MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF CHATHAM COUNTY, GEORGIA, HELD ON FRIDAY, JULY 8, 2011, IN THE COMMISSION MEETING ROOM ON THE SECOND FLOOR OF THE CHATHAM COUNTY COURTHOUSE, LEGISLATIVE AND ADMINISTRATIVE BUILDING, 124 BULL STREET, SAVANNAH, GEORGIA.

I. CALL TO ORDER

Chairman Pete Liakakis called the meeting to order at 9:34 a.m. on Friday, July 8, 2011.

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II. INVOCATION

Chairman Liakakis said, I call on Commissioner Dean Kicklighter from the agenda for the Invocation, please.

Commissioner Kicklighter said, I'd like to ask our County Manager please to give the Invocation.

County Manager Russ Abolt said, thank you, Commissioner Kicklighter. It's – again – it's a – it's a privilege to be able to pray with you.

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III. PLEDGE OF ALLEGIANCE

Chairman Liakakis said, I call on Commissioner Odell to lead us in the Pledge of Allegiance. Commissioner Odell led the Pledge of Allegiance to Flag of the United States of America.

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IV. ROLL CALL

Chairman Liakakis said, okay, I call on our county clerk, Janice, for the roll call, please.

The Clerk called the roll.

Present: Pete Liakakis, Chairman
Dr. Priscilla D. Thomas, Vice Chairman, District Eight
Helen L. Stone, Chairman Pro Tem, District One
James J. Holmes, District Two
Patrick Shay, District Three
Patrick K. Farrell, District Four
Harris Odell, Jr., District Five
David M. Gellatly, District Six
Dean Kicklighter, District Seven

Also present: R. E. Abolt, County Manager
R. Jonathan Hart, County Attorney
Janice Bocook, County Clerk

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V. PROCLAMATIONS AND SPECIAL PRESENTATIONS

1. PROCLAMATION FOR FRED THOMPSON ON HIS RETIREMENT FROM FACILITIES MAINTENANCE AND OPERATIONS.

Chairman Liakakis said, next on the agenda is a proclamation for Fred Thompson on his retirement from Facilities Maintenance and Operations. I will be reading his proclamation, and I request that Fred, that you come forth to the podium, anyone else that – that's here for this proclamation, please come forth.

Chairman Liakakis said, you know, I said this yesterday, when we had a special meeting in recognition of Fred [Thompson] and all of his family members and his wife and all, and especially on Fred [Thompson], and one of the

things I stated is the – there is with the Marine Corp, when you get out of the Marine Corp it's not a retirement because they say, when – once a Marine, always a Marine. And of course, Fred [Thompson] being a drill instructor at Parris Island, a Master Sergeant and did a great job and retired from there, I wanted him – I'd asked him a couple of times not to retire, and I just said, once a county employee, always a county employee, instead of retiring and stay with us. But he said it was time to go. So what I'll do right now is read this proclamation.

Chairman Liakakis read the proclamation as follows:

WHEREAS, Chatham County is privileged to have employees like Freddie L. (Fred) Thompson who has served over 24 years of devoted service to Chatham County. Freddie came to us from the United States Marine Corps where he served over 20 years of military service. During his military career he exhibited strong leadership skills starting out as a Steward Cook and working through the ranks as Miliary Police, Infantryman, Traffic Manager Specialist and Drill Instructor, where he was meritoriously promoted to Gunnery Sergeant, and

WHEREAS, Freddie L. Thompson began his service with Chatham County in 1981 as Custodial and Security Superivsor, later achieving the title of Building Maintenance and Operations