-201-4301 buildingsafety.chathamcountyga.gov



Clifford Bascombe, CBO Assistant Director

Gregori S. Anderson, CBO Director

APPLICATION FOR PARADE OR PUBLIC ASSEMBLY PERMIT

NAME OF ORGANIZATION: Abilities Unlimited, INC

NAME OF EVENT: LAWYERS, GUNS & MONEY Sporting CLAY Shoot & After PAR

ADDRESS OF EVENT: 92 63 Fergyson CITY: SAV ST.GA ZIP: 31406

P.I.N # OF LOCATION: 1 - 0443 - 03 - 004

REPRESENTATIVE OF ORGANIZATION: (COPY OF VALID STATE IDENTIFICATION REQUIRED)

NAME: Pene Lope K. Lightfoot PHONE: 912 660-6914

ORGANIZATION ADDRESS: :] 232 VATREDOE DIVE

CITY: SAV ST: GA ZIP: 31406 EMAIL:

I understand it shall be unlawful to conduct any parade or public assembly, either fixed or processional, over, upon, or burdening the public properties of Chatham County, Georgia, or employing facilities thereon, without first receiving a permit from the County Manager after application made and approved according to the requirements set out.

Public assembly means any meeting, demonstration, picket line, rally or gathering of persons for a common purpose as a result of prior planning that interferes with the normal flow or regulation of pedestrian or vehicular traffic or occupies any public area in a place open to the general public.

If the applicant is an association of persons in fact or in law, the application shall contain a description of the entity; the name of said entity, if named; the registered or recognized address of the entity; the name of the person making the application on behalf of the entity; such person's relationship to said entity; and some demonstration or recitation of the authority of the person making the application to act on behalf of the entity and the names, addresses and phone numbers of the Corporate or Executive Officers of said entity.

Where a parade or public assembly is conducted on, over, or upon, or burdening public properties, or employing the facilities thereon, which is also to substantially involve or take place partly or wholly upon private property with the consent of the owner(s) thereof, such owner(s) or their authorized representatives must join as an applicant for any permit for such event.

The person or persons associated in fact, whether or not legally recognized entity, who wish to conduct such parade or public assembly shall apply to the County Manager for a permit. Together with any supplementary information as may be required this application shall be filed with the County Manager not less than 10 days prior to the parade or public assembly to ensure proper processing. The permit will be issued only after approval by the concerned departments listed below.

RECEIVED CHATHAM COUNTY

JUL 12 2023

Dept. of Building Safety & Regulatory Services A plan must be submitted and must include the following information about the parade or public assembly event (attach extra sheet as necessary):

i.	The anticipated number of persons participating on foot, number of units, number and construction of floats;
ii.	The date or dates; 10(20/23
iii.	The hours of each day the event will be conducted; 13:00 pm - 10:00 pm
iv.	The exact location, or, if the parade or public assembly is processional or mobile, the route, the assembly area and the dispersal area. If the parade or public assembly is to pass thru, use or impact the use of any city park or square a separate application must be submitted in addition;
٧.	Location of event: FOSE OST City Gun Club
	Route map: (Required for approval) 9203 FERGUSON AVE SAVANNAH GA 31406
vi.	Whether sound amplification equipment will be employed, the hours it will be employed, and, if so, applicant must obtain permit pursuant to Chatham County Code, Chapter 24, Article III, "Noise Control Ordinance," as applicable;
vii.	Whether artificial lighting will be employed; NA
/iii.	Whether temporary static structures will be employed, and if so, a complete description (including measurements) of the structure; \bowtie
ix.	Whether vehicles will be employed, and if so, a description of each vehicle that will be used and how it will be used (attach sheet as necessary); NA
х.	A description of the anticipated need for safety, police, medical, sanitation, and other required personnel and equipment, with the anticipated needed numbers and posting by location and time of personnel needed;
d.	A description of provisions necessary to the safety and welfare of the participants in the parade or public assembly and members of the public in the area where the parade or public assembly will be conducted and routes of access thereto and there from;

xii.	A description of measures that will be taken to ensure public health and sanitation to;
xiii.	Whether the parade or public assembly will require that the public spaces or facilities to be used of burdened, or the routes and means of access thereto and there from, be temporarily diverted from their dedicated or customary uses, or the public or private users thereof by diverted or excluded from or limited in their use or enjoyment of, or their access to or through, said spaces or facilities, before the parade or public assembly;
xiv.	A disclosure as to whether the applicant or entity for whom the application is being made has in the past conducted or participated in an event of a substantially similar nature to that which is the subject of the application, and, if so, where and when such prior event(s) took place, and whether as a result of such event(s) the applicant or entity became subject, whether or not then operating under the same name, as plaintiff or defendant, of any legal action, civil, criminal or administrative;
xv.	A disclosure as to whether applicant or entity for whom the application is made has defaulted upon or is in arrears as to any judgment, civil, criminal, or administrative rendered against applicant or entity, whether or not then operating under the same name, as a result of participation in any prior event(s) of a substantially similar nature to that which is the subject of the instant application, and if so, a description of said judgment or order and an explanation for non-compliance; and
xvi.	An indemnification and hold harmless agreement in favor of Chatham County, Georgia, its elected officials, officers, agents, and employees, in a form satisfactory to the County Attorney (attached).
Pe	SSION IS HEREBY REQUESTED TO HOLD THE ABOVE PARADE OR PUBLIC ASSEMBLY IN CHATHAM TY, GEORGIA OR ON PROPERTY OF CHATHAM COUNTY, GEORGIA: TILLIAN TABLE SIGNATURE DATE SIGNED
	CityST ZIP

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Undersigned hereby indemnifies, defends and holds harmless CHATHAM COUNTY, GEORGIA, its Commissioners, officers, employees, agents, successors and assigns, from and against any and all liabilities, damages, costs, expenses, causes of action, suits, demands, judgments and claims of any nature whatsoever arising from, by reason of, or in connection with illness, injury, death or damage to property which occurred, grew out of, was incident to, or was directly or indirectly caused by the Undersigned's use or occupancy of public property or facilities of Chatham County, Georgia. The Undersigned agrees to reimburse or make good any and all losses, damages or costs that Chatham County may have to pay if litigation arises out of said losses or damages to person or property. The Undersigned further accepts responsibility for any and all damage to any person or property which was damaged as a result of the Undersigned's use or occupancy of public property or facilities of Chatham County, Georgia.

The above indemnification and hold harmless agreement has been read and understood by the Undersigned and its contents are fully understood.

IN WITNESS WHEREOF, Thave hereunto set hand(s) and seal(s), this 57h day of

Sworn to and subscribed before me, this 5th day of_

Notary Public

MELISSA VELEZ NOTARY PUBLIC Chatham County State of Georgia My Comm. Expires Nov. 2, 2026

My Commission Expires: NOV 2, 2026

[SEAL]

SPECIAL EVENT FEES:

PERMIT \$100.00 per day

APPLICATION \$25.00 (NON-REFUNDABLE)

VENDOR FEE:

VENDOR PERMIT \$10.00 per day

SPECIAL EVENT ALCOHOLIC BEVERAGE FEES:

APPLICATION AD

\$25.00 (NON-REFUNDABLE)

\$15.00 (NON-REFUNDABLE)

GBI BACKGROUND \$45.00 (NON-REFUNDABLE)

POLICE ADMIN.

\$ 5.00 (NON-REFUNDABLE)

Beer

\$100.00 per day

Wine

\$100.00 per day

Liquor

\$100.00 per day

SUBMIT APPLICATION:

In Office: 1117 Eisenhower Drive, Suite D

Savannah, Georgia 31406

*Checks, credit cards or money orders accepted made payable to Chatham County. Cashier closes at 4pm. (INCLUDE ALL APPLICABLE FEES)

By Mail: Department of Building Safety & Regulatory Services

Attn: Occupational Tax

P.O. Box 8161 Savannah, GA 31412

APPLICATION REVIEW OF REQUEST TO YES { y or NO { } IF NO, EXPLAIN	HOLD THE ABOVE EVENT IN CHATH	AM COUNTY, GEORGIA:
THE APPROVED LOCATION / ROUTE OF	THE PARADE(explain and/or attach m	
· · · · · · · · · · · · · · · · · · ·		
THE EVENT IS TO CONSIST OF: $\frac{SPor}{D(n)}$	TING CLAY SHOOT	Fundraiser tion
EXTRA DUTY OFFICERS NEE	DED: YES {} NO HOW MANY?	
DATE:	ARRIVAL TIME:	A.M. { } P.M. { }
Beginning Time: A.M. { } P.M	M. {} Ending Time:	A.M. { } P.M. { }
NOTE: CHATHAM COUNTY POLICE DE AGREED UPON PRIOR TO THE EVENT PROVIDING ANY DETAILS OF THE EVENT THE INFORMATION CONTAINED IN THE PER GEORGIA. ANY CHANGES IN THE DATE, TIME ADVANCE. THIS PERMIT IS TO BE CARRIED BY Police Department Fire Inspector/Director Building Safety and Regulatory Services	PARTMENT EXTRA-DUTY OFFICERS AND ARE NOT RESPONSIBLE FOR STOPARTICIPANTS IN RUNS, WALK MIT HAS BEEN SUBMITTED TO AND AIR COMPOSITION, AND/OR ROUTE OF THE	WILL BE PAID THE AMOUNT OR ADVISING DIRECTIONS OR S, RACES, ETC. PPROVED BY CHATHAM COUNTY, E PARADE MUST BE APPROVED IN
Public Works	Approved	7-17-2023 Date
Parks & Recreation Quille County Manager	Approved Approved	Date N/A Date Date
Chief of Navigation, Mgmt. Branch	Approved Approved	Date N / N

CC:

Police Dept. Southside Fire Dept. Chief of Navigation Applicant Public Works
Parks and Recs.
Director Building Safety and Regulatory Services



AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a permit to dispense alcoholic beverages (beer and liquor) for a special event in Chatham County on Saturday, September 23, 2023. Petitioner: Markisha Pinckney hosting a wedding and wedding reception to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]

BACKGROUND:

Ms. Pinckney requests approval for a temporary alcohol (beer and liquor) pouring license in connection with a wedding reception. The special event meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. A Wedding and Reception, through applicant Markisha Pinckney has requested for approval to dispense alcohol at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). The applicant has the intent to dispense alcoholic beverage(s) at the event.
- 2. Section 17-201 of the Chatham County Business/Occupational Tax Ordinance requires approval of the Board of Commissioners to dispense alcoholic beverages on any County-owned property or within any County-owned building or facility.
- 3. The ordinance grants the Board of Commissioners discretion to allow the consumption of alcoholic beverages in conjunction with a special event held any County-owned property or within any County-owned building or facility.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

<u>ALTERNATIVES</u>

- 1. Board approve request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for Saturday, September 23, 2023, for a wedding and wedding reception to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).
- 2. Board deny request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for Saturday, September 23, 2023, for a wedding and wedding reception to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).

POLICY ANALYSIS:

The Alcoholic Beverages Code prohibits the sale, possession or consumption of alcoholic beverages any County-owned property or within any County-owned building or facility without approval of the Board of Commissioners.

RECOMMENDATION:

Staff recommends approval of Alternative 1

Gregori Anderson Completed 08/29/2023 3:40 PM
Danielle Hillery Completed 08/30/2023 9:32 AM
Michael A. Kaigler Pending
Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board approval for a permit to dispense alcoholic beverages (beer, wine, and liquor) for a wedding and reception in Chatham County on Saturday, September 30, 2023. Petitioner: Angela Royal hosting a wedding and wedding reception to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]

BACKGROUND:

Ms. Royal requests approval for a temporary alcohol (beer, wine, and liquor) pouring license in connection with a wedding reception. The special event meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. A Wedding and Reception, through applicant Angela Royal has requested for approval to dispense alcohol at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). The applicant has the intent to dispense alcoholic beverage(s) at the event.
- 2. Section 17-201 of the Chatham County Business/Occupational Tax Ordinance requires approval of the Board of Commissioners to dispense alcoholic beverages on any County-owned property or within any County-owned building or facility.
- 3. The ordinance grants the Board of Commissioners discretion to allow the consumption of alcoholic beverages in conjunction with a special event held any County-owned property or within any County-owned building or facility.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

<u>ALTERNATIVES</u>

- 1. Board approve request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for Saturday, September 30, 2023, for a wedding and wedding reception to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).
- 2. Board deny request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for Saturday, September 30, 2023, for a wedding and wedding reception to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).

POLICY ANALYSIS:

The Alcoholic Beverages Code prohibits the sale, possession or consumption of alcoholic beverages any County-owned property or within any County-owned building or facility without approval of the Board of Commissioners.

RECOMMENDATION:

Staff recommends approval of Alternative 1

Gregori Anderson Completed 08/29/2023 3:38 PM
Danielle Hillery Completed 08/30/2023 9:32 AM
Michael A. Kaigler Pending
Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Gregori Anderson, Director, Building Safety and Regulatory Services

ISSUE:

Request Board confirmation for a permit to dispense alcoholic beverages for a special event in Chatham County on Saturday, August 19, 2023. Petitioner: Sharon Betterson hosting a 50th Birthday Party to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). [District 2.]

BACKGROUND:

Mr. Betterson requests confirmation for a temporary liquor pouring license in connection with a birthday party. The special event meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS:

- 1. A 50th Birthday Party, through applicant Sharon Betterson has requested for confirmation to dispense alcohol at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex). The applicant has the intent to dispense alcoholic beverage(s) at the event.
- 2. Section 17-201 of the Chatham County Business/Occupational Tax Ordinance requires approval of the Board of Commissioners to dispense alcoholic beverages on any County-owned property or within any County-owned building or facility.
- 3. The ordinance grants the Board of Commissioners discretion to allow the consumption of alcoholic beverages in conjunction with a special event held any County-owned property or within any County-owned building or facility.

BLUEPRINT ALIGNMENT:

Quality of Life: Goal 4 - Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

N/A

ALTERNATIVES

- 1. Board confirm request for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for 2023 for a 50th Birthday Party to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).
- 2. Board deny confirmation for permit to allow the dispensing and consumption of alcoholic beverages in conjunction with the requested special event for 2023 for a 50th Birthday Party to be held at 413 W. Wayne Street, Savannah, GA 31401 (Dr. Priscilla D. Thomas Multipurpose Annex).

POLICY ANALYSIS:

The Alcoholic Beverages Code prohibits the sale, possession or consumption of alcoholic beverages any County-owned property or within any County-owned building or facility without approval of the Board of Commissioners.

RECOMMENDATION:

Staff recommends approval of Alternative 1

Gregori Anderson Completed 08/31/2023 11:44 AM
Danielle Hillery Completed 08/31/2023 2:16 PM

Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA DATE: September 08, 2023

Robert S. Mason

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Robin Maurer, Purchasing Director

ISSUE:

Request Board approval to award bids as follows: (Please note that purchase thresholds of \$25,000 or more have been enacted: however, contract and change orders of a lesser amount still will appear.)

<u>ITEM</u>	DEPT.	SOURCE	AMOUNT	<u>FUNDING</u>
A. Annual license fees for Marshall & Swift cost data software	Board of Assessor's	Tyler Technologies, Inc. Dallas, TX www.tylertech.com	\$39,847	General Fund/M&O – Board of Assessor's
B. Annual license fee for real estate property research website service	Board of Assessor's	Schnieder Geospatial, LLC Indianapolis, IN www.schneidergis.com	\$27,012	General Fund/M&O – Board of Assessor's
C. Professional engineering services contract for the State Route 204 Corridor Study	Engineering	Vanasse Hangen Brustlin, Inc. (VHB) Atlanta, GA www.vhb.com	\$329,085	SPLOST (2020- 2026) – SR 204 Access
D. Construction contract for the 2023 Pavement Resurfacing Project	Engineering	APAC-Atlantic, Inc. Savannah, GA www.apacatlantic.com	\$5,998,592	•SPLOST (2014- 2020) – Roadway Resurfacing •SPLOST (2020- 2026) – Roadway Resurfacing •CIP – Public Works •Thunderbolt Reimbursement

<u>ITEM</u>	DEPT.	SOURCE	AMOUNT	<u>FUNDING</u>
E. Purchase a replacement boiler for the Chatham County Detention Center	Sheriff's	Premier Boiler & Combustion, LLC Ringgold, GA www.premierboilerand combustion.com	\$194,985	TBD
F. Board confirmation of emergency procurement of a replacement sewer lift grinder assembly for the Chatham County Detention Center	Sheriff's	JWC Environmental Santa Ana, CA www.jwce.com	\$26,545	General Fund/M&O – Detention Center
G. Purchase of one (1) camera van for the Engineering Department	Fleet Operations	Blackstone Tower Partners, LLLC DBA Draxxon McLeansboro, IL www.draxxon.org	\$422,320	SPLOST (2003- 2008) – Fleet Vehicle Replacement
H. Purchase of replacement public safety and non-public safety radio units for various Chatham County Departments	CEMA	Motorola Solutions, Inc. Chicago, IL www.motorolasolutions.com	\$813,324	Communications – Radio Replacement
I. Replacement public safety radio units for Chatham Emergency Services	CEMA	Motorola Solutions, Inc. Chicago, IL www.motorolasolutions.com	\$414,824	Communications – Radio Replacement
J. Agreement for a licensed mental health professional to support a co- responder unit under leadership of the Chatham County Police Department	Strategic Planning	Gateway Community Service Board Savannah, GA www.gatewaycsb.org	\$58,005 (Not to exceed)	ARPA – Behavioral Health Unit - CCPD

<u>ITEM</u>	DEPT.	SOURCE	<u>AMOUNT</u>	<u>FUNDING</u>
K. Change Order No.1 to the annual contract to provide janitorial services for ???	Facilities Maintenance and Operations	Tweety B., LLC (MBE) Savannah, GA No Website	TBD	General Fund/M&O – Facilities Maintenance and Operations

Robin Maurer 09/01/2023 9:19 AM

Completed Pending Pending Pending Pending Linda Cramer Danielle Hillery Michael A. Kaigler Board of Commissioners

09/08/2023 9:30 AM



AGENDA ITEM: 11.1

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Melanie Wilson, Director, MPC

ISSUE:

The applicant is requesting recommendation for approval by the Chatham County Historic Preservation Commission for the establishment the proposed Isle of Hope Bluff Historic District. CCHPC File Number: HD-0422-000-269. The Chatham County Historic Preservation Commission recommends approval to the County Commission for the establishment of the Isle of Hope Historic District.

BACKGROUND:

The applicant is requesting recommendation for approval by the Chatham County Historic Preservation Commission for the establishment the proposed Isle of Hope Bluff Historic District.

Isle of Hope is located approximately eight miles from downtown Savannah in unincorporated Chatham County. The National Register Historic District is a roughly crescent-shaped area fronting on the north bank of the Skidaway River at the point where it makes a great horseshoe bend and joins the Isle of Hope River.

The Chatham County Historic Preservation Commission was created in 2005. The CCPHC's recommendation for designation will be presented to the Chatham County Board of Commissioners for designation and adoption of a historic district ordinance. Presently, Chatham County has designated the Isle of Hope Union Missionary Baptist Church, New Ogeechee Missionary Baptist Church, Maridon (AKA: Eureka Club, Farr's Point), Pennyworth Island, and the Pin Point Historic District.

Isle of Hope was listed on the National Register of Historic Places in 1984. The district was initially identified as a significant historic resource in the Chatham County Historic Resource Survey compiled in 1993. The resource was also listed in the Unincorporated Chatham County Historic and Cultural Resources List found in the Chatham County-Savannah Comprehensive Plan (2006) and in the Plan2040 Comprehensive Plan update (2021). The district has also been identified as a regionally important resource for Chatham County by the Coastal Regional Commission of Georgia.

FACTS AND FINDINGS:

The Isle of Hope was settled in 1736 as an outpost along the waterway to the southern part of the Colony by three men- Noble Jones, John Fallowfield, and Henry Parker- who received land grants from the British crown. The area of the island within the historic district, originally belonging to Henry Parker, was divided by his family into smaller riverfront lots by wealthy Savannah residents who discovered the locale as a place to escape the summer heat and malaria problems of the city. Growth was slow until after the Civil War when, in 1871, a railroad line

was laid connecting the Isle of Hope to Savannah, establishing it as a popular summering spot. By the early twentieth century, the Isle of Hope had become a suburb of Savannah with many year-round residents. A small Black settlement in the district along Parkersburg Road is believed to date from the years after the Civil War when freed slaves from neighboring Wormsloe Plantation settled there.

Boundary description

The proposed property boundaries focus on the heart of the Isle of Hope Bluff Historic District and center on Bluff Drive. The proposed district is approximately 15 acres; the boundaries are included in the attached 'Submittal Packet' and within the 'Proposed Ordinance' and include 27 parcels.

The proposed boundary is smaller than the National Register Historic District due to Chatham County's majority property owner consent requirements. The National Register Historic District boundary covers the Skidaway River to the east and non-historic development to the north, west, and south.

Statement of Significance

Isle of Hope is associated with events that have made a significant contribution to the broad patterns of our history. The proposed district has a special character, land use pattern, or special aesthetic interest or value. The proposed district is associated with persons of historical or cultural significance to Chatham County, the state of Georgia and the surrounding region. Specifically, the area is unique in terms of architecture, community planning, exploration and settlement, transportation, and landscape architecture.

- <u>Architecture:</u> Range of styles from early-nineteenth to early-twentieth century residences including small cottages and large mansions.
- <u>Community Planning & Development:</u> Summer community that developed to provide refuge from Savannah's intense heat and malaria risks in the summer. It has a unique crescent-shaped layout.
- Exploration and Settlement: The area was established in 1736 as an early outpost to protect the Colony to the north.
- <u>Transportation:</u> Important historical ties to the railroad as well as the streetcar.
- <u>Landscape Architecture:</u> Richly landscaped semi-tropical setting and for its road and building sitings which reflect an awareness of the scenic qualities of the riverfront location and take full advantage of the viewsheds to the Skidaway River.

Staff finds that all categories above are appropriate for this district.

However, staff recommends adding the following category:

• African American History: Confirm location and history of community on Parkersburg Road developed by African Americans formerly enslaved at Wormsloe. If possible, determine whether any of the antebellum homes on the Isle of Hope are associated with slavery (i.e., some residents have mentioned slave quarters on their properties) and any other contributions by African Americans to the development of the area.

Staff recommends providing additional information regarding the history provided by the applicant stating: "A small Black settlement in the district along Parkersburg Road is believed

to date from the years after the Civil War when freed black slaves from neighboring Wormsloe Plantation settled there". Staff requests information including, but not limited to:

- Location of this settlement along Parkersburg Road.
- Identify resources still extant with this settlement as well as potential resources still extant with the enslaved population and determine whether there are any contributing resources in proposed district boundary.
- Provide extensive and inclusive history of the settlement and history of the community during the antebellum and Reconstruction eras.
- Further develop the Statement of Significance to include marginalized groups including the enslaved population and Free Blacks in the proposed boundary area, and their role in the development of the community.

BLUEPRINT ALIGNMENT:

Quality of Life:

Vision: Chatham County citizens achieve a superior quality of life within a safe, active and healthy environment inclusive of the area's history, natural resources, public mobility and efficient government

FUNDING:

N/A

ALTERNATIVES:

Approve Chatham County Historic Preservation Commission Recommendation or Deny Proposed request.

POLICY ANALYSIS:

Per the Chatham County Historic Preservation Ordinance Article V, Section 3-504 2. a-c. regarding *Recommendation and Designation of Historic Districts and Historic Properties*, the provision provides the following criteria for Designation:

- 2. Designation of a Historic District
 - a. Criteria for selection of historic districts. A historic district is a geographically definable area, urban or rural, which contains resources, which:
 - i. Have special character or special historic or aesthetic interest or value;
 - ii. Represent one or more periods or styles of architecture typical of one or more eras in the history of the County of Chatham, State of Georgia or region;
 - iii. Cause such area, by reason of such factors, to constitute a visibly perceptible section of the County.

Staff finds that the proposed Isle of Hope Bluff Historic District meets criteria i, ii, and iii. The district is associated with events that have made a significant contribution to the broad patterns of our history. The district is architecturally, historically, and culturally significant to Chatham County and the State of Georgia.

Assessment of Proposed Ordinance:

- 1. Re-examine the proposed district name to be more inclusive of the entire community for a potential future expansion beyond the bluff.
- 2. Change *Guidelines* to *Standards* throughout the proposed ordinance to align with the upcoming amendments to the Chatham County Historic Preservation Ordinance.

RECOMMENDATION:

Recommend <u>approval</u> to the County Commission for the establishment of the Isle of Hope Historic District.

#P: County Commission CCHPC Recommendation

#Q: IOH Bluff District Supplementary Information 7-24-22

Melanie Wilson	Completed	08/03/2022 4:00 PM
Gregori Anderson	Completed	08/04/2022 8:17 AM
R. Jonathan Hart	Completed	08/22/2022 11:09 AM
Danielle Hillery	Completed	08/23/2022 8:13 AM
Michael A. Kaigler	Completed	08/23/2022 11:32 AM
Board of Commissioners	Pending	09/08/2023 9:30 AM



METROPOLITAN PLANNING COMMISSION

"Planning the Future - Respecting the Past"

		AGENDA ITEM:
ΓΟ·	ROARD OF COMMISSIONERS	DATE:

THRU: LEE SMITH, COUNTY MANAGER

FROM: MELANIE WILSON, EXECUTIVE DIRECTOR

LEGAL NOTICE/AGENDA HEADING:

Proposed Isle of Hope Bluff Historic District Designation Re: Chatham County Historic Preservation Ordinance

File No. HD-0422-000-269

Staff Generated Amendment

Prepared by: Caitlin Chamberlain, MPC Senior Planner

July 6, 2022

ISSUE:

The applicant is requesting recommendation for approval by the Chatham County Historic Preservation Commission (CCHPC) for the establishment the proposed Isle of Hope Bluff Historic District.

Isle of Hope is located approximately eight miles from downtown Savannah in unincorporated Chatham County. The National Register Historic District is a roughly crescent-shaped area fronting on the north bank of the Skidaway River at the point where it makes a great horseshoe bend and joins the Isle of Hope River.

The Chatham County Historic Preservation Commission (CCHPC) was created in 2005. The CCHPC's recommendation for designation will be presented to the Chatham County Board of Commissioners for designation and adoption of a historic district ordinance. Presently, Chatham County has designated the Isle of Hope Union Missionary Baptist Church, New Ogeechee Missionary Baptist Church, Maridon (AKA: Eureka Club, Farr's Point), Pennyworth Island, and the Pin Point Historic District.

Isle of Hope was listed on the National Register of Historic Places in 1984. The district was initially identified as a significant historic resource in the Chatham County Historic Resource Survey compiled in 1993. The resource was also listed in the Unincorporated Chatham County Historic and Proposed Isle of Hope Bluff Historic District Designation Historic Preservation Ordinance, Section 2.a-c. Designation of a Historic District

Page

Cultural Resources List found in the Chatham County-Savannah Comprehensive Plan (2006) and in the Plan 2040 Comprehensive Plan update (2021). The district has also been identified as a regionally important resource for Chatham County by the Coastal Regional Commission of Georgia.

FINDINGS:

The Isle of Hope was settled in 1736 as an outpost along the waterway to the southern part of the Colony by three men-Noble Jones, John Fallowfield, and Henry Parker- who received land grants from the British crown. The area of the island within the historic district, originally belonging to Henry Parker, was divided by his family into smaller riverfront lots by wealthy Savannah residents who discovered the locale as a place to escape the summer heat and malaria problems of the city. Growth was slow until after the Civil War when, in 1871, a railroad line was laid connecting the Isle of Hope to Savannah, establishing it as a popular summering spot. By the early twentieth century, the Isle of Hope had become a suburb of Savannah with many year-round residents. A small Black settlement in the district along Parkersburg Road is believed to date from the years after the Civil War when freed slaves from neighboring Wormsloe Plantation settled there.

Boundary description

The proposed property boundaries focus on the heart of the Isle of Hope Bluff Historic District and center on Bluff Drive. The proposed district is approximately 15 acres; the boundaries are included in the attached 'Submittal Packet' and within the 'Proposed Ordinance' and include 27 parcels. The proposed boundary is smaller than the National Register Historic District due to Chatham County's majority property owner consent requirements. The National Register Historic District boundary covers the Skidaway River to the east and non-historic development to the north, west, and south.

Statement of Significance

Isle of Hope is associated with events that have made a significant contribution to the broad patterns of our history. The proposed district has a special character, land use pattern, or special aesthetic interest or value. The proposed district is associated with persons of historical or cultural significance to Chatham County, the state of Georgia and the surrounding region. Specifically, the area is unique in terms of architecture, community planning, exploration and settlement, transportation, and landscape architecture.

- <u>Architecture:</u> Range of styles from early-nineteenth to early-twentieth century residences including small cottages and large mansions.
- <u>Community Planning & Development:</u> Summer community that developed to provide refuge from Savannah's intense heat and malaria risks in the summer. It has a unique crescent-shaped layout.
- Exploration and Settlement: The area was established in 1736 as an early outpost to protect the Colony to the north.
- <u>Transportation:</u> Important historical ties to the railroad as well as the streetcar.
- <u>Landscape Architecture:</u> Richly landscaped semi-tropical setting and for its road and building sitings which reflect an awareness of the scenic qualities of the riverfront location and take full advantage of the viewsheds to the Skidaway River.

Proposed Isle of Hope Bluff Historic District Designation Historic Preservation Ordinance, Section 2.a-c. Designation of a Historic District

Page 3

Staff finds that all categories above are appropriate for this district.

However, staff recommends adding the following category:

• African American History: Confirm location and history of community on Parkersburg Road developed by African Americans formerly enslaved at Wormsloe. If possible, determine whether any of the antebellum homes on the Isle of Hope are associated with slavery (i.e., some residents have mentioned slave quarters on their properties) and any other contributions by African Americans to the development of the area.

Staff recommends providing additional information regarding the history provided by the applicant stating: "A small Black settlement in the district along Parkersburg Road is believed to date from the years after the Civil War when freed black slaves from neighboring Wormsloe Plantation settled there". Staff requests information including, but not limited to:

- Location of this settlement along Parkersburg Road.
- Identify resources still extant with this settlement as well as potential resources still extant with the enslaved population and determine whether there are any contributing resources in proposed district boundary.
- Provide extensive and inclusive history of the settlement and history of the community during the antebellum and Reconstruction eras.
- Further develop the Statement of Significance to include marginalized groups including the enslaved population and Free Blacks in the proposed boundary area, and their role in the development of the community.

BLUEPRINT ALIGNMENT: N/A

FUNDING: N/A

ALTERNATIVES: N/A

POLICY ANALYSIS:

Per the Chatham County Historic Preservation Ordinance Article V, Section 3-504 2. a-c. regarding *Recommendation and Designation of Historic Districts and Historic Properties*, the provision provides the following criteria for Designation:

- 2. Designation of a Historic District
 - a. Criteria for selection of historic districts. A historic district is a geographically definable area, urban or rural, which contains resources, which:
 - i. Have special character or special historic or aesthetic interest or value;
 - ii. Represent one or more periods or styles of architecture typical of one or more eras in the history of the County of Chatham, State of Georgia or region;

Proposed Isle of Hope Bluff Historic District Designation Historic Preservation Ordinance, Section 2.a-c. Designation of a Historic District

Page 4

iii. Cause such area, by reason of such factors, to constitute a visibly perceptible section of the County.

Staff finds that the proposed Isle of Hope Bluff Historic District meets criteria i, ii, and iii. The district is associated with events that have made a significant contribution to the broad patterns of our history. The district is architecturally, historically, and culturally significant to Chatham County and the State of Georgia.

Assessment of Proposed Ordinance:

- 1. Re-examine the proposed district name to be more inclusive of the entire community for a potential future expansion beyond the bluff.
- 2. Change *Guidelines* to *Standards* throughout the proposed ordinance to align with the upcoming amendments to the Chatham County Historic Preservation Ordinance.

RECOMMENDATION: The Chatham County Historic Preservation Commission recommends **approval** to the County Commission for the establishment of the Isle of Hope Historic District.

PREPARED BY: Caitlin Chamberlain, Senior Planner

MPC Historic Preservation Department

July 6, 2022

Gregori Anderson, Director

BUILDING SAFETY AND REGULATORY SERVICES



July 24, 2022

Leah Michalak, Director of Historic Preservation Metropolitan Planning Commission 110 East State Street Savannah, GA 31401

Via email: michalakl@thempc.org

RE: Isle of Hope Historic District Materials

Dear Ms. Michalak,

As discussed, we have updated our application materials. Changes that have been made include:

- The proposed name of the district has been revised from "Isle of Hope Bluff Historic District" to "Isle of Hope Historic District," as recommended by MPC staff;
- The Narrative History has been revised to include research on African-American history on the Isle of Hope during antebellum and Reconstruction eras;
- The Narrative Statement of Significance has been revised to include "Ethnic Heritage" as a category of significance;
- The Designation Ordinance has been revised to include the legal boundary description prepared by MPC, "guidelines" has been changed to "standards," and other minor revisions as recommended by MPC staff;
- The Property Owner List has been revised to add 2 Noble Glen Drive to the list (previously assumed to be public land);
- The Narrative Description has been revised to note 28 parcels;
- The Property Owner Consent forms have been updated and reordered, including the addition of 2 Noble Glen Drive.

All other submittal items remain the same, including the boundary map.

Please let me know if there is any additional information we can provide.

Dan Willoughby, President, Isle of Hope Historical Association

Cc: Ellen Harris, Ethos Preservation

Narrative Description of the Proposed Isle of Hope Historic District

The greater Isle of Hope was listed on the National Register of Historic Places in 1984. The proposed local Isle of Hope Historic District is smaller and is centered on a horse-shoe shaped bend in the Skidaway River, approximately eight miles from Savannah. The District includes 28 parcels, 14 of which feature contributing buildings and a total acreage of approximately 15. The districts extends roughly from Noble Glen Drive (including some parcels south of Noble Glen) to Parkersburg Road along Bluff Drive.

Bluff Drive parallels the bend in the River and houses on the Bluff face the River. Secondary streets fan off of Bluff Drive. The District is primarily residential, with the exception of the Marina, at the heart of the District. Contributing buildings date from the early nineteenth to early twentieth century. Most structures are raised wood-frame and have masonry foundations. Architectural styles include Greek Revival, Neoclassical, Victorian Eclectic and Craftsman. Porches feature prominently and reinforce the relationship of the Skidaway River with the Bluff. Houses were sited to maximize breezes and viewsheds to the River. The vegetation in the area is mature and dense. Live Oaks line Bluff Drive and provide shade and ambiance to the District. Residences feature formal and informal landscaping.

Statement of Significance for the Proposed Isle of Hope Historic District

The District is associated with events that have made a significant contribution to the broad patterns of our history. The District has a special character, land use pattern, or special or aesthetic interest or value. The District represents one or more periods or styles of architecture typical of one or more eras in the history of the County of Chatham, State of Georgia or region. Specifically, the area is unique in terms of architecture, community planning, landscape architecture, and ethnic heritage.

The Isle of Hope Historic District is a unique coastal riverside community established as a historic summer retreat for nearby Savannah. It is historically significant in terms of community planning and development, architecture, landscape architecture, and ethnic heritage. In terms of community planning and development, the district is significant as a summer community that developed to provide a refuge from Savannah's intense heat and malaria problems. It has a unique crescent-shaped layout. In terms of architecture, the district is significant for its fine and varied collection of early-nineteenth through earlytwentieth-century residences which range from small cottages to large mansions. In terms of landscape architecture, the district is significant for its richly landscaped semi-tropical setting and for its road and building sitings which reflect an awareness of the scenic qualities of the riverfront location. (National Register of Historic Places, IOH Nomination Form) Finally, it is significant in terms of Ethnic Heritage. African Americans played an important role in the development of Isle of Hope during the antebellum and Reconstruction era and beyond. When Isle of Hope was founded in 1736, slavery was outlawed in the entire Georgia colony. In 1749, when slavery was legalized, enslaved people supported Georgia plantations and farms in many capacities - planting and harvesting crops, clearing land, building repairing buildings and roads, and serving as domestic help. Early Isle of Hope consisted of plantations and farms, including the plantations of Isle of Hope founders Noble Jones and Henry Parker. Both Jones and Parker and their descendants used enslaved people in their plantation operations. One house in the proposed historic district, 61 Bluff Drive, was reportedly built in 1854 with the labor of enslaved people.

Enslaved people were also used on community projects benefitting early Isle of Hope, including clearing and maintaining the road from downtown Savannah to Isle of Hope now known as Skidaway Road.

During the Reconstruction Era, African Americans living on Isle of Hope worked in many industries, and played a particularly important role in industries associated with the nearby Skidaway River. African Americans worked as fishermen, oystermen, shrimpers, boat pilots, ships' carpenters, and motor mechanics.

Glatney Landing was of particular historic significance to the African American community, serving as direct access to the water for commercial fishermen to launch and land boats used in fishing, crabbing, and shrimping in nearby rivers and creeks, and direct access to the streetcar to downtown markets. The site also had religious significance as it was also used for baptisms.

Notable African Americans active on the Isle of Hope included Hetty Hanscome, a successful entrepreneur and business woman; Bristow Green, also a successful entrepreneur and business owner; and Pero Grant, the Skidaway Ferry operator, among others.

Narrative History of the Proposed Isle of Hope Historic District

The Isle of Hope was settled in the early eighteenth century by three men— Noble Jones, John Fallowfield, and Henry Parker—who received land grants from the British crown. The area of the island in the district, originally belonging to Henry Parker, was divided by his family into large five-acre riverfront lots and larger inland lots in the early nineteenth century. Very gradually, in the 1840s and 1850s, summer houses were built on the riverfront lots by wealthy Savannah residents who discovered the locale as a place to escape the summer heat and malaria problems of the city. Growth was slow until after the Civil War when, in 1871, a railroad line was laid connecting the Isle of Hope to the city and establishing it as a popular summering spot. By the early twentieth century, the Isle of Hope had become a suburb of Savannah, and many people were living there year-round. A small black settlement along Parkersburg Road is believed to date from the years after the Civil War when freed black slaves from neighboring Wormsloe Plantation settled there.

Isle of Hope Historic District is significant in terms of community planning and development for three reasons. First, its crescent-shaped riverfront layout, which deviates considerably from the linear or gridiron plans associated with the majority of Georgia's communities, is unique. This unusual plan derives from the early nineteenth-century subdivision of the Parker family's riverfront lands in a manner which assured maximum use of prevailing breezes and riverfront scenic vistas. Second, it is one of the few remaining intact examples in the state of the summer communities that grew up away from the coastal cities to provide relief from the heat and mosquitoes. Third, it is an example of an incrementally developed community that grew to its present appearance over a hundred year period as large lots were subdivided.

Architecturally, the district is significant for its fine and varied collection of residences that range in date from the early nineteenth to the early twentieth centuries and range in size from small cottages to large mansions. Together, these houses document a broad spectrum of architectural types and styles. Small Victorian cottages and early twentieth-century bungalows as well as a number of two- and three-story antebellum Greek Revival, late nineteenth-century Victorian Eclectic, and turn-of-the-century Neoclassical mansions can be found in the district. These houses Illustrate typical types, styles, and building technology of their periods as they were locally Interpreted by carpenter-builders. Many, with prominent front porches and raised basements, illustrate how these styles were adapted over a period of time to meet the specific needs of summering in a hot climate. The houses, built primarily as summer houses in what was a rural setting, contrast interestingly with urban residences of the same period in nearby Savannah. The row of residences facing the Skidaway River along Bluff Drive is a particularly fine group that documents the full range of styles and period represented in the district.

In terms of landscape architecture, the district is significant for its crescent-shaped layout which takes advantage of a scenic bend in the Skidaway River. The siting of Bluff Drive paralleling the river and the orientation of the Bluff Drive houses toward the river clearly document a conscious landscaping decision to take advantage of the scenic location. The magnificent live oaks that line Bluff Drive; the palms, live oaks, and other shade trees scattered throughout the district; the informally planted yards of the cottages; and the more formal grounds of the larger houses combine to provide a richly landscaped, semi-tropical setting. (National Register of Historic Places, IOH Nomination Form)

The proposed boundaries include some very unique and significant buildings as well as landscape features, including four of the oldest houses on the Island and some of the largest Live Oak trees on the Bluff. A few architectural highlights of the proposed Bluff District include:

1 Noble Glen Drive was built in 1820 by Noble Glen as his gatekeeper's cottage for Carston Hall. It is believed to be the oldest existing structure on the Isle of Hope.



27, 29, 31, and 33 Bluff Drive are known as the Barbee Cottages. They were built by Alexander Marcus Barbee in the late 1800s. 27 Bluff Drive has been in the Quante family for 68 years.



61 Bluff Drive was completed in 1854 by Barnard Bee. Purchased by the Lebey family in 1911, it is known as the Bee-Lebey House and is thought to be the third oldest house on the Island. It is rumored to have buried treasure around chimney.



67 Bluff Drive was likely built by Charles Ellis, Sr. in the 1860s. The Copes purchased the property in 1936 and cultivated camellias from cuttings of Judge Solomon's prize plants.



75 Bluff Drive located on a prominent corner on the Bluff was built before 1840 by a prominent Savannah merchant named Nicholas Bayard as part of a marriage agreement with Sara Glen. It was built as a river cottage on land from the Glen Family. It may have been used as a military hospital by confederates during the Civil War. It was extensively renovated in the 1890s by the Burroughs family, a local lawyer who transformed the house exterior and porch system. Later owners included the Jacksons, a lifelong bachelor and his spinster sister, Miss Mamie Jackson, the Episcopal Church, the Tysons, the Solana family and now the Willoughby's.



African American Contributions to Isle of Hope During Antebellum and Reconstruction Eras

African Americans played an important role in the development of Isle of Hope during the antebellum and Reconstruction era and beyond. When Isle of Hope was founded in 1736, slavery was outlawed in the entire Georgia colony. In 1749, when slavery was legalized, enslaved people supported Georgia plantations and farms in many capacities - planting and harvesting crops, clearing land, building repairing buildings and roads, and serving as domestic help. Early Isle of Hope consisted of plantations and farms, including the plantations of Isle of Hope founders Noble Jones and Henry Parker. Both Jones and Parker and their descendants used enslaved people in their plantation operations. One house in the proposed historic district, 61 Bluff Drive, was reportedly built in 1854 with the labor of enslaved people.

Enslaved people were also used on community projects benefitting early Isle of Hope. For example, an August 14, 1800, advertisement from the *Georgia Gazette*, a Savannah newspaper, reveals the role of enslaved people in clearing and maintaining the

EASTERN ROAD.

Notice by the Commissioners.

THE inhabitants, as well on the sea islands as on the main, in this district, will, with their male slaves from 16 to 50 years of age, attend as follows:

Those residing below Thunderbolt road, as well on the

Those reliding below Thunderbolt road, as well on the main as on the sea islands, will assemble, those from the islands at Thunderbolt village, and those on this side at Governor Jackson's hill, and commence work.

Such as relide on the fea islands, to the fouthward and eastward of Thunderbolt road, at Skidaway ferry, on the island main road, and commence work.

Those who reside on the main, to the southward and eastward of Thunderbolt road, to meet at the Isle of Hope causeway, and commence work.

All white persons liable will appear with arms as the law directs; necessary tools, such as spades, soes, axes, and saws, will be required, with six days provisions for the slaves, that the roads and bridges may be repaired, at such places as the Commissioners from time to time shall direct. Regular returns of persons liable to work will be directly and punctual attendance expected, at simile, on Monday the 18th day of August instant, of which all concerned are to take notice.

7th August, 1800.

Isle of Hope causeway and the "Eastern Road," the road from downtown Savannah to Isle of Hope now

African American Settlements on Isle of Hope

known as Skidaway Road.

Following the Civil War and emancipation, there were two known settlements of African Americans on Isle of Hope, both outside the proposed historic district. The first, known as "The Ridge," was in southern Isle of Hope on Parkersburg Road. While approximately a mile from the proposed historic district, The Ridge was a short distance from Noble Jones' plantation Wormsloe. Members of The Ridge community are believed to be freed slaves and descendants of freed slaves from Wormsloe who settled nearby after emancipation. The Ridge community continued until the 1940s but no longer exists. Maps of the era do not identify the exact location of the community. However, many older Isle of Hope residents recall the community as being located near present day Lisbon Court and across from the current Isle of Hope Elementary School. Additionally, an 1898 Chatham County map identifies a "Negro Church" on Parkersburg Road near the identified location of The Ridge, which would have served as their place of worship for Ridge residents. That church is the original Isle of Hope Union Baptist Church, which was founded in 1872. In 1941, the church was moved from Isle of Hope and relocated to Ferguson Avenue in Sandfly, where it now stands. It is designated as a historic site under Chatham County Historic Preservation Ordinance.

A second African American settlement on Isle of Hope after the Civil War was in northwestern Isle of Hope on Grimball Point. Located approximately two miles from the proposed historic district, this was a



community of approximately ten African American families. The Grimball Point community is the subject of a chapter in <u>Drums and Shadows</u>, the 1940 book by the Georgia Writers Project of the Federal Works Projects Administration which describes the heritage and inhabitants of coastal Georgia islands, including Isle of Hope. Grimball Point community members were fishermen and farmers. Some worked at the Grimball Point hunting reserve. The African American community at Grimball Point no longer exists.

Notable African Americans on Isle of Hope During Reconstruction

In the summer of 1869, the Savannah, Skidaway & Seaboard Railroad was completed from downtown Savannah to Isle of Hope. This began the transformation of Isle of Hope from a sleepy riverside village to a resort destination. With the railroad linking Isle of Hope to Savannah, the number of visitors and demand for lodging at Isle of Hope greatly increased. Not even five years after the end of the Civil War, there were two African Americans among the first to recognize the resort potential of Isle of Hope.

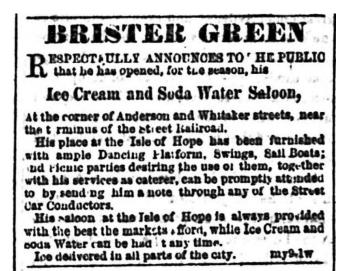
Hetty Hanscome

In 1870, Hetty Hanscome, a caterer and pastry chef in downtown Savannah, opened two large boarding houses on Isle of Hope. Hetty was a 60-year-old black woman who was born free. Known for her energy and bustling personality, Hetty had been involved in the catering business for nearly 50 years. She had her own storefront on Broughton Street in the heart of Savannah's business district. Hetty had catered literally hundreds of weddings and parties for Savannah's elite. Her cakes and confections were the centerpieces of Savannah's best events. No African American woman in Savannah was better known or more respected than Hetty Hanscome. A year before, Hetty had seen the potential at Isle of Hope first-hand when she organized a very successful steamboat excursion to the island

HAVING OPENED TWO GOMMODIOUS AND COMFORTABLE HOUSES At the above place, I solicit the patronage of my old friends and the public. I propose to give accommodations either by the Month, Week, Day, or single Meals; also to Supply Picnic, Fishing or Dinner Parties. From my 160g experience in catering to the wants of a Savaun h constituency, I feel and hope that I will be able to give entire satisfaction to those who will favor me with a call. I can be addressed either in person at my old place of business on Broughton street, or by note at the Liand. my20-codim HETTY HANSCOME.

for a 4th of July picnic for her church, The Second African Baptist Church. Before the next summer started, Hetty branched out from her catering business and opened two Isle of Hope boarding houses, each offering monthly, weekly, and daily accommodations complemented by her home cooking. Here is her May 20, 1870, advertisement from the *Savannah Morning News*.

Brister Green



Also in 1870, Bristow "Brister" Green opened an ice cream and soda water saloon on Isle of Hope. Like Hetty Hanscome, Brister was a free person of color before the Civil War. Also like Hetty, Brister operated a catering business in downtown Savannah. As early as 1860, Brister had a storefront in downtown Savannah making premium ice cream that could be eaten onsite, to go, or delivered to parties. Brister was known as a shrewd businessman with a keen eye for the next business opportunity. In 1869, Brister catered a large St. John's Day celebration for the Freemasons at the riverfront home of Dr. Stephen Dupon at Isle of Hope. Dupon's house, no longer standing, was located at 25 Bluff Drive

within the proposed historic district. In the early morning, two steamboats full of Freemasons, their families, their friends, and a band embarked from a downtown wharf for the Isle of Hope. Everyone brought their own lunch, but beverages - 500 gallons of lemonade and fruit - were provided by Brister. The highlight of the day was the 100 gallons of Brister's ice cream. Brister and his large crew of waiters fanned out across the river bluff to serve the scattered picnickers. Perhaps it was the Freemasons' 100-gallon appetite for ice cream that inspired Brister to open an ice cream saloon at Isle of Hope the next year. As this May 9 advertisement from the **Savannah Morning News** shows, Brister's saloon capitalized on its Isle of Hope location and featured an outside dancing platform, swings hanging from the oaks, and rental sailboats. His saloon would serve the island for years.

Pero Grant

Another important African American on Isle of Hope during the Reconstruction era was Pero Grant. During the 1870's and early 1880s, Pero served as ferryman on the Skidaway Ferry, which was located at Ferryman's Point on southern Isle of Hope just outside of the proposed historic district. At this time, Skidaway Island had a community of 500 African Americans who made their living farming small truck farms and fishing the coast. Three times a week, they would walk to the ferry toting their bushels full of freshly picked produce or just-caught fish, shrimp, and crab. Then they would ride across the Skidaway River atop Pero's ferry to Isle of Hope. There they would board the 8:15 a.m. Savannah, Seaboard & Skidaway train for a 30-minute ride downtown. After a day of selling in the City Market stalls, they would head home on the 3:15 p.m. train to catch the ferry home. Pero was well known in the community and an essential cog in the local economy, helping independent farmers and fishermen bring their goods to market. Sadly, Pero died in a ferry accident in 1881.

1880 Census Data

Information about African Americans on Isle of Hope at the end of Reconstruction can be obtained from the 1880 federal census. This census is the first census to provide specific data identifying a person as an Isle of Hope resident. However, even this data only provides general information that the resident lives on Isle of Hope and does not include addresses of specific individuals on the island. Thus, it is not possible from this data to pinpoint the locations of African American communities during this time. The data does provide helpful information on population levels, racial composition, and occupations of Isle of Hope residents. In 1880, there were exactly 300 residents on Isle of Hope living in 64 households. There were 135 African Americans (45% of the population) living in 24 households on Isle of Hope. Their occupations included fishermen, farmers, farm hands, train hands, laborers, servants, a butler, a ferryman, and a minister of the Gospel.

Contributions to Maritime Industries

While African Americans living on Isle of Hope worked in many industries, they have traditionally played an important role in industries associated with the nearby Skidaway River. African Americans worked as fishermen, oystermen, shrimpers, boat pilots, ships' carpenters, and motor mechanics. Some of Isle of Hope's most familiar and beloved personalities were African Americans who worked at the neighborhood marina for years keeping Isle of Hope's commercial and recreational boats afloat and running.

Another riverfront operation where African Americans contributed to the success of Isle of Hope was their work at the Barbee's Pavilion, which was located within the proposed historic district. Beginning in the 1890's, Isle of Hope became a nationally known resort location as the result of the efforts of Alexander Barbee and the Barbee family. Alexander Barbee established a restaurant, pavilion, a zoo, an aviary, a terrapin farm, and canning operations for crabs and shrimp. Barbee was best known for his terrapin operations, which supplied the finest restaurants along the east coast with terrapin soup made from terrapins raised on Barbee's terrapin farm, the first terrapin farm in the world. For decades, Barbee's was the social hub of Isle of Hope with meals served daily, dances held weekly, and vaudeville acts booked regularly. African Americans worked in Barbee's operations as cooks, canners, waiters, turtle boggers, and even as vaudeville performers. Barbee's Pavilion was torn down in 1968.



African Americans Gathering Terrapins from the Marsh for Alexander Barbee

Glatney Landing: Boat Landing and Baptismal Font

Perhaps the most interesting site within the proposed district with a connection to African Americans is Glatney Landing, which is important for commercial and religious reasons. Glatney Landing, also known as Shell Landing, is located on the riverfront across from 57 and 59 Bluff Drive. It is a community beach covered with dried oyster shells which gently slopes into the river. The Glatney family owned the landing and adjoining property, but the property was vacant for many years. A path from Glatney Landing into the center of the island led to The Ridge community. A short walk along the Skidaway River down Bluff Drive led to the railroad depot. Glatney Landing was a perfect place for commercial fishermen to launch and land boats used in fishing, crabbing, and shrimping in nearby rivers and creeks. Many former enslaved people who lived on nearby islands would row up to Glatney Landing with their freshly caught seafood to ride on the streetcar to downtown Savannah to sell their catch. Even more interestingly, until the 1940s, African Americans used the Glatney Landing as a site for baptisms, wading into the Skidaway River for the baptism ceremonies.

While there is no structure on this site, the location could be recognized with a historical marker.

























































THE CHATHAM COUNTY REGISTER OF HISTORIC PLACES

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NAME Lisa Dodd West ADDRESS 25 Bluff Drive, Savannah, GA 31406

SIGNATURE

USA Podd West

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NAME

CARL W. QUANTE, JR. Jane R. Quante

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NAME Rosemary M. Magee

ADDRESS 29 W. Bluff Drive, Isle of Hope, Savannah, GA

SIGNATURE

PROPERTY OWNER CONSENT FORM FOR LISTING ON

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NAME

CLANDERS 33 BLUFFOR

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NAME

Elizabeth C. Morris 35 Bluff Drive Elizabeth C.

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NAME

ADDRESS

SIGNATURE

Christopher T. Melog

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Jennifer L. Melroy

37 W. Bluff Dr

Savanrah GA 31406

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John Michael Butler 39 Nest BLUFF DR. M. M. Rother Savannah, GA. 31406 M. Rother Beverly JANE Butler 39 Wood Bluff Drive Burly J. & Savannah, GA 31406

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NAME

Sherry B Holtzclaw
Thus F. Hourson

ADDRESS

Savannah GA 314 04

SIGNATURE

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NAME

ANGELEN Rapelli

ADDRESS

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SIGNATURE

41 West Bluff Dr. Gavannah GA 31406

'a Anne look Waller 47 West Blaff Dr. Savannah, ac. 31814

THE CHATHAM COUNTY REGISTER OF HISTORIC PLACES

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Blaire L. Baisden 49 W Bluff Dr Blaur Buisell

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Karen McConnell Daniel 61 W. Bluffbr.

fare Mcconnell &a

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NAME

ADDRESS

SIGNATURE

67 W.

Bluff Drive

Savannah, GA 31

1406

20

SIGNATURE

PROPERTY OWNER CONSENT FORM FOR LISTING ON

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ADDRESS

NAME

arthere D'Aguille ANTHONY A. D'Aberllo,	73 W. Bluff Dr.	aleve	Bagui
ANTHONY A. D'Abullo,	SR. 73 W. BLUFF DR	audy	QD' Pour

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NAME

DAN WILLOUGHBY

ADDRESS

75 West Bloff Drue

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NAME ENCA WISON

ADDRESS Noble Glen Drive Sav, GA 31406

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- By signing this petition, I certify that I am the Commodore of the Wymberly Yacht Club, Inc, legal owner of the property at the address given.

NAME

ADDRESS

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White S. MINTZ JIL 2 Norse Glor Upur serley Yacut Clury, The Connotore

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M. Richtimms Tamara Timms

Tomas 5 Noble Glen De

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NAME

STEVEN H. ALLEN
Pamela Bhoods Allen

ADDRESS

SIGNATURE

	STREET ADDRESS	PIN	Isle of Hope Historic Dis OWNER	strict List of Owners with Additional Information MAILING ADDRESS	CONTRIBUTING/NONCONTRIBUTING	CONSENT
			Lisa Dodd West, Trustee of Lisa			
1	25 Bluff Drive	10306 01028	Dodd West Spousal Limited Access Trust	94 Peachtree Way, Atlanta, GA 30305	1895 CONTRIBUTING	Υ
1	23 blull blive	10300 01028	Carl W. Quante & Jane R.	54 reachtree way, Atlanta, GA 30303	1855 CONTRIBOTING	1
2	27 Bluff Drive	10306 01027	Quante	27 Bluff Drive, Savannah, GA 31406	1900 CONTRIBUTING	Υ
			Rosemary M. Magee as Trustee	1717 North Decatur Road NE Apt. #120,		
3	29 Bluff Drive	10306 01026	of Magee AP Trust	Atlanta, GA 30307	1900 CONTRIBUTING	Υ
			Gladys A. Hill as Trustee of the			
4	31 Bluff Drive	10306 01025	Gladys Hill Trust	, ,	1900 CONTRIBUTING	Υ
5	33 Bluff Drive	10306 01024	H. Dorsey Flanders	9 Bluff Drive, Savannah, GA 31406	1900 CONTRIBUTING	Υ
_	as platt pates	10205 04022	35 Bluff Drive LLC (Elizabeth	44 Jaland Bahar Casaranah CA 2440C	4000 CONTRIBUTING	V
6	35 Bluff Drive	10306 01033	Morris) Christopher T. Melroy &	11 Island Drive, Savannah, GA 31406	1900 CONTRIBUTING	Υ
7	37 Bluff Drive	10306 01034	Jennifer Leann Melroy	37 Bluff Drive, Savannah, GA 31406	1995 NC	Υ
,	37 Bidii Biive	10300 01034	John Michael Butler & Beverly	37 Bluff Brive, Savarinari, GA 31400	1333 NC	•
8	39 Bluff Drive	10306 01035	Butler	39 Bluff Drive, Savannah, GA 31406	1986 NC	Υ
			James F. Holtzclaw & Sherry	-,		
9	41 Bluff Drive	10306 01036	Holtzclaw	41 Bluff Drive, Savannah, GA 31406	1985 NC	Υ
10	45 Bluff Drive	10306 01020C	Angella Rupelli	45 Bluff Drive, Savannah, GA 31406	1985 NC	Υ
			Jeffrey D. Wallace & J. Vincent			
11	47 Bluff Drive	10306 01020B	Cook	,	1902 CONTRIBUTING	Υ
12	49 Bluff Drive	10306 01018	Blaire L. Baisden	,	1898 CONTRIBUTING	Υ
13	50 Bluff Drive	10306 02004	IOH Inc. & Isle of Hope	50 Bluff Drive, Savannah, GA 31406	NC (Marina)	N
			Barry L. Ploog & New Direction			
14	51 Bluff Drive	10306 01017	IRA Inc.	P.O. Box 967, Boulder, CO 80306	1980 NC	N
	Bluff Drive (No					
15	Number on SAGIS)	10306 02001	IOH Inc. Isle of Hope	50 Bluff Drive, Savannah, GA 31406	NC	N
		10000 01001	.ee.	55 Jan 2005, 54 taman, 57 to 2005		
	Bluff Drive (No					
16	Number on SAGIS)	10306 02005	IOH LLP	50 Bluff Drive, Savannah, GA 31406	NC	N
17	57 Bluff Drive	10306 03029A	Craig R. Saxon	57 Bluff Drive, Savannah, GA 31406-7557	1980 NC	N
18	59 Bluff Drive	10306 03029B	Bradley A. Heiges	59 Bluff Drive, Savannah, GA 31406	1980 NC	N
			Fred L. & Karen McConnel			
19	61 Bluff Drive	10306 03028	Daniel	,	1854 CONTRIBUTING	Υ
20	63 Bluff Drive	10306 03039	Samuel J. Meyer	,	1925 CONTRIBUTING	Υ
21	67 Bluff Drive	10306 03041	Juha Jaakkola	67 Bluff Drive, Savannah, GA 31406	1864 CONTRIBUTING	Υ
22	72 Direft Drive	10206 02025	Anthony A. & Arlene Q.	72 Bluff Drive Covennet CA 21406	1000 NC	V
22	73 Bluff Drive	10306 03025	Daguillo	73 Bluff Drive, Savannah, GA 31406	1960 NC	Υ

23	75 Bluff Drive	10306 03024	Dan Hall Willoughby, Jr.	3235 Ridgewood Road NW, Atlanta, GA 30327	1840 CONTRIBUTING	Υ
24	1 Noble Glen Drive	10307 01002	Erica Wilson	1 Noble Glen Drive, Savannah, GA 31406	1820 CONTRIBUTING	Υ
25	2 Noble Glen Drive	10307 01001	Wymberly Yacht Club	23 Richmond Drive, Savannah, GA 31406	Vacant NC CONTRIBUTING (Stables of Carsten Hall	Υ
26	5 Noble Glen Drive	10307 01004	Jacquelyn Ann Timms et al.	5 Noble Glen Drive, Savannah, GA 31406-7520	Estate)	Υ
27	39 Rose Avenue	10306 03030	IOH LLP	50 Bluff Drive, Savannah, Ga 31406-7517	Vacant NC	Ν
28	9 Avenue of Pines	10307 01009	Steven H. & Pamela Rhoads Allen	9 Avenue of Pines, Savannah, GA 31406	2017 NC (Contributing Resource: Cannon)	v
20	5 Avenue of Times	10307 01003	Alleli	5 Avenue of Fines, Savannan, GA 51400	carrionj	•

ENACT

ISLE OF HOPE HISTORIC DISTRICT ORDINANCE

AN ORDINANCE TO DESIGNATE THE ISLE OF HOPE HISTORIC DISTRICT WITHIN THE UNINCORPORATED COUNTY, TO PRESCRIBE THE BOUNDARIES OF SUCH HISTORIC DISTRICT, TO REQUIRE A CERTIFICATE OF APPROPRIATENESS FROM THE CHATHAM COUNTY HISTORIC PRESERVATION COMMISSION PRIOR TO ANY MATERIAL CHANGE IN APPEARANCE OF THE DISTRICT, TO ESTABLISH DESIGN STANDARDS, TO ESTABLISH THE BOUNDARIES SHOWN ON THE CLASSIFICATION OF RESOURCES AND BOUNDARY MAP WITHIN THIS ORDINANCE.

The Board of Commissioners of Chatham County established the Chatham County Historic Preservation Commission under the Historic Preservation Ordinance of 2005;

Pursuant to its purposes under said Ordinance, the Commission has recommended to the Board of Commissioners the establishment of the Isle of Hope Historic District District in Chatham County;

The Commission's recommendation to the Board of Commissioners for the designation comes at the request of the neighborhood association, after the Commission's conducting of a survey of the historic resources and a study of historic characteristics of the area recommended for designation, and after holding a public hearing on such a designation;

The Board of Commissioners upon consideration of the recommendation of the Chatham County Historic Preservation Commission find the proposed historic district worthy of preservation by reason of being a site of natural and aesthetic interest that continues to contribute to the cultural and historical development and heritage of the county.

The Board of Commissioners herby ordains as follows:

I. Background, Intent, Limitation, Applicability, and Waiver or Modification

- A. <u>Background</u>: The Chatham County Historic Preservation Ordinance (the "Ordinance") contains general development standards to protect and enhance historic properties and districts in the county. Each historic property and district in the county also must have its own Design Standards and Criteria ("Design Standards") that supplement the Ordinance and reflect the individual character of the historic property or district.
- B. <u>Intent:</u> These Design Standards of the Isle of Hope Historic District (the "District") are intended to reflect and protect the historic and aesthetic characteristics of the District; protect against loss of federal and local historic district status; protect property values and Viewsheds in the District; and together with the Ordinance, establish a uniform procedure for property owners in the District to consult when planning new construction and/or additions, demolition, or relocation of Resources (as defined herein).
- C. <u>District Boundary:</u> Commencing at a Point of Beginning, being concrete monument on Avenue of Pines on the southwest corner of Tract 3 of Wymberly Subdivision as represented in Plat Book "F" page 207 entitled "Plat of East Part of Tract No 3, Wymberly, at Isle of Hope, as surveyed for James S. Richmond. Thence, North 6° 27' East a distance of 20' to a Concrete Monument. Thence, South 75°58'

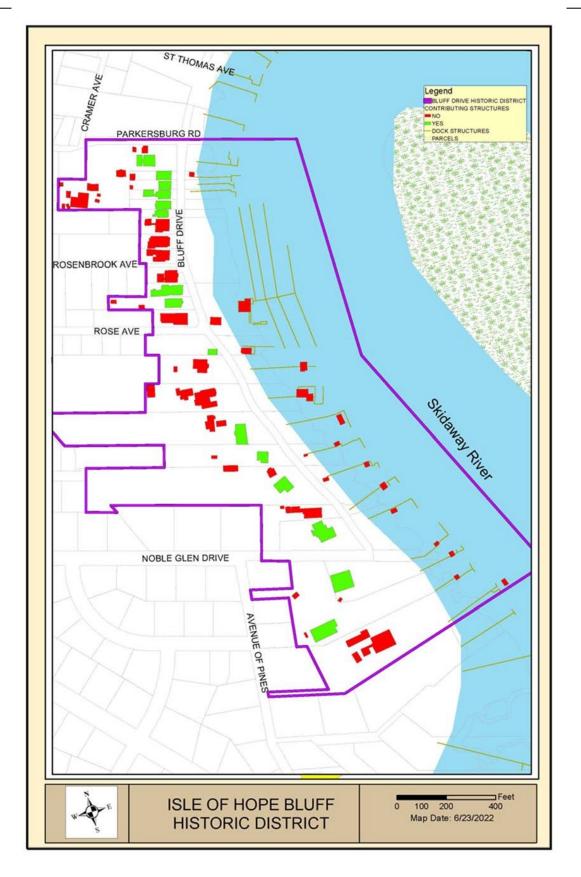
East 246.3' to a Concrete Monument. Thence, North 6°-15' East a distance of 194.84' to a Concrete Monument, as described in Plat Book "F", page 207. Thence South 75° 58' West a distance of 41.225' to

a point on the back property corner of Tract 10 of Wymberly subdivision. Thence North 6° 27' East a distance of 202.0", Thence, South 75° 58' East a distance of 150.0 to a point where the North Property Line of Tract 6 meets the Right of Way of Avenue of Pines as in Subdivision Plat Book "A", Page 105. Thence North 6° 27' East a distance of 161.3' to the southeast corner of Noble Glen Drive and Avenue of Pines. Then eastwardly along Noble Glen Drive for a distance of 65.25' to a point. Thence north 40' across Noble Gren Drive (40' R/W to a concrete monument on the southeast corner of Property Identification Number 10306 03022 (aka 22 Noble Glen Drive) as shown in Plat 12P, 98. Thence, North 21° 45' 20" east a distance of 185.56 to a concrete monument. Thence, North 68° 14' 40" West 166' to a concrete monument as shown in Plat 12P, 98. Thence, North 73° 07' West a distance of 190.00' to a Concrete Monument as shown in Plat Book "BB", Page 228A. Thence continued North 73° 00' West a distance of 255.60' to a Stake as depicted in Plat Book "G", Page 55. Thence, South 23° 06' 50" East a distance of 38.58' to an existing Stone as shown in Plat Book 4P, Page 172. Thence, North 72° 24' 30" West a distance of 125.27' to an Existing Concrete Monument. Thence North 16° 50' 20" East a distance of 179.23' to an Existing Concrete Monument as shown in Plat Book 4P, Page 172. Thence North 23° 10' 22" West a distance of 14.68' to an Iron Pin. Thence South 73° 43' 05" East a distance of 346.36' to an Iron Pin referenced in Plat Book 39S, Page 91. Thence North 15° 52' 30" E a distance of 91.21' to an Iron Pin. Thence North 74° 03' 00" West a distance of 158.90' to a Concrete Monument. Thence North 74° 03' 00" West a distance of 207.06' to a Concrete Monument. Thence North 74° 03' 00" West a distance of 51.93' to a point. Thence North 74° 03' 00" West a distance of 4.07' to a Concrete Monument. Thence North 25° 00' West a distance of 174.77' along the Bee Street Right of Way to an Old Concrete Monument as referenced in Plat Book 7P, Page 136. Thence, South 74° 03' East a distance of 415.94 to an Iron Rod (Plat Ref: 15S, 58B). Thence North 16° 30' 00" East 116.67' to an Iron Rod. Thence South 73° 30' 56" East a distance of 55.19' to an Iron Rod. Thence North 16° 30' 11" East a distance of 112.21' to a Concrete Monument as depicted in Plat Book 15S, Page 58B to where the Northwest Corner of Lot 2 of Lavin Lot Subdivision meets the Askew Tract. Thence westerly along the southern Property Line of the Askew Tract approximately 55' to an Iron Pin marking the shared corner with Parcel A or Lot 12 as defined in Plat Book 4, Page 102 entitled Survey of: Parcels A through N. Isle of Hope, 6th G.M.D., Chatham County, For: Hugh W. Tracy by Surveyor Joseph J. Stuckey Jr. on October 15th, 1982 and revised November 15th, 1982. Thence North 18° 49' 25" East a distance of 83.00' to an Iron Pin. Thence eastward along the southern Right of Way line along Rose Avenue approximately 31.5' to the projected western boundary of the "Parcel B" being a portion of the Bandy Lots. Thence running northward across the Rose Avenue 30 foot Right of Way to a Iron Pin Set on the southwest corner of aforesaid "Parcel B (A Portion of Bandy Lot)" as described in Plat Book 4P, Page 102. Thence along the western boundary of "Parcel B (A Portion of Bandy Lot)", North 19 degrees 05 minutes 10 seconds East 69.20' to an Iron Pin Set as described in Plat Book 4P, Page 102. Thence North 70 degrees 54 minutes 50 seconds West a distance of 179.45' to an Iron Pin Set as described in Plat Book 4P, Page 102. Thence North 18 degrees 31 minutes 10 seconds East a distance of 54'. Thence South 70 degrees 54 minutes 50 seconds East a distance of 75' to an Iron Pin Set. Thence South 70 degrees 54 minutes 50 seconds East a distance of 76.80' to an Iron Pin Set. Thence North 18 degrees 31 minutes 10 seconds East a distance of 121.00' to an Iron Pin Set at the southern Right of Way Line of Rosenbrook Avenue. Thence North 18 degrees 31 minutes 10 seconds East a distance of 12.20' to the Northern Line of Rosenbrook Avenue. Thence westerly along the northern right of way line of Rosenbrook Avenue to an Iron Pin Set, as referred in Plat 4P, Page 102. Thence from an "Old Iron Pin as defined in Plat Book 4S, Page 85 thence North 19 degrees 31 minutes 20 seconds East a distance of 120.73' to a "Stake". Thence North 19 degrees 31 minutes 20 seconds East a distance of 99.47' to a "Stake". Thence North 71 degrees 08 minutes 40 seconds West a distance of 41.99' to an "Old Iron Pin" as described in Plat Book 4S, Page 85. Thence North 71 degrees 08 minutes 40 seconds West a distance of 289.32' to an "Old Iron Pin" as defined in Plat Book 14S, Page 57. Thence North 19 degrees 00 minutes 00 seconds East a distance of 123.00' to an "Old Iron Pin" as described in Plat Book 14S Page 57. Thence South 70 degrees 40 minutes 00 seconds East a distance of 111.00' to an "Old Iron Pin" as described in Plat Book 14S Page 57. Thence North 19 degrees 00 minutes 00 seconds East a distance of 130.29' to an "Old Iron Pin" as described in Plat Book 14S Page 57. Thence South 84 degrees 00 minutes 33 seconds East to a "Railroad Spike" on the southern Right of Way line of Parkersburg Road as described on Plat Book 14S Page 57. Thence North to intersection of Cramer Avenue and Parkersburg Road. Thence eastwardly along the Centerline of

Parkersburg Road to the Centerline of Bluff Drive. Thence along a projected Centerline of Parkersburg Road to the Centerline of the Skidaway River. Thence running southeast along the centerline of the Skidaway River to the Projected Southern Property Line of the East Part of Tract No 3, Wymberly as depicted in Plat Book FP, 207. Thence from the intersection of the Skidaway River and the Projected Property Line thence southwest to a Concrete Monument. Thence South 73° 35' West a distance of 505.0' to a Concrete Monument. Thence North 75° 56' West a distance of 310.0' back to the Concrete Monument being the Point of Beginning.

D. <u>Classification of Resources and Boundary Map:</u> All resources within the Isle of Hope Historic District shall be classified and designated on the "Isle of Hope Historic District Contributing Resources Map" (Figure 1).

Figure 1: Isle of Hope Historic District District Contributing Classification of Resources Boundary Man



- E. Limitation: These Design Standards do not:
 - 1. Apply to any property on Isle of Hope outside the District;
 - 2. Require any changes to the current condition of any property;
 - 3. Restrict owners' use of their property;
 - 4. Regulate the interior of any property; or
 - 5. Regulate the paint color of any property.
- <u>F. Applicability</u>: These Design Standards apply to the following circumstances affecting Property in the District:
 - 1. Demolition or relocation of any Contributing Resource;
 - 2. Demolition or relocation of any Non-Contributing Resource visible from a public right-of-way;
 - 3. New construction of Resources visible from a public right-of-way, including additions to existing Resources;
 - 4. Material Changes to the exterior of Resources visible from a public right-of-way; and
 - 5. Material Changes to signs and fences visible from a public right-of-way and to pavements more than 4 feet wide visible from a public right-of-way.

The circumstances listed above require a Certificate of Appropriateness approved and issued by the Chatham County Historic Preservation Commission (the "Commission"), except as permitted under Section 3-505(3), Staff Review, in the Ordinance. The criteria for a Certificate of Appropriateness shall be as described in the Ordinance, as supplemented herein.

<u>G. Waiver; Modification</u>. The Commission, at its sole discretion, may waive or modify strict compliance and interpretation of the Ordinance and/or these Design Standards, if it finds that a proposed change: (i) is not detrimental to any Contributing Resource, (ii) is visually compatible with the Historic Character of the District, and (iii) complies with all other standards, and/or requirements of applicable ordinances and codes.

II. Definitions

- A. <u>Building</u>: A construction created principally to shelter any form of human activity (for example, a house, garage, shed, or barn).
- B. <u>Certificate of Appropriateness</u>: A document evidencing approval by the Commission of an application to make a Material Change to a Resource.
- C. <u>Contributing</u>: That which adds to the historic, architectural, or archaeological value of the District and is within the Period of Significance.
- D. <u>Demolition by Neglect</u>: Deterioration of exterior features of any Resource leading to any of the following defects:
 - 1. Structural decay of vertical and horizontal supports that causes leaning, sagging, splitting, listing, or buckling.
 - 2. Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows and doors.
- E. <u>Historic Character</u>: The historic features, finishes, materials, construction techniques, examples of craftsmanship, architectural details, forms, and placement of a Contributing Resource, whether original to the Contributing Resource or alterations that have acquired historic significance.

- F. <u>Material Change</u>: A change that will affect the exterior architectural features of any Resource in the District. Such changes include, but are not limited to, the following:
 - 1. A reconstruction or alteration of the size, shape, or facade of a Resource, including repositioning any architectural features, details, or elements;
 - 2. Demolition or relocation of a Resource;
 - 3. New additions, exterior alterations, or related new construction of a Resource;
 - 4. Erection, alteration, restoration, or removal of a Building, including foundations, exterior walls, windows, doors or other entrances, railings, porches, fences, steps, or appurtenant features, exterior architectural details such as roofs, and chimneys, and excepting paint alterations; and
 - 5. Erection or alteration of any sign that is visible from the public right-of-way except when replacing an existing sign with a new sign the same size or smaller than the original sign.
- G. <u>Non-Contributing Resource</u>: A Resource that does not add to the historic, architectural, or archaeological value of the District and is not within the Period of Significance.
- H. <u>Object</u>: A construction that is not a Building or Structure and is primarily artistic in nature or relatively small in scale, and associated with a specific setting appropriate to its historic use, role or character (for example, a fountain, milepost, or memorial).
- I. <u>Period of Significance:</u> The time period from approximately 1820 to 1930 when the District was associated with important events, activities, or persons, and attained the characteristics that qualified it to be designated the Isle of Hope Historic District.
 - J. Resource: Any Building, Structure, or Object within the District.
 - K. <u>Site</u>: The area of ground on which a Building, Structure, or Object is constructed or placed.
- L. <u>Structure</u>: As distinguished from Buildings, a construction made for purposes other than human shelter (for example, a dock, bridge, or silo).
 - M. <u>Viewshed:</u> The line of sight to and from a Resource from the public right-of-way.

III. Alterations and Additions to Contributing Resources

- A. <u>Intent</u>: The intent of these Design Standards is to ensure that the Historic Character of Contributing Resources is preserved to the maximum extent possible, that alterations and additions to Contributing Resources are appropriate, and that the historic integrity of Contributing Resources is protected while allowing new or expanded uses. All Contributing Resources shall be identified on the "Isle of Hope Historic District District Contributing Classification of Resources Boundary Map."
- B. <u>Location</u>: The primary Contributing Building shall retain the most prominent location on the Site, and alterations, new construction and/or additions shall be subordinate to the primary Contributing Building.
- C. <u>Driveways and Parking Areas</u>: To convey a sense of place, a primary Contributing Building should be prominent in relation to the accommodation of vehicles, and the primary Contributing Building and its driveway and parking area should be situated in a manner consistent with the District's historic development patterns.
- D. <u>Additions to Contributing Resources</u>: Additions to Contributing Resources shall comply with the following requirements and the Design Standards for new construction in Section VI herein:
 - 1. Additions shall be subordinate to the Contributing Resource and not obscure or destroy any of its Historic Character.
 - 2. Additions shall not be on the primary or front facade of a primary Contributing Resource.
- E. <u>Preservation</u>: The following Design Standards shall be applied to assess the appropriateness of an alteration to a Contributing Resource:
 - 1. The Historic Character of a Contributing Resource shall be retained and preserved. The removal of any aspect of the Historic Character of a Contributing Resource shall be avoided.
 - 2. The Contributing Resource shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other Buildings or other time periods, shall not be undertaken.
 - 3. Most Contributing Resources change over time. Those changes that have acquired historic significance in their own right shall be retained and preserved.
 - 4. Historic features, materials, and architectural details that have deteriorated shall be repaired rather than replaced. Where the severity of deterioration requires replacement, the

- replacement shall match the old in design, color, texture, and other visual qualities and, where possible, materials.
- 5. Material Changes shall not destroy the Historic Character. The new work shall be compatible with the mass, size, scale, and architectural features to protect the historic integrity of the Contributing Resource and its environment.
- 6. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the Contributing Resource and its environment would not be impaired.

IV. Relocation of Contributing Resources

A. <u>Intent</u>: Relocating Contributing Resources is detrimental to the historic fabric of the District because the location, context, and setting of a Contributing Resource is significant. Moving a Contributing Resource may destroy the relationship between the Contributing Resource and its surroundings, associations with historic events and persons, potential archaeological Contributing Resources, and historic features such as landscaping, foundations, and chimneys. Relocating also may create a false sense of historic development. However, there are exceptional circumstances which may require relocation.

B. Relocation Standards:

- 1. Contributing Resources within the Bluff Historic District shall not be moved out of the Isle of Hope National Register District. If approval to move is obtained, the new location shall be in as close proximity as possible to the original location and shall approximate the Historic Character and development of the original Site.
- 2. The Contributing Resource shall be in sufficient condition to move without causing significant damage to the Contributing Resource.
- C. <u>Documentation:</u> When a Contributing Resource is proposed for relocation, the Commission shall determine that the standards in the Ordinance have been met and the application for a Certificate of Appropriateness includes the following additional documentation:
 - 1. Detailed explanation of the reason for the relocation and why it cannot be avoided, such as the relocation is required to alleviate an immediate threat to public health or public safety as confirmed by the County Manager, or the relocation is required to avoid demolition
 - 2. Detailed site plan of the proposed Site.
 - 3. Detailed description of how the proposed Site is compatible with the Historic Character of the Contributing Resource.
 - 4. A report from a structural engineer, licensed in the State of Georgia, with demonstrated experience in renovation, restoration or rehabilitation, as to the structural soundness of the Contributing Resource and its capacity for relocation. All dangerous, hazardous, or unsafe conditions shall be identified.
 - 5. Information documenting the construction date, history, and development of the Contributing Resource.
- D. <u>Conditions:</u> In granting a Certificate of Appropriateness for relocation, the Commission may impose, in addition to those conditions listed herein, reasonable conditions, such as documentation and salvaging requirements, that will mitigate the negative effects of the relocation.

V. Demolition of Contributing Resources

- A. <u>Intent</u>: Demolishing Contributing Resources permanently destroys the historic fabric of the District and is detrimental to the public interest. Demolition should be undertaken only when it is the only viable option.
- B. <u>Documentation:</u> When a Contributing Resource is proposed for demolition, the Commission shall determine that the standards in the Ordinance have met and the application for a Certificate of Appropriateness includes the following additional documentation:
 - 1. A report from a structural engineer, licensed in the State of Georgia, with demonstrated experience in renovation, restoration or rehabilitation, as to the structural soundness of the

- Contributing Resource and its adaptability for continued use, renovation, restoration or rehabilitation. All dangerous, hazardous, or unsafe conditions shall be identified.
- 2. Evidence that the owner(s) has given a notice of intent to demolish, in whole or in part, by registered mail, to all property owners on the street.
- 3. A copy of an order for demolition, in whole or in part, signed by the Director of the Chatham County Department of Building Safety and Regulatory Services, due to an immediate dangerous, hazardous or unsafe condition.
- 4. Evidence that the order for demolition, in whole or in part, has been reviewed and signed by the Chatham County Manager.
- C. <u>Conditions:</u> In granting a Certificate of Appropriateness for demolition, the Commission may impose, in addition to those conditions listed herein, reasonable conditions, such as documentation, that will mitigate the negative effects of the demolition.

VI. Alterations to Non-Contributing Resources and New Construction

- A. <u>Intent</u>: The intent of these Design Standards is to ensure appropriate and compatible alterations to Non-Contributing Resources and new construction within the District.
- B. <u>Standards</u>: The following Design Standards shall be applied to assess the appropriateness of all alterations to Non-Contributing Resources and all new construction within the District:
 - 1. Viewshed: Buildings and Structures shall not negatively impact the Viewshed.
 - 2. Location:
 - (a) The primary Building shall have the most prominent location on the Site.
 - (b) Accessory Buildings and Structures (other than a dock or boat house) shall be situated to the side or rear of the primary Building.
 - (c) Rhythm of primary Buildings on street: The open spaces between a primary Building and its adjacent primary Buildings on a street shall be visually comparable to open spaces between other primary Buildings on the street.
 - (d) Setbacks:
 - i. The front yard setback shall be the average of the setbacks for the primary Contributing Buildings within the block.
 - ii. A minimum rear yard setback of 30 feet shall be maintained. Where applicable, the rear 15 feet of such area shall be used for meeting the off-street parking requirements.
 - iii. A minimum side yard setback of 15 feet shall be maintained for the primary Building and residential accessory Buildings. A minimum side yard setback of 20 feet shall be maintained for nonresidential Buildings and Structures.

3. Height and Mass:

- (a) General: The height and mass of any accessory Building or Structure shall not exceed the height and mass of the primary Building.
- (b) Height: The maximum height of all Buildings and Structures located between Bluff Drive in the District and the Skidaway River shall be 15 feet above grade or 15 feet above the 100-year flood plain, whichever is higher. For all other sites within the District, the maximum height of a primary Building shall be within ten percent of the average height of all primary Contributing Buildings within the block. If there are no primary Contributing Buildings within the block, the maximum height shall be within ten percent of the average height of all primary Buildings within the block.
- (c) Mass: The mass of a primary Building shall be comparable to the mass of all primary Contributing Buildings within the block. If there are no primary Contributing Buildings within the block, the mass shall be comparable to the mass of all primary Buildings within the block.
- (d) Lot Coverage: The maximum aggregate Buildings coverage shall not exceed 40 percent of the lot area.

4. Foundation:

(a) Intent: Foundations that match the traditional pattern of construction in height and materials complement the craftsmanship of existing construction. The visual impression

- of separate piers is important to the look of traditional construction in the District.
- (b) Materials: Foundations shall be constructed of brick, stone, tabby, or traditional (hard coat) stucco over concrete block piers.
- (c) Configuration:
 - i. Foundations shall have a finished floor height at least 30 inches above grade.
 - ii. The space between piers may be filled with wood lattice, brick, or traditional (hard coat) stucco over concrete block, but it must be recessed at least three inches behind the front edge of the pier so that the piers are clearly visible and differentiated.
 - iii. Foundations shall be recessed beneath a Building or a Structure and not project forward of the exterior walls.

5. Exterior Walls:

- (a) Intent: Exterior walls of Buildings and Structures should reflect and complement the traditional materials and construction techniques of the District's architecture.
- (b) Materials: Exterior walls shall be constructed of brick, wood, traditional (hard coat) stucco, or smooth fiber-cement siding in a wood-lap or board and batten style.
- (c) Configuration:
 - i. Blank wall areas shall not exceed 15 feet in vertical direction and 30 feet in the horizontal direction visible from a public right-of-way.
 - ii. If different exterior construction materials are used, the material that is visible from a public right-of-way must wrap around the corner of the Building or Structure and not stop on the primary or front facade.

6. Windows:

- (a) Intent: The placement of windows should provide a sense of rhythm and continuity in architecture.
- (b) Materials:
 - i. Window casings and sashes shall be made of wood or clad wood material.
 - ii. Window glass other than stained glass shall be transparent with no dark tints or reflective effects.
- (c) Configuration:
 - i. The arrangement of windows shall be similar to historic arrangement patterns in the District.
 - ii. Windows shall be taller than they are wide, except for accent windows.
 - iii. Windows shall be double-hung, triple-hung, or casement.
 - iv. Framing members shall be covered with appropriate trim. Trim shall feature a header, surrounds, and a pronounced sill where appropriate.
 - v. Between-the-glass muntins shall not be permitted.
 - vi. Bottom window sashes shall be inset not less than three inches from the facade.
- (d) Exterior Shutters:
 - i. Shutters shall be constructed from a durable wood species or a smooth fibercement wood.
 - ii. Shutters shall be sized to fit the window and able to be closed over the window.

7. Doors and Entrances:

- (a) Intent: The placement of doors and entrances should provide a sense of rhythm and continuity in architecture.
- (b) Materials: Doors and transoms shall be glass, wood, clad wood or steel (without wood grain simulation).
- (c) Configuration: The front door shall face the primary street on which the primary Building is located (normally the street from which it takes its address).
- 8. Porches, Decks, and Balconies:
 - (a) Intent: Porches, decks, and balconies enhance the sense of rhythm in architecture, provide visual interest, and promote the sense of community.

- (b) Materials for Porches and Decks:
 - Piers and base walls shall be the same material as the foundation wall facing the street.
 - ii. Flooring, stair treads, and risers shall be constructed of brick, a durable wood species, a smooth fiber-cement wood, concrete, tabby or stone.

(c) Configuration:

- i. Porches, Front Entrance. A primary Building shall have a first-floor front porch with a minimum depth of six feet over a minimum of 50 percent of the width of its front.
 - (A) Porch columns shall have a cap and base molding.
 - (B) Porches shall have a railing system with balusters placed between the upper and lower rails.
- ii. Porches, Secondary Entrances. All entrances other than entrances on the front of primary Buildings shall have a porch that may be covered or uncovered, and may be enclosed with wire mesh screening, glass, wood lattice, or shutters.
- iii. Decks. Any uncovered deck shall be at the rear of the primary Building, except as a part of a dock or boat house.
- iv. Balconies. Residential balconies shall not extend more than three feet in depth from the face of a primary Building and shall be supported by brackets or other types of architectural support.

9. Roofs:

- (a) Intent: Roof forms should be designed to provide visual interest in a manner that is consistent with Contributing Buildings within the block.
- (b) Materials: Roofs shall be constructed of standing seam metal, V-crimp, slate or equivalent synthetic material, or architectural asphalt or similar shingles.
- (c) Configuration:
 - i. The roof shape shall match the predominant roof shape of Contributing Buildings within the block. If there are no Contributing Buildings within the block, or if there is no predominant roof shape, the roof shape shall be compatible with Buildings within the block.
 - ii. Gable and hip roofs shall be symmetrically pitched between 4:12 and 8:12.
 - iii. Shed roofs and porch roofs, subordinate and attached to the primary Building, shall be pitched between 2:12 and 6:12.
 - iv. Skylights and roof vents shall be permitted only on the roof plane opposite the public right-of-way facade, or when screened from public view.
 - v. Eaves shall extend no fewer than 12 inches beyond the supporting walls.
 - vi. Dormers are permitted.
 - vii. Applied mansard roofs are not permitted.
- 10. *Docks and Dock Structures:* In addition to the requirements of the Georgia Department of Natural Resources, the Army Corps of Engineers, and other regulatory bodies, docks and dock Structures should be consistent with the height and mass, and reflect and complement traditional materials and construction techniques, of docks in the District.
- 11. *Mechanical Equipment and Refuse Containers:* These items shall not be visible from the public right-of-way.
- 12. Lighting:
 - (a) On Buildings and Structures: Materials, design, and placement of light fixtures shall be compatible with the Historic Character of the District.
 - (b) On dock Structures and their walkways: Materials, design, and placement of light fixtures shall be compatible with the Historic Character of the District and shall not negatively impact neighbors.
- 13. Grandfathered Features: All features within the District that do not comply with these Design Standards shall be deemed to be nonconforming or "grandfathered." When considering a Certificate of Appropriateness for alteration to the exterior of an existing structure, a grandfathered feature shall be permitted to remain, expand, and/or be replicated on the same structure.

VII. Site

A. <u>Parking and Pavements</u>:

- 1. *Intent*: Parking areas should be located to the side and rear of Buildings so that streets are not obstructed and active pedestrian streets are protected.
- 2. *Materials*: Use of pervious paving shall be encouraged.
- 3. *Configuration*:
 - (a) Paved areas shall be kept to a minimum with the primary Building having the most prominent position.
 - (b) Breaking up large paved areas into smaller, landscaped islands of paving is encouraged. Landscaped islands shall be required when the footprint of the paving exceeds 1,500 square feet. When required, the landscaped area shall be at least five percent of the total paved area.
 - (c) Where a parking lot or storage lot extends over 30 feet in length along any public right-of-way, a 36-inch-high wall or fence shall be placed parallel to the public right-of-way in order to screen the lot.
 - (d) Paved driveways for residential properties shall not be wider than 12 feet.
- 4. Limitation: Paved walkways less than 4 feet in width are exempt from review.

B. Fencing and Walls:

- 1. *Intent*: Fences and walls can help define outdoor spaces, separate private and public areas, and add architectural interest.
- 2. *Materials*:
 - (a) Walls and fences shall be constructed of wood, smooth fiber-cement wood, iron, or brick.
 - (b) Chain-link fences are discouraged and may be installed only along the rear lot line and along the side lot lines backward of the primary Building's rear facade.
- 3. *Configuration*:
 - (a) A fence or wall along the street, property line or any side lot line forward of the primary Building's rear façade shall be 4 feet or less.
 - (b) A fence or wall along the rear lot line and along the side lot lines backward of the primary Building's rear façade shall be 8 feet or less.
- C. <u>Pools</u>: Pools shall be located to the side or rear of the primary Building and shall be screened from view from the public right-of-way.

VIII. Protective Maintenance of Resources

- A. <u>Intent</u>: Lack of maintenance that leads to Demolition by Neglect detracts from the aesthetic appearance of the District, creates hazardous conditions, and lessens property values.
- B. <u>Maintenance Required</u>: All Resources shall be preserved against decay and deterioration. Exterior walls, roofs, foundations, doors, and windows shall be maintained or secured in a weather-tight condition to prevent structural decay.
- C. <u>Certificate of Appropriateness</u>: A Certificate of Appropriateness is not required if the ordinary maintenance or repair work of any exterior feature to correct deterioration, decay, or damage does not involve a Material Change in design, material, or exterior appearance.
- D. <u>Securing Vacant Property</u>: All windows and doors, except the front door through which access to the interior of the Building or Structure is made, shall be secured, at a minimum, in accordance with the standards and/or requirements of applicable ordinances and codes. Additionally, the following measures shall be undertaken:
 - 1. A deadbolt lock or other locking device shall be installed on the front exterior door above the existing lockset.
 - 2. All exterior sheathing shall be painted with at least one coat of primer on all exterior surfaces.
 - 3. Leaking roofs shall be repaired so that water cannot enter the Building or Structure.
 - 4. Exterior walls shall be sheathed such that weather cannot penetrate the Building or Structure.

[END OF DOCUMENT]

Isle of Hope Historic District District- Zoning Analysis							
· · · · · · · · · · · · · · · · · · ·				Proposed H-O			
						35' from marsh ("shall not	
						apply to any type of marina,	Average of the setbacks for the
Front yard setback (from						commercial marine use, or	primary contributing buildings
centerline)	55'	55'	55'	55'	5'	docking facility")	within block
						35' from marsh ("shall not	
						apply to any type of marina,	
						commercial marine use, or	15' residential structures, 20' non-
Side yard setback	5'	5'	5'	5'	10'	docking facility")	residential structures
						35' from marsh ("shall not	
						apply to any type of marina,	
						commercial marine use, or	
Rear yard setback	25'	25'	25'	25'	-	docking facility")	30'
Lot coverage	40%	40%	40%	40%	-		40%
Greenspace required						30%	
							Between Bluff Dr and Skidaway
							River: 15' above grade or 100 yr
							flood plain, whichever is greater.
							All other properties: within 10% of
						36' above grade or 100 yr	the average height
						flood plain, whichever is	of all primary contributing
Maximum Height	36'	36'	36'	36'	_	higher	buildings within the block.



AGENDA ITEM: 11.2

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Andre Pretorius, Assistant County Attorney

ISSUE:

Amendment to Chapter 21: Article XII – Fire Protection Service Fee of the Chatham County Code.

BACKGROUND:

Southside Communities Fire Protection, Inc. d/b/a Chatham Emergency Services ("CES") provides fire protection services to many property owners within the County's unincorporated area. In some areas, CES has been the local fire department since the 1940s. CES funds its operations through subscription payments collected from property owners.

Chatham County has never directly provided fire services in the unincorporated area. When the Special Service District for the County was established, a list of services to be provided by the County was outlined. Fire services was not listed.

CES has expressed strong concerns about its continued ability to fund fire service operations and has requested assistance from the County. The County set up an Ordinance to initiate a Fire Service Protection fee, which was approved in June of 2022. The following are amendments to the fire fee structure of Appeals and Penalties.

FACTS AND FINDINGS: Removal of language in the ordinance to ease access to appeals and remove unnecessary penalties language.

BLUEPRINT ALIGNMENT:

Quality of Life, Goal 4: Provide effective and efficient government services while ensuring that processes and procedures are planned and executed with transparency.

FUNDING:

No additional funding is required to amend the Fire Service Fee Ordinance

ALTERNATIVES:

- 1. Amend the Fire Protection Service Fee Ordinance.
- **2.** Do not Amend the Fire Protection Service Fee Ordinance.

POLICY ANALYSIS:

Board action to approve the Ordinance amendments will modify service fee charges to the County provides within the unincorporated area. CES will in effect become a vendor instead of a service provider, and the County will become a service provider for fire protection services.

RECOMMENDATION:

Approve the amendments to the Fire Protection Service Fee Ordinance.

#R: FSPO 8-31-2023

Andre Pretorius Pending Completed R. Jonathan Hart 08/31/2023 1:08 PM Janice E. Bocook Pending Pending Danielle Hillery Michael A. Kaigler Pending Linda Cramer Pending Pending 09/08/2023 9:30 AM **Board of Commissioners**

AMENDED FIRE PROTECTION SERVICE FEE ORDINANCE

AN AMENDMENT TO THE ORDINANCE TO AMEND SEC. 21.1208. FIRE PROTECTION SERVICE FEE CHARGE - BILLING, DELINQUENCIES, COLLECTIONS, ADJUSTMENTS, AND REMOVE THE FOLLOWING LANGUAGE IN 2. (a) "ALTERNATIVELY, THE COUNTY MAY CHOOSE TO PLACE A LIEN ON THE PROPERTY WITH THE SUPERIOR COURT OF CHATHAM COUNTY FOR THE UNPAID FEE BALANCE PLUS COURT COSTS AND LATE CHARGES." AMEND SEC. 21.1209. APPEALS AND HEARINGS AND REMOVE "B. 85% OF THE FIRE FEE MUST BE PAID BEFORE FILING AN APPEAL. APPEALS FILED WITHOUT THE MINIMUM PAYMENT WILL BE DENIED. ONCE THE COUNTY MANAGER HAS RENDERED A DECISION, ALL REMAINING BALANCES ARE DUE WITHIN 30 DAYS OF THE NOTIFICATION DATE. C. IF THE APPEAL RESULTS IN AN ADJUSTMENT, ANY OVERPAYMENTS WILL BE REFUNDED WITHIN 30 DAYS OF THE FINAL DECISION BY THE COUNTY MANAGER. E. 85% OF THE FIRE FEE MUST BE PAID BEFORE FILING AN APPEAL. APPEALS FILED WITHOUT THE MINIMUM PAYMENT WILL BE DENIED. ONCE A DECISION HAS BEEN RENDERED, ALL REMAINING BALANCES ARE DUE WITHIN 30 DAYS OF THE NOTIFICATION DATE."

BE IT ORDAINED BY the Board of Commissioners of Chatham County, Georgia, and it is hereby ordained by the authority thereof that Chapter 21 of the Code of Ordinances of Chatham County is hereby repealing the existing Fire Protection Service Tax Ordinance and replacing it with a new Article, to be known as Article XII, which Article shall provide as follows:

Section 1201: Article XII and Chapter 21 of the Chatham County Code, as amended, relating to fire protection services is amended by adding the following pertaining to the establishment of the Fire Protection Service Fee:

Chapter 21: Article XII – Fire Protection Service Fee

This ordinance shall serve the purpose of the establishment and set up of the Fire Protection Service Enterprise Fund and assessment of a Fire Protection Service Fee.

Sec. 21.1201. Findings of Fact

- 1. The Chatham County Board of Commissioners make the following findings of fact:
 - a. Chatham County, Georgia is authorized by the Georgia Constitution, including, without

- limitation, Article IX, Section II, Paragraph III thereof and O.C.G.A. § 25-3-4, to provide fire protection service.
- b. Chatham County, Georgia is authorized by the Georgia Constitution, including, without limitation, Article IX, Section II, Paragraph VI thereof, to create special service districts for the provision of services within such districts, and to levy and collect within such districts fees and assessments to pay, wholly or partially, the cost of providing such services therein.
- c. In accordance with O.C.G.A. § 36-70-20, there are areas of unincorporated Chatham County that are serviced by a fire department defined in the Service Delivery Strategy. There are other areas of the unincorporated County which are serviced by municipal fire departments and volunteer/nonprofit fire departments.
- d. A system for fire protection provides benefits to all properties within the County and surrounding areas, through increased value and marketability, heightened use and enjoyment of the property, reduced risk to life and property due to fire, and reduced insurance premiums.
- e. The cost of maintaining a constant state of availability, readiness and preparedness, which is the primary function of a fire department, should, to the extent practicable, be allocated in relationship to the services made available to the property serviced by the fire department. Initial fire response to a particular property, and the cost to the fire department to be prepared to provide such a response, is affected by building size, land use, and the risk (i.e. the probability and/or the consequence) of a fire occurring at a particular property.
- f. Given Chatham County's fire protection program service delivery needs, goals, priorities and funding strategy, it is appropriate to authorize the formation of a Fire Service Area and for the County to provide administrative services dedicated specifically to the management, maintenance, protection, regulation, use, and enhancement of fire protection services, systems and facilities therein.
- g. It is practical and equitable to allocate the cost of maintaining a constant state of availability, readiness and preparedness to provide fire protection services among the owners of property of the Fire Service Area in proportion to the demands of the properties. The fair and equitable apportionment of costs via a fee structure should correlate to the costs of providing fire protection services made available to property owners, and the characteristics of the property including the size of the property and structures thereon.

- h. The fire protection services to be provided by Chatham County include, but are not limited to: protection of the public health, safety, and welfare of the community.
 Provision of fire protection services renders and/or results in both a service and a benefit to all properties, property owners, citizens, and residents of the Fire Service Area.
- i. The County may supplement any assessed Fire Protection Service Fees by other types of fees and charges, including, but not limited to, special service fees, special assessments, and other forms of revenue, as deemed appropriate by the Board of Commissioners.
- j. It is imperative that the proceeds from all service fee charges for fire protection services, systems or facilities, together with any other supplemental revenues raised or otherwise allocated specifically to fire protection services, systems or facilities, be dedicated solely to those purposes, and such proceeds of service fee charges and supplemental revenues shall therefore be deposited into an Enterprise Fund and shall remain in that fund and be dispersed only for fire protection capital, operating and non-operating costs, lease payments and debt service of bonds or other indebtedness for fire protection purposes.
- k. In accordance with the Georgia Insurance Commissioner's requirements under Bulletin 91-PC-14 and the State Fire Marshall, the insurer or its agent should take the initiative in determining the eligibility of the insured for the reduced fire protection class for each new or renewal policy issued for those individuals that are in compliance with the Fire Protection Service Fee.
- In order to protect the health, safety and welfare of the public, the Board of Commissioners of Chatham County, Georgia hereby concludes the assessment of a Fire Protection Service Fee, accounted for in a Fire Protection Service Enterprise Fund, is warranted as the best available means of addressing the foregoing needs.

Sec. 21.1202. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- 1. County shall mean the Chatham County Board of Commissioners, the County Manager or other County employees or designees.
- 2. Customers, shall include all persons, properties, and entities serviced by and/or benefiting from the fire protection services provided by the County or its designee. These services

include, but are not necessarily limited to, the administration, management, and operation of fire protection systems for the purposes of fire protection.

- 3. Fire Protection Services mean all services provided by the County which directly or indirectly relate to the following:
 - a. Fire safety prevention and protection;
 - b. Management and operation of the fire protection program;
 - c. Maintenance, repair and replacement of existing fire protection facilities and equipment;
 - d. Planning, development, design and construction of additional fire protection facilities to meet the current and anticipated future needs;
 - e. Emergency management services, including roadside and emergency assistance throughout the unincorporated area;
 - f. Regulation and enforcement of fire safety prevention and protection services and facilities; and
 - g. Compliance with applicable State and Federal fire protection regulations and permit requirements.
- 4. Fire Department means a fire department designated by the County to provide fire protection services within the Fire Service Area through the service delivery strategy or an agreement between both parties.
- 5. Fire Protection Service Fee means the periodic service fee charge imposed pursuant to this Article, and other applicable Articles, by Chatham County for providing fire protection services. This term shall exclude special charges to the owners of particular properties for services or facilities related to fire protection, including, but not limited to, charges for fire inspections for which a corresponding fee may be collected for the service rendered.
- 6. Fire Service Area means the special service district within unincorporated Chatham County where fire protection services are provided, as defined in the Service Delivery Strategy and are not billed by a separate fire service provider by another municipality or a vendor selected by Chatham County or a department of Chatham County, or a volunteer fire department.
- 7. Structure is defined as anything constructed or erected with a fixed location on the ground. Among other things, structures include buildings, mobile homes ('manufactured

homes'), walls, fences, billboards, and poster panels. The word "building" shall be deemed to include in its meaning the word "structure." Structures being billed is listed in Sec. 21.2113.

- 8. Property or Properties includes real property parcels and non-homesteaded mobile homes.
- 9. Unimproved Property means a real property parcel with no structures located within the parcel boundaries.
- 10. Unimproved Property Customer shall mean a utility customer whose property meets the definition of an unimproved property.
- 11. Wetland means land consisting of marshes, swamps; saturated land.
- 12. Current valid fire protection service means: Payment in full of the Fire Protection service fee by the customer located within the special service district within unincorporated Chatham County where fire protection services are provided, as defined in the Service Delivery Strategy or evidence of a valid fire protection service provided by a separate fire service provider by another municipality or a vendor selected by Chatham County or a department of Chatham County, or a volunteer fire department.

Sec. 21.1203. Responsibilities of County Manager.

- 1. It shall be the responsibility of the County Manager to administer the Fire Protection Service Fee Ordinance on behalf of the Chatham County Board of Commissioners and to make recommendations to the governing body of Chatham County as to the management and operations of fire protection services in the Fire Service Area. The County Manager may designate staff to carry out the administrative provisions of this ordinance and any contract provisions through related memorandums of understanding for fire protection services. The County Manager will fulfill all other duties and responsibilities as provided within this Ordinance and related memorandums of understanding that are not assigned to other parties.
- 2. The County Manager will utilize the property tax digest information provided by the Chatham County Board of Assessors' and records of the Department of Building Safety

- & Regulatory Services or other County departments to identify customer classes and other information used to calculate Fire Protection Service Fees.
- 3. The County Manager will commence the assessment and collection of the Fire Protection Service Fee effective July 1, 2022.

Sec. 21.1204. Fire Protection Service Enterprise Fund established.

- 1. There is hereby established an account within the County's financial records to be known as the Fire Protection Service Enterprise Fund which will account for fire protection services throughout the Fire Service Area, and which shall provide for the management and operations and revenues associated with fire protection services.
- 2. All revenues and receipts of the Fire Protection Service Enterprise Fund shall be expended solely for the provision of Fire Protection Services; provided, however, that County may allocate other revenues and/or resources not accounted for in the Fire Protection Service Enterprise Fund for Fire Protection Services as deemed appropriate by the County.

Sec. 21.1205. Fire Protection Service Fees established

- 1. All Properties within the Fire Service Area are subject to an annual Fire Protection Service Fee assessment effective July 1, 2022.
- 2. The County Manager shall recommend Fire Protection Service Fee rates to the Board of Commissioners for Properties within the Fire Service Area. The recommendation will apportion the cost of delivering fire protection services in a fair and equitable manner based on the characteristics of the property including but not limited to square footage of structures.
- 3. The Fire Protection Service Fee charged within the Fire Service Area is authorized within this Article. The County may consider many factors when establishing fees or rates, including the land use, building square footage, parcel acreage, and/or other pertinent items.
- 4. Fire Protection Service Fee rates shall be set and may be modified at least annually by the Chatham County Board of Commissioners. A schedule of said rates shall be on file

in the office of the County Clerk of Chatham County. In setting or modifying such rates, it shall be the goal of the County to establish rates that are fair, equitable and reasonable in order to fund the cost of fire protection services, systems, equipment and/or facilities needed to provide effective fire protection. Costs may include, but are not limited to, the payment of debt obligations, lease payments, operating expenses, contractual obligations, capital outlays, non-operating expenses, bad debt expense, provisions for prudent reserves and other costs as deemed appropriate by the governing body of Chatham County. Fees charged during the County's fiscal year will be used to offset costs incurred or paid. Any unexpended fees will lapse to reserve or be appropriated for fire protection.

- 1. The Fire Protection Service Fee shall be based upon a combination of a flat fee for the land or a variable rate for the square footage of all main and ancillary structures based on the most recent Digest approved by the Board of Assessors, including mobile homes and ancillary structures outlined in Sec. 21.1213. Property codes for ancillary structures used in the rate calculations are included in Section 21.1213. Structures classified as a church or school will receive a 50% billing discount.
 - a. The Fire Protection Service fee for any unimproved/vacant parcel is \$100.
 - b. The Fire Protection Service fee for burnable structures on any improved parcels, including the main structure and ancillary structures listed in section 21-1213, is \$.0.14 per square foot with a minimum fee of \$100.

Sec. 21.1206. Fire Protection Service Fee Charge Exemptions.

- Except as provided in this section or otherwise provided by law, no public or private
 property located in the Fire Service Area shall be exempt from the Fire Protection Service
 Fee charges. The Fire Protection Service Fee is not a tax and no exception, credit, offset,
 or other reduction shall be granted based on age, economic status, race, religion,
 disability, or other condition unrelated to the cost of providing fire protection services and
 facilities.
- 2. Exemptions to the fire protection fee charges are as follows:
 - a. Linear rights-of-way (i.e. roads, tracks, rails, roadbed) outside of defined parcel limits shall be exempt from Fire Protection Service Fee charges. This exemption is in recognition of the right of any provider to collect emergency response fees for emergency response services provided within the right-of-way.

- b. The Board may assign discounts or surcharges to specific property classifications or property types during the adoption or amendment of the rate structure for the Fire Protection Service Fee.
- c. Exempted from 21-1213 are residential property class docks with property codes 6711-6717, 6757 and 9711-9714.
- d. Exempted form 21-1213 are Pool Screen enclosures listed as property code 2016

Sec. 21.1207. Fire Protection Service Fee Charge Credits. (Reserved)

<u>Sec. 21.1208</u>. Fire Protection Service Fee Charge - Billing, Delinquencies, Collections, Adjustments.

- 1. The property owner or account holder, as identified from County Tax Assessor parcel GIS database information, Tax Digest and other public records of Chatham County, shall be obligated to pay the applicable fire protection fee charge.
 - a. Billing. Fire Protection Service user fee charges shall be billed by the Chatham County Board of Commissioners effective July 1, 2022 as provided in this Article.
 - b. The owner of the property on July 1, 2022 will be responsible for the fire fee, and the billing for the Fire Fee will cover services during the twelve month period beginning on the 1st of July every year after. The owner of the property on the 1st of July every year, will be responsible for the payment of the Fire Protection Service fee.
 - c. Should there be an ownership change during the year, the new owner will be responsible for the unpaid balance of the Fire Protection Service Fee. Any unpaid balance must be collected and remitted at the time of closing.
 - d. The property owner will be charged the Fire Protection Service Fee for land and structures of multi-family residential properties that are part of a larger common

development such as apartment complexes or manufactured home parks.

- e. A bill for the Fire Protection Service Fee may be sent through the United States Postal Service or by alternative means, notifying the Fire Protection Service customer of the following items (as a minimum): The Fire Protection Service Fee charge amount (less any approved credits), the date the payment is due, the date when payment is past due, and any late charges assessed.
- f. Failure to receive a bill shall not be justification for nonpayment. Regardless of the party to whom the bill is initially directed, the owner of each property subject to Fire Protection Service Fee charges shall be ultimately obligated to pay fire protection service fee charges and any penalties or interest charges established by the governing body of Chatham County.
- g. If a property is unbilled, or if no bill is sent for a particular tract of property, the County may back bill for a period of up to three (3) years, but not before July 1, 2022, but shall not be entitled to any interest or any delinquency charges during the back billed period.

2. Delinquencies and Collections

- a. Unpaid Fire Protection Service Fees shall be collected by any means allowed under law, including but not limited to filing suit to collect on an unpaid account and by using all methods allowed by Georgia law to collect on any judgment obtained thereby, including enforcement of any lien resulting from any such judgment. Unless reduced to a judgment and a writ of fieri facias issued, the unpaid user fee charge shall not constitute a direct lien against the owner or the property.
- b. The Fire Protection Service Fee shall be due and payable in full to Chatham

- County each year and shall, if not paid by the due date on the bill each year, be subject to delinquency penalties as described in this article.
- c. A late charge penalty of the greater of \$25 or ten percent (10%) of the amount due shall be assessed against the customer for the unpaid balance of any Fire Protection Service Fee that becomes delinquent in accordance with applicable State law and County Ordinance provisions. In addition, the County shall assess all costs of collection, including attorney's fees and court costs, against the property owner.
- d. Adjustments. The County Manager and other County Officials including the Chatham County Board of Assessors shall administer the procedures and standards for the adjustment of the fire protection service fee charge.

Sec. 21.1209. Appeals and Hearings

- a. Appeals. An Administrative Appeal to the County Manager may be taken by any property owner, customer, and/or representative. The appeal shall be taken within 30 calendar days of the due date on billing statement by filing with the County Finance Director a Notice of Appeal in writing specifying the grounds thereof.
- b. Hearings. The County Manager shall fix a reasonable time for hearing the appeal and give written notice to the appellant at least ten (10) calendar days prior to the hearing date. The notice shall indicate the place, date, and time of the hearing. The decision of the County Manager will be final, and there shall be no further administrative appeal rights. Any person aggrieved or dissatisfied with the decision of the County Manager may petition the Superior Court of Chatham County for Writ of Certiorari.
- c. Data Correction. The Finance Director shall report appeals regarding corrections

of square footage and/or ownership to the Board of Assessors. Appeals for square footage shall comply with the BOA formal/informal appeals procedures. The square footage appeal must be anticipated to result in a minimum adjustment of the Fire Fee billing of \$25 or greater.

<u>Sec. 21.1210</u>. Severability. If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance.

<u>Sec. 21.1211</u>. **Repealer.** All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, provision or clause of this ordinance are hereby repealed to the extent of the conflict.

Sec. 21.1212. Penalties and fines authorized

- 1. All Properties located in the unincorporated Fire Service Area of the county must have a current valid fire protection service that provides on-demand, emergency firefighting capacity. The Fire Protection Service shall be with a provider who is recognized by the County in the Service Delivery Strategy filed with the State and an approved fire department with the State of Georgia. Failure to have a recognized Fire Service Protection Provider shall be a violation of this Ordinance.
- 2. Each day after July 1st, a property in the unincorporated Fire Service Area is not covered by a recognized Fire Protection Service Provider, shall constitute a violation of (1).
- 3. Violation of this ordinance shall be punishable by a fine of up to \$500 or up to 50 hours of community service per day of violation or both. Under no circumstances shall confinement be a punishment for the violation of this ordinance.

- 4. It is the County's intent to authorize the Magistrate court or Recorder's Court to utilize community service, fines, or any other alternative sentencing lawful to implement this ordinance.
- 5. Proof of current Fire Protection Service from a Chatham County recognized provider will result in a dismissal of the citation.

Sec. 21.1213. List of Ancillary structures billed in addition to the main structures

Property Codes					
6711:DOCK, LIGHT CONST., 2" FLOATING DECK, LIGHT POSTS	6712:DOCK, LIGHT CONST., 2" DECKING, LIGHT POSTS				
6713:DOCK, LIGHT CONST., 3" DECKING, LIGHT PILING	6714:DOCK, MED. CONST., 2" FLOAT DECK, LT. PILING				
6716:DOCK, MED. CONST., 4" DECKING, AVG PILING	002:1002-Wood Balcony (SF)				
003:1003-Wood Balcony (SF), Wood R	004:1004-Wood Balcony (SF), Iron R				
005:1005-Cement Balcony (SF), Wood	008:1008-Wood Balcony (SF), Iron R				
1011:CANOPY, WOOD FRAME	1013:CANOPY, STEEL FRAME				
118:CLEARSPAN STRUCTURE	1211:FIREPLACE, MASONRY				
1231:WOOD, ON GRADE, FLAT	1233:SINGLE FAMILY PORCH, KNEE-WALL W/GLASS				
1237:CANOPY, WOOD FRAME, LIGHT FALSE MANSARD	1238:CANOPY, WOOD FRAME, LIGHT FALSE MANSARD				
1241:MULTI FAMILY PORCH, SCREEN ONLY	1243:CANOPY, WOOD FRAME, LIGHT FALSE MANSARD				
140:1404-Expando/Tip-out (SF)	1522:AWNINGS, METAL				
1635:STORAGE BUILDING, ALUMINUM	1636:STORAGE BUILDING, STEEL				
1637:STORAGE BUILDING, WOOD	1716:BUILDING, CONCRETE				
1720:BUILDING, CONCRETE FLOOR, PLAIN	1721:BUILDING, CONCRETE FLOOR, PLAIN				
1722:BUILDING, CONCRETE FLOOR, PLAIN	1762:BUILDING, CONCRETE FLOOR, PLAIN				
2016:FOUR WALL ENCLOSURE: SCREEN ONLY	5000:INDIVIDUAL CARPORT COVER				
5001:MULTIPLE CAR GARAGE	5002:SINGLE FAMILY PORCH, OPEN WITH STEPS				
5004:SINGLE FAMILY PORCH, SCREEN ONLY	5005:SINGLE FAMILY PORCH, SOLID WALL				
5006:SINGLE FAMILY PORCH, ROOF	637:1637-Storage Building, Wood (S				
640:WOOD BURNING STOVE	641:SINGLE 1-STORY FIREPLACE				
6437:RESIDENTIAL GREENHOUSE, STAND ALONE	654:ELEVATOR 2-3 PERSON, 2-STOPS				
657:ELEVATOR 4-5 PERSON, 2-STOPS	6649:WOOD, ON GRADE, FLAT				
6717:DOCK, HEAVY CONST., HEAVY WOOD GIRDERS	6757:DOCK, HEAVY CONST., HEAVY CONCRETE DECK				
7001:QUONSET BUILDING	701:701-Attached Garage (SF)				
706:DETACHED GARAGE	706:706-Detached Garage (SF)				
7102:MISC BUILDING	711:711-Built-in Garage (SF)				
721:CARPORT, FLAT ROOF	721:721-Carport, Flat Roof (SF)				
722:722-Carport, Shed Roof (SF)	723:CARPORT, GABLE ROOF				
723:723-Carport, Gable Roof (SF)	724:CARPORT, ALUMINUM				
724:724-Carport, Aluminum	725:CARPORT, FIBERGLASS				
725:725-Carport, Fiberglass	726:CARPORT, STEEL				
726:726-Carport, Steel	736:736-Garage Finish, Attached (S				
737:737-Garage Finish, Detached (S	738:738-Garage Finish, Built-in (S				
759:MEZZANINES	801:801-Total Basement Area (SF)				
803:803-Partition Finish Area (SF)	804:804-Basement Garage Finish Are				
903:WOOD DECK	903:903-Wood Deck (SF)				
904:SLAB PORCH WITH ROOF	904:904-Slab Porch (SF) with Roof				
905:RAISED SLAB PORCH WITH ROOF	905:905-Raised Slab Porch (SF) wit				
906:WOOD DECK WITH ROOF	906:906-Wood Deck (SF) with Roof				
907:ENCLOSED PORCH, SCREENED WALLS	907:907-Enclosed Porch (SF), Scree				
908:ENCLOSED PORCH, KNEE WALLS W/GLASS	908:908-Enclosed Porch (SF), Knee				
909:ENCLOSED PORCH, SOLID WALLS	909:909-Enclosed Porch (SF), Solid				
910:RAISED ENCLOSED PORCH, SCREENED WALLS	910:910-Raised Enclosed Porch (SF)				
911:RAISED ENCLOSED PORCH, KNEE WALLS W/GLASS	911:911-Raised Enclosed Porch (SF)				
912:RAISED ENCLOSED PORCH, SOLID WALLS	912:912-Raised Enclosed Porch (SF)				
913:913-Enclosed Wood Deck (SF), S	914:914-Enclosed Wood Deck (SF), K				

915:915-Enclosed Wood Deck (SF), S	9437:RESIDENTIAL GREENHOUSE, STAND ALONE
954:954-Slab Breezeway (SF) with R	955:955-Raised Slab Breezeway (SF)
9711:DOCK, LIGHT CONST., 2" FLOATING DECK, LIGHT POSTS	9712:DOCK, LIGHT CONST., 2" DECKING, LIGHT POSTS
9713:DOCK, LIGHT CONST., 3" DECKING, LIGHT PILING	9714:DOCK, MED. CONST., 2" FLOAT DECK, LT. PILING
Commercial Building	Residential Building

Sec. 21.1214- Sec. 21-1230 (Reserved)

BE IT FURTHER ORDAINED that this Ordinance shall become effective as of the date of its approval by the governing body of Chatham County, Georgia.

Effective this	day of	, 2023.
		Chatham County Commission
		Chaster A. Ellis, Chairman
		Chester A. Ellis , Chairman
		Clerk of Commission
		Janice E. Bocook
Approved as to legal form by	·:	
Andre Pretorius Assistant Attorney for Chatha	m County	



AGENDA ITEM: 11.3

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Andre Pretorius, Assistant County Attorney

ISSUE:

County Ordinance relating to Urban camping and improper use of public places.

BACKGROUND:

FACTS AND FINDINGS:

BLUEPRINT ALIGNMENT:

FUNDING:

ALTERNATIVES:

POLICY ANALYSIS:

RECOMMENDATION:

Andre Pretorius Pending
R. Jonathan Hart Pending
Suzanne Cooler Pending
Janice E. Bocook Pending
Danielle Hillery Pending
Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA ITEM: 12.1

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: R. Jonathan Hart, County Attorney

ISSUE:

Request Board approval to amend the Historic Preservation Ordinance.

BACKGROUND:

On May 12, 2023, the Chatham County Board of Commissioners approved the revisions to the Chatham County Historic Preservation Ordinance to update Sections 3-503 and Sections 3-504 throughout the document CCHPC: Z-0722-000-299. The definition of "viewshed" was excluded for staff to do further revisions.

FACTS AND FINDINGS:

- 1. As stated in the Purpose of the Ordinance, "The historical, cultural, and aesthetic heritage of Chatham County is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity, and general welfare of the people. Therefore, it is the purpose and intent of the Ordinance to establish a uniform procedure to provide for the protection, enhancement, perpetuation, and use of areas having a special historical, cultural, or aesthetic interest or value."
- 2. On May 12, 2023, the Chatham County Board of Commissioners approved the revisions to the Chatham County Historic Preservation Ordinance to update Sections 3-503 and Sections 3-504 throughout the document CCHPC: Z-0722-000-299. The definition of "viewshed" was excluded for staff to do further revisions.
- 3. Staff has proposed a new definition for "viewshed" to be added to the Historic Preservation Ordinance.
- 4. Upon Board of Commissioners approval, the ordinance to include the amendment with the added definition of "viewshed" will go back to the new Historical Preservation Board for further review and comment.

BLUEPRINT ALIGNMENT:

Quality of Life: Vision: Chatham County citizens achieve a superior quality of life within a safe, active, and healthy environment inclusive of the area's history, natural resources, public mobility, and efficient government.

FUNDING:

N/A

ALTERNATIVES:

- 1. Approve recommended amendment to the Chatham County Historic Preservation Commission Ordinance to include the definition of "viewshed."
- 2. Provide Alternative Direction

POLICY ANALYSIS:

It is County policy for the Board of Commissioners to approve amendments to Chatham County the Chatham County Ordinance.

RECOMMENDATION:

Alternative No. 1

#S: CCHPC Ordinance with Viewshed edit August 18 2023

R. Jonathan Hart	Completed	08/24/2023 3:31 PM
Danielle Hillery	Completed	08/24/2023 3:53 PM
Michael A. Kaigler	Completed	08/24/2023 5:18 PM
Board of Commissioners	Completed	08/25/2023 9:30 AM

ARTICLE V

Historic Preservation Ordinance

Ordinance adopted on November 18, 2005
Ordinance amended and adopted in
its entirety on February 7, 2009
Amended May 12,2023
Draft date March 10, 2023

§3-501 Purpose. It is the finding and determination of the Board of Commissioners of Chatham County, Georgia (hereinafter "Board of Commissioners") that the historical, cultural, and aesthetic heritage of Chatham County is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity, and general welfare of the people. Therefore, it is the purpose and intent of the Ordinance to establish a uniform procedure to provide for the protection, enhancement, perpetuation and use of areas having a special historical, cultural, or aesthetic interest or value.

§3-502 Definitions.

- 1. <u>Certificate of Appropriateness.</u> A document evidencing approval by the Historic Preservation Commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.
- 2. <u>Cultural Heritage.</u> An expression of the ways of living developed by a community and passed on from generation to generation either tangible or intangible including customs, practices, places, objects, artistic expressions, and values.
- 3. <u>Cultural Landscape.</u> A geographically definable area, including both cultural and natural resources associated with a historic event, activity, or person, or exhibited other cultural or aesthetic values. A resource, typically at least fifty years old, deemed worthy of preservation by reason of its value to the County of Chatham, State of Georgia or region for one or more of the following reasons:
 - a. It is a resource associated with an event or person of historic or cultural significance to Chatham County, State of Georgia, or the region.

It is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of Chatham County, State of Georgia, or the region.

- 4. <u>Exterior Architectural Features</u>. The architectural style, general design, and general arrangement of the exterior of a resource, including but not limited to the kind or texture of the building material and the type and style of all windows, doors, signs, and other appurtenant architectural fixtures, features, details, or elements relative to the foregoing.
- 5. <u>Historic District</u>. A geographically definable area, urban or rural, containing resources which:
 - a. Have special character or special historic interest (typically at least fifty years old) or aesthetic interest or value;

- b. Represent one or more periods or styles of architecture typical of one or more eras in the history of the County of Chatham, State of Georgia or the region; and
- c. Cause such area, by reason of such factors, to constitute a visibly perceptible section of the County.

A historic District shall further mean an area designated by the Board of Commissioners as a Historic District pursuant to the criteria established in Section 3-504-2 of this Ordinance.

- 6. <u>Historic Property</u>. A resource, typically at least fifty years old, including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of its value to the County of Chatham, State of Georgia, or region for one of more of the following reasons:
 - a. It is an outstanding example of a resource representative of its era;
 - b. It is one of the few remaining examples of a past architectural style;
 - c. It is a resources associated with an event or person of historic or cultural significance to Chatham County, State of Georgia or the region; or
 - d. It is a site of natural or aesthetic interest that continues to contribute to the cultural or historical development and heritage of Chatham County, State of Georgia, or the region.
- 7. <u>Material Change</u>. A change that will affect only the exterior architectural features of a historic property or of any resource within a historic district, and may include any one or more of the following:
 - A reconstruction or alteration of the size, shape, or façade of a resource, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements including awnings;
 - b. Demolition or relocation of a resource:
 - c. The erection, alteration, restoration, or removal of any resource within a designated historic district or historic property, including walls, fences, steps and pavements, or other appurtenant features, except color alterations;
 - d. The erection or alteration of any sign over three square feet and visible from a public right-of-way within a historic district except for those signs permitted under Sec. 7-1.6 of the Chatham County Zoning Ordinance.
- 8. <u>Resource</u>. Any building, structure, site, <u>viewshed</u>, cultural or environmental asset, or work of art within a designated historic district or historic property.
- 9. <u>Viewshed</u>. Viewshed protection districts are overlay districts that will be used primarily for unique situations regarding views and vistas that are not adequately covered by the standard zoning district regulations. A scenic geographical area generally adjacent to and visible from a designated scenic byway or road within a designated historic district which may include historic, cultural, archaeological, and/or natural resources in their settings. A scenic viewshed is identified using a motorist's line of sight, as measured from multiple observation points along the roadway, with a point of view approximately six (6) feet above the roadway pavement. Protected viewsheds allow for unobstructed sightlines of the aforementioned resources to maintain a sense of place within a

designated historic district. The viewshed protection shall only be applicable to new structures. Existing structures, previously approved structures, or building permits prior to the enactment of this ordinance are excluded.

§3-503 Historic Preservation Commission.

- 1. <u>Creation and Composition.</u> There is hereby created a commission whose title shall be "CHATHAM COUNTY HISTORIC PRESERVATION COMMISSION" (hereinafter "Commission") which shall consist of seven (7) members appointed by the Board of Commissioners. All members shall be residents of unincorporated Chatham County and shall be persons who have demonstrated special interest in the preservation of historic resources. The Commission shall include at least five (5) representatives of professions which are directly related to historic preservation such as architecture, architectural history, planning, archaeology, law, or building construction or restoration.
- 2. <u>Terms of Office.</u> Members shall serve three-year terms. Members may not serve more than two (2) consecutive terms. To achieve staggered terms, initial appointments shall be: three (3) members for one (1) year; three members for two (2) years; and three
- 3. Serve without pay. Members shall not receive a salary, although they may be reimbursed for expenses.
- 4. Statement of the Commission's Powers. The Commission shall be authorized to:
 - a. Prepare and maintain an inventory of all property within its respective historic preservation jurisdiction having the potential for designation as historic.
 - b. Review applications for designation of historic properties and historic districts, and make recommendations to the Board of Commissioners on those properties or districts eligible to be designated by ordinance as historic properties or historic districts;
 - c. Review applications for Certificates of Appropriateness, and grant or deny same in accordance with the provisions of this ordinance;
 - d. Recommend to the Board of Commissioners that the designation of a historic district or historic property be revoked or removed;
 - e. Make such investigations and studies of matters relating to historic preservation as the Board of Commissioners or the Commission itself may, from time to time, deem necessary or appropriate for the purposes of preserving historic resources. Any such request for investigations or studies shall be made directly to the Executive Director of the Chatham County-Savannah Metropolitan Planning Commission for evaluation with regard to the agency's work program;
 - f. Seek out local, state, federal, or private funds for historic preservation, and make recommendations to the Board of Commissioners concerning the most appropriate uses of any funds acquired;
 - g. Submit to the Historic Preservation Division of the Georgia Department of Natural Resources a list of historic properties and historic districts designated.
 - h. Promote acquisition of façade and conservation easements;
 - i. Conduct educational programs;
 - j. Restore and preserve properties acquired by the local government in which they serve; and
 - k. Consult with the Historic Preservation Division of the state of Georgia

- 5. <u>Rules of Procedure.</u> The Commission shall adopt rules and standards for the transaction of its business and for consideration of applications for designation of historic properties and historic districts and for Certificates of Appropriateness. Such rules shall include By-Laws and removal of membership provisions. Standards shall include "Design Standards and Criteria" to be developed for each property or district designated in accordance with the provisions of this ordinance. The Commission shall have the flexibility to adopt rules and standards without amendment to this ordinance.
- 6. <u>Conflict of Interest.</u> The Commission shall be subject to all conflict-of-interest laws set forth in the Official Code of Georgia Annotated and in the Chatham County Code of Ethics, the provisions of which are hereby incorporated by reference.
- 7. <u>Records of Commission Meetings.</u> A public record shall be kept of the Commission's resolutions, proceedings and actions.
- 8. <u>Preservation Professional.</u> The Executive Director of the Chatham County-Savannah Metropolitan Planning Commission, or his designee, shall be the Preservation Professional. The Preservation Professional and staff shall provide support services to the Commission.

§3-504 Recommendation and Designation of Historic Districts and Historic Properties.

- 1. Preliminary Research by Commission
 - a. Commission's mandate to conduct a survey of historic resources. The Commission shall compile and collect information on historic resources within Chatham County to identify areas which may be appropriate for protection under the provisions of this ordinance.
 - b. Commission's power to recommend districts and properties to the Board of Commissioners for designation. The Commission shall present to the Board of Commissioners recommendations for historic districts and historic properties.
 - c. Commission's documentation of proposed designation. Prior to the Commission's recommendation of a historic property or historic district to the Board of Commissioners for designation, the Commission shall prepare a Report for Nomination consisting of:
 - i. A physical description; including but not limited to boundaries, street patterns, styles, materials, geographical features, and other character-defining features of a historic property or historic district;
 - ii. A statement of the historic, cultural, architectural, and/or aesthetic significance;
 - iii. A map showing boundaries;
 - iv. A map showing contributing resources;
 - v. A statement justifying boundaries; and
 - vi. Representative photographs.

2. <u>Designation of a Historic District</u>

- a. Criteria for the selection of historic districts. A historic district is a geographically definable area, urban or rural, containing resources, which:
 - i. Have special character or special historic or aesthetic interest or value;
 - ii. Represent one or more periods or styles of architecture typical of one or more eras in the history of the County of Chatham, State of Georgia or region; and
 - iii. Cause such area, by reason of such factors, to constitute a visibly perceptible section of the County.
- b. Boundaries of a historic district. Boundaries of a historic district shall be shown on the official Zoning Map of Chatham County, Georgia.
- c. Identification of resources within historic districts. Individual resources within historic districts shall be shown on the "Contributing Resources Map" for the district and shall be classified as:
 - i. Contributing (contributes to the district); or
 - ii. Non-contributing (does not contribute to the district, as provided for in 2.a).

3. <u>Designation of a Historic Property</u>

- a. Criteria for selection of historic properties. A historic property is a resource, including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the County of Chatham, the State of Georgia or region for one of the following reasons:
 - i. It is an outstanding example of a resource representative of its era;
 - ii. It is one of the few remaining examples of a past architectural style;
 - iii. It is a place or resource associated with an event or persons of historical or cultural significance to the County of Chatham, State of Georgia, or the region; or
 - iv. It is the site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the County of Chatham, State of Georgia or region.
- Boundaries of a historic property. Boundaries of a historic property shall be shown on the official Zoning Map of Chatham County, Georgia.
- c. Identification of resources within a historic property. Individual resources within a historic property shall be shown on the "Contributing Resources Map" for the property and shall be classified as:
 - i. Contributing (contributes to the property); or
 - ii. Non-contributing (does not contribute to the property, as provided for in 4.a.).

- 4. Requirements for Adopting an Ordinance for the Designation of Historic Districts and Historic Properties.
 - a. <u>Required components of a designation ordinance.</u> Any ordinance designating any property or district as historic shall:
 - i. Include the "Design Standards and Criteria" developed for the property or district;
 - ii. List each property in a proposed historic district or describe the proposed individual historic property;
 - iii. Set forth the name(s) of the owner(s) of the designated property or properties;
 - iv. Require that a Certificate of Appropriateness be obtained from the Commission prior to any material change in appearance; and
 - v. Require that the boundaries of the property or district be shown on the Official Zoning Map of Chatham County, Georgia.
 - b. Require public hearings. The Commission and the Board of Commissioners shall hold a public hearing on any proposed ordinance for the designation of any historic district or historic property. Notice of the hearing shall be published in one issue in the principal newspaper of local circulation. Written notice of the hearing shall be mailed by the Commission to all owners and occupants of such properties. All such notices shall be published not less than ten (10) or more than twenty (20) days prior to the date set for the public hearing. A notice sent via the United States mail to the last-known owner of the property shown on the County tax digest and a notice sent via attention of the occupant shall constitute a legal notification to the owner and occupant under this ordinance.
 - c. Owner comment. During the hearing at which the Commission or the Board of Commissioners is reviewing the proposed designation, property owners shall be given the opportunity to comment on the proposed designation. Owners of private property in districts with multiple owners shall be given the opportunity to comment on the proposed designation.
 - d. <u>Notification of Historic Preservation Division.</u> No less than thirty (30) days prior to making a Recommendation on any designation ordinance, the Commission must submit the report, Required in Section III (D) (7) to the Historic Preservation Division of the Department of Natural Resources.
 - e. <u>Recommendations on proposed designations.</u> A recommendation to affirm, modify, or withdraw the proposed ordinance for designation shall be made by the Commission following the Public Hearing and shall be sent in written form to the Board of Commissioners.
 - f. The Board of Commissioners' actions on the Commission's recommendation. Following the receipt of the Commission's recommendation, the Board of Commissioners may adopt the ordinance as proposed, may adopt the ordinance with any amendments they deem necessary, or deny the ordinance.
 - g. Owner notification. Within thirty (30) days following the adoption of the designation ordinance, the owners shall receive written notification of the designation and the notice shall tell them that a Certificate of Appropriateness (COA) must be obtained from the Historic Preservation Commission prior to any material change in appearance.

§3-505 Application to Commission for Certificate of Appropriateness.

- 1. Certificate of Appropriateness Required. After the designation by ordinance of a historic district or historic property, a Certificate of Appropriateness approved and issued by the Commission shall be required for any of the following, except as permitted under 505-3 Staff Review in this Section:
 - a. Demolition of any resource located in the historic district or historic property.
 - b. Moving a resource into, within or out of the historic district or historic property.
 - c. Material change in the exterior appearance of a resource located in the historic district or historic property by additions or alterations.
 - d. Any new construction of a building or structure in a historic district or historic property subject to view from a public right-of-way.
 - e. Addition or change of awnings subject to view from a public right-of-way.
 - f. Material change in existing walls or fences or construction of new walls or fences subject to view from a public right-of-way.
 - g. Erection or placement of any internally illuminated sign or of any other sign exceeding three square feet in size except as permitted under Sec. 7.1.7 of the Chatham County Sign Ordinance.
- 2. <u>Building permit.</u> A building permit shall not be issued without a Certificate of Appropriateness. In cases where a building permit is not required, a Certificate of Appropriateness shall be required before construction can begin. In-kind maintenance and signs under three square feet are exempt from this requirement.
- 3. <u>Staff Review.</u> A Certificate of Appropriateness approved by the Preservation Professional, under procedures established in the rules of the Commission, shall be required before a permit is issued for certain undertakings. The list of undertakings such as awnings, roof materials, windows and door replacement shall be set by majority vote of the entire membership of the Commission and may be added to or deleted from by a majority vote of the entire membership of the Commission.
- 4. <u>Submission of plans to the Commission.</u> An application for a Certificate of Appropriateness shall be accompanied by drawings, photographs, plans, and documentation required by the Commission. Such application, and supplementary information, shall be filed by the published cut-off date.
- 5. <u>Jurisdiction.</u> In its review of applications for Certificates of Appropriateness, the Commission shall not consider interior arrangement or use having no effect on exterior architectural features.
- 6. Public hearings on applications for Certificates of Appropriateness. Except as provided for in Section V, (C) above, the Commission shall hold a public hearing at which each proposed Certificate of Appropriateness is discussed. Prior to reviewing an application for a Certificate of Appropriateness, the Commission shall take such action as may be reasonably required to inform the owners of any property likely to be affected materially by a Certificate of Appropriateness application, and shall give the applicant an opportunity to be heard at the Certificate of Appropriateness hearing.

- 7. Action on application for Certificate of Appropriateness. The Preservation Professional shall present the application for a Certificate of Appropriateness, together with a recommendation for approval, approval with conditions, or disapproval to the Commission. The Commission shall approve the application or approve with conditions and issue a Certificate of Appropriateness if it finds that the proposed material change(s) would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value of the historic property or historic district based on the "Design Guidelines and Criteria" for the property or district.
- 8. Exterior Work that does not require a Certificate of Appropriateness. General exterior maintenance and exterior Repairs with in-kind material does require a Certificate of Appropriateness. However, the property owner should contact the Preservation Professional to discuss the level of work to occur and provide a photograph to show the subject property and the area or items to be repaired for verification.

9. <u>Development Standards</u>

- a. Preservation of contributing resources within a historic district or historic property. Contributing resources, or any appurtenances related thereto visible from a public right-of-way, including but not limited to walls, fences, steps, and signs, shall only be altered, reconstructed, moved, or maintained only in a manner that will preserve the historic and exterior architectural features of the resource or appurtenance thereto. For the purposes of this section, exterior architectural features shall include but not be limited to the architectural style, scale, general design, and general arrangement of the exterior of the resource, including the kind and texture of the building material, the type and style of all roofs, windows, doors, and signs. In considering proposals for the exterior alterations of contributing resources and in applying the development standards, the documented original design of the resource may be considered.
- b. <u>New Construction.</u> A decision by the Commission approving or denying a Certificate of Appropriateness for new construction of a building shall be guided by the following principles:
 - i. New buildings or structures shall be constructed to a height generally equal to the average height and proportions of existing resources from the historic period which characterizes the district or property or the contributing resource to which it is visually related.
 - ii. The scale of new buildings or structures shall be generally consistent with the size and proportions of existing resources from the historic period which characterizes the district or property or the contributing resource to which it is visually related.
 - iii. The proportion of the width of new buildings or structures to the width of their lot shall reflect the prevailing rhythm of contributing resource to which it is visually related.
 - iv. The front walls of new buildings or structures shall be set back equal distance from the street right-of-way as adjacent contributing resources.
 - v. The roof forms of new buildings or structures shall be generally consistent with roof shapes, pitches, and materials of contributing resources which characterize the district or property or the contributing resource to which it is visually related.
 - vi. The façade pattern of new buildings or structures shall generally reflect the rhythm of door and window openings established by contributing resources which characterize the district or property or the contributing resources to which it is visually related.

- c. <u>Reconstruction, alteration or renovation.</u> A decision by the Commission approving or denying a Certificate of Appropriateness for the reconstruction, alteration, or renovation of a resource shall be guided by the following principles:
 - i. The architectural character of a resource shall be retained and preserved. The removal of distinctive materials or alteration of features and external spatial relationships that characterize a resource shall be avoided.
 - ii. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic resources shall not be constructed.
 - iii. Distinctive materials, features, finishes, construction techniques, or examples or craftsmanship that characterize a resource shall be preserved.
 - iv. Where deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
- d. <u>Relocation.</u> A decision by the Commission approving or denying a Certificate of Appropriateness for the relocation of a resource shall be guided by:
 - i. The historic character and aesthetic interest the resource contributed to its present setting;
 - ii. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be;
 - iii. Whether the resource can be moved without significant damage to its physical integrity; and
 - iv. Whether the proposed relocation area is compatible with the historic and architectural character of the resource.
- e. <u>Demolition.</u> A decision by the Commission approving or denying a Certificate of Appropriateness for the demolition of a resource shall be guided by:
 - i. The historic or architectural significance of the resource;
 - ii. The importance of the resource to the ambiance of the district or property;
 - iii. The difficulty or the impossibility or reproducing such a resource because of its design, texture, material, detail, or unique location;
 - iv. Whether the resource is one of the last remaining examples of its kind in the district or county;
 - v. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the district or property would be;

- vi. Whether reasonable measures can be taken to save the resource from collapse; and
- vii. Whether the resource is capable of earning reasonable economic return on its value.
- 10. <u>Design Standards and Criteria.</u> In addition to the general development standards listed above, the Commission shall prepare a supplementary document for each designated historic district or historic property which shall be entitled "Design Standards and Criteria" and shall establish specific review standards which reflect the individual character of the district or property. Such standards shall be adopted in the designation ordinance for the historic district or historic property.
- 11. <u>Undue hardship.</u> When, by reason of unusual circumstances, the strict application of any provision of this Ordinance would result in exceptional practical difficulty or undue economic hardship upon any owner of a specific resource, the Commission, in passing upon applications, shall have the power to modify strict adherence to said provisions, so as to relieve such difficulty or hardship; provided such waivers, modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historic integrity, or character of the resource, shall be conserved and substantial justice done. In granting waivers, the Commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Ordinance. An undue hardship shall not be a situation of the person's own making.

12. Action on application for Certificate of Appropriateness

- a. The Commission shall hear all applications meeting the filing requirements at the next scheduled meeting, held within forty-five (45) business days after the filing thereof by the owner or occupant of a historic resource located within a historic district. If a quorum is not present, a special meeting shall be held within fourteen (14) calendar days from the scheduled meeting. Evidence of approval shall be by a Certificate of Appropriateness issued by the Commission. Notice of the issuance or denial of a Certificate of Appropriateness shall be issued in writing to the applicant and all other persons who have requested such notices in writing filed with the Commission. Failure of the commission to act within the forty-five (45) day period shall constitute approval, and no other evidence of approval shall be needed.
- b. In the event the Commission denies an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant. The Commission may suggest alternative courses of action it determines appropriate if it denies the application submitted. The applicant may make modifications to the plans and resubmit at any time after doing so.
- c. In cases where the application covers a material change in the appearance of a resource which would require the issuance of a building permit, the denial of the application for a Certificate of Appropriateness by the Commission shall be binding upon the building inspector or other administrative officer charge with issuing building permits and, in such a case, no building permit shall be issued.

13. Requirement of conformance with Certificate of Appropriateness

a. All work performed pursuant to an issued Certificate of Appropriateness shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the Chatham County Director of Inspections shall issue a cease-and-desist order and all work shall cease.

- b. The Chatham County Director of Inspections shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance to a designated historic property or within a designated historic district, except those changes made in compliance with the provisions of this ordinance.
- 14. <u>Certificate of Appropriateness void if construction not commenced.</u> A Certificate of Appropriateness shall become void unless construction has commenced within twelve (12) months of date of issuance or has been renewed for an additional twelve (12) months by the Commission. One renewal shall be permitted.
- 15. <u>Recording of applications for Certificate of Appropriateness.</u> The Commission shall keep a public record of all applications for Certificates of Appropriateness, and of all the Commission's proceedings in connection with said application.
- 16. Appeals. Any person adversely affected by any determination made by the Commission relative to the issuance or denial of a Certificate of Appropriateness may appeal such determination to the Board of Commissioners. Any such appeal must be filed with the Board of Commissioners within fifteen (15) days after the issuance of the determination. The Board of Commissioners may approve, modify, or deny the determination made by the Commission if the appeals body finds that the Commission abused its discretion in reaching its decision. Design criteria shall not be the basis for appeal of an adverse decision. Appeals from decisions of the Board of Commissioners may be taken to the Superior Court of Chatham County in the manner provided by law for appeals from zoning decisions of the Board of Commission. Decisions of the Preservation Professional shall be appealed first to the Commission.
- 17. Maintenance of Contributing Resources and Zoning Code Provisions.
 - a. <u>Ordinary maintenance or repair.</u> Ordinary maintenance or repair of any exterior architectural or environmental feature in or on a resource to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material or outer appearance thereof, does not require a Certificate of Appropriateness.
 - b. <u>Failure to provide ordinary maintenance or repair.</u> Property owners of historic properties, or properties within historic districts shall not allow their resources to deteriorate by failing to provide ordinary maintenance or repair. The Commission shall be charged with the following responsibilities regarding demolition by neglect.
 - i. The Commission shall monitor the condition of resources within historic properties and historic districts to determine if they are being allowed to deteriorate by neglect. Such conditions as broken windows, doors and exterior openings which allow the elements or vermin to enter, or the deterioration of a resource's structural system shall constitute a failure to provide ordinary maintenance or repair.
 - ii. In the event the Commission determines a failure to provide ordinary maintenance or repair, the Commission shall notify the owner of the property and set forth the steps which need to be taken to remedy the situation. The owner of such property shall have thirty (30) days in which to remedy the situation.
 - iii. In the event that the condition is not remedied in thirty (30) days, the issue shall be remanded to the Building Inspections Department of Chatham County for legal action.

- c. Affirmation of existing building and zoning codes. Nothing in this ordinance shall be construed as to exempt property owners from complying with existing County building and zoning codes, nor prevent any property owner from making any use of this property not prohibited by other statues, ordinances or regulations.
- **§3-506** Penalty Provisions. Violations of any provisions of this Ordinance shall be punished in the same manner as provisions for punishment of violations of validly-enacted Ordinances of Chatham County, Georgia.
- §3-507 Severability. In the event that any section, subsection, sentence, clause, or phrase of the Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause, or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.
- **§3-508** Repealed. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.



AGENDA ITEM: 13.1

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board
THRU: Michael A Kaigler, County Manager

FROM: Amy Davis, Finance Director

Cor. Di FAC

ISSUE:

Progress report on FY2024 Contingency Accounts - General Fund M&O and the Special Service District

GENERAL FUND M & O			
Date	Detail	Transfers	Balance
7/1/2023	Adopted Budget		\$350,000
8/25/2023	Coop Ext.	\$3,500	\$346,500
SPECIAL S	SERVICE DISTRICT		
Date	Detail	Transfers	Balance
7/1/2023	Adopted Budget		\$150,000

Amy Davis	Completed	08/28/2023 1:08 PM
Linda Cramer	Completed	08/28/2023 3:57 PM
Danielle Hillery	Completed	08/30/2023 9:11 AM
Michael A. Kaigler	Pending	
Board of Commissioners	Pending	09/08/2023 9:30 AM



AGENDA ITEM: 13.2

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Robin Maurer, Purchasing Director

Robert S. Mason

ISSUE:

List of Purchasing items between \$2,500 and \$24,999.

<u>ITEM</u>	DEPT.	SOURCE	AMOUNT	<u>FUNDING</u>
One (1) multifunction, large format printer and postscript with cartridges	Engineering	Duncan-Parnell, Inc.	\$24,326	SSD – Engineering
Two (2) laptop computers for Board of Elections	I.C.S.	Dell Marketing, L.P.	\$2,700	General Fund/M&O – Board of Elections
Nine (9) helicopter fan tension torsion straps	Mosquito Control	Heli-Mart, Inc.	\$21,635	General Fund/M&O – Mosquito Control
26 monitors for District Attorney Office	I.C.S.	Dell Marketing, L.P.	\$4,030	General Fund/M&O – District Attorney
Holographic ID printer and accessories	Sheriff's	The Police and Sheriff's, Inc.	\$7,424	General Fund/M&O – Detention Center
Cameras and accessories for Ambuc Park	I.C.S.	Remote Technology Security Services, LLC	\$12,749	ARPA – Community Park Improvement – Ambuc
Six (6) uninterrupted power source replacement batteries for Data Center	I.C.S.	Critical Components, Inc.	\$15,645	I.C.S. Computer Replacement

<u>ITEM</u>	DEPT.	SOURCE	AMOUNT	<u>FUNDING</u>
Virtual training for a Wi-Fi design fundamentals class	I.C.S.	GHA Technologies, Inc.	\$2,990	General Fund/M&O – I.C.S.
Renewal of professional real estate user software and license agreement	Tax Assessor	CoStar Realty Information, Inc.	\$16,002	General Fund/M&O – Board of Assessors
Three (3) desktop computers and six (6) monitors for Board of Assessors Office	I.C.S.	Dell Marketing, L.P.	\$3,552	General Fund/M&O – Board of Assessors
Implementation, training and monthly subscription for case management and volunteer software for CASA programs	I.C.S.	Evinto Solutions, LLC	\$3,315	General Fund/M&O – Juvenile Court Indigent Defense
One (1) used vehicle for C.N.T. to include trade in	Fleet Operations	Grainger Honda	\$14,553	CIP – Fleet Vehicle Replacement
Replace the junction box and sensors for fuel site located at the Sheriff's Office	Fleet Operations	Central Industries, Inc.	\$7,025	General Fund/M&O – Fuel Management
Fuel site pump repair located at Sheriff's Office	Fleet Operations	Central Industries, Inc.	\$3,096	General Fund/M&O – Fuel Management
Health/wellness event planning and staging event for Tom Triplett Park	Parks and Recreation	Agenda Latina	\$2,500	General Fund/M&O – Parks and Recreation
Sports camera system with video board, playback, editing and live streaming for Memorial Stadium	Parks and Recreation	Agile Sports Technologies, Inc.	\$4,098	General Fund/M&O – Parks and Recreation

<u>ITEM</u>	DEPT.	SOURCE	AMOUNT	<u>FUNDING</u>
100 cases of 9MM training ammunition	Police	Gulf States Distributors	\$19,352	SSD – Police
Purchase and installation of a storefront door and counter system in the lobby area of Human Resources	Facilities Maintenance and Operations	Ricks Glass Company, Inc.	\$11,485	General Fund/M&O – Human Resources

Robin Maurer Completed 08/29/2023 7:41 PM
Linda Cramer Completed 08/30/2023 11:25 AM
Danielle Hillery Completed 08/30/2023 5:49 PM
Michael A. Kaigler Pending
Board of Commissioners Pending 09/08/2023 9:30 AM



AGENDA ITEM: 14.1

AGENDA DATE: September 08, 2023

TO: Chairman and Members of the Board

THRU: Michael A Kaigler, County Manager

FROM: Jackie L. Jackson, Resiliency Program Administ Leone (5

Suzanne Cooler, County Engineer

ISSUE:

Proclamation Recognizing September 18-23 as SepticSmart Week

BACKGROUND:

SepticSmart Week is an annual event that occurs the third week of September. Communities, local groups, and state governments can bring attention to the importance of caring for and maintaining septic systems by organizing homeowner education events, sponsoring workshops, or sharing social media from the SepticSmart program. This year SepticSmart Week is celebrating its 11th Anniversary.

FACTS AND FINDINGS:

- 1. Proper septic system use, and routine care are vital to protecting public health, preserving our highly valued groundwater, streams, canals, and waterways.
- 2. Educated homeowners avoid costly repairs and exposure to dangerous fecal bacteria that can result from lack of septic system maintenance.
- 3. there are 1,000s of septic systems in Chatham County that provide onsite wastewater treatment from homes and businesses.
- 4. Residents, communities, and the environment throughout Chatham County benefit from properly designed, installed, operated, and maintained septic systems.
- 5. The U.S. Environmental Protection Agency's SepticSmart program recognized by health officials educates homeowners about the need for proper septic system use, installation, and routine maintenance.
- 6. Communities such as Chatham County bring attention to the importance of caring for and maintaining septic systems by organizing targeted educative efforts to homeowners, businesses, and wastewater professionals through participation in the SepticSmart program.
- 7. Chatham County hosted Septic Sense Workshops highlighting the need for proper maintenance of septic systems while promoting County resources that will share social media information on this same topic during SepticSmart week.

BLUEPRINT ALIGNMENT:

Quality of Life:

Natural Resources Strategy - Incorporate climate change and socioeconomic resilience into the everyday review, design, and planning process including, but not limited to natural resources protection, air quality, potable water, wastewater, stormwater, comprehensive planning, transportation, and emergency management.

FUNDING:

There is no local match required to support this proclamation.

ALTERNATIVES:

- 1. Authorize approval of the Proclamation in support of staff's effort to recognize the third week of September, September 18-23, 2023, as *SepticSmart Week* in Chatham County.
- 2. Provide staff with other direction.

POLICY ANALYSIS:

It is consistent with the Board's direction to provide superior stewardship.

RECOMMENDATION:

Approve Alternative 1.

#T: Chatham County SepticSmart Week Proclamation Sept 18-22 2023

Jackie L. Jackson Completed 08/25/2023 1:16 PM

Suzanne Cooler has already reviwed and approved the Proclamation in support of Septic Smart week.

Linda CramerCompleted08/28/2023 4:03 PMSuzanne CoolerCompleted08/28/2023 4:05 PMDanielle HilleryCompleted09/01/2023 9:23 AM

Michael A. Kaigler Pending

Board of Commissioners Pending 09/08/2023 9:30 AM



Proclamation

WHEREAS, proper septic system use, and routine care are vital to protecting public health, preserving our highly valued groundwater, streams, canals, and waterways; and

WHEREAS, educated homeowners avoid costly repairs and exposure to dangerous fecal bacteria that can result from lack of septic system maintenance; and

WHEREAS, there are 1,000's of septic systems in Chatham County that provide onsite wastewater treatment from homes and businesses; and

WHEREAS, wastewater professionals use their expertise in the design, installation, maintenance, and regulation of septic systems in Chatham County; and

WHEREAS, residents, communities, and the environment throughout Chatham County benefit from properly designed, installed, operated, and maintained septic systems, and

WHEREAS, the U.S. Environmental Protection Agency's *SepticSmart* program recognized by health officials educates homeowners about the need for proper septic system use, installation, and routine maintenance; and

WHEREAS, *SepticSmart Week* is an annual event that occurs the third week of September, and

WHEREAS, communities such as Chatham County bring attention to the importance of caring for and maintaining septic systems by organizing targeted educative efforts to homeowners, businesses, and wastewater professionals through participation in the *SepticSmart* program, and

WHEREAS, Chatham County hosted Septic Sense Workshops highlighting the need for proper maintenance of septic systems while promoting County resources that will share social media information on this same topic during *SepticSmart* week.

NOW THEREFORE, BE IT RESOLVED, we the members of the Chatham County Commission do hereby proclaim the third week of September, September 18-23, 2023, as *SepticSmart Week* in Chatham County, and I, Chairman Ellis, urge all people to join us in this special observance.

So resolved, this __day of_____2023.



\$EPA	United States Environmental Protection Agency
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	Chester Ellis, Chairman
ATTEST:	
Janice E. Boco	ook, Clerk of Commission
Chatham Count	y Board of Commissioners

County of Chatham, Georgia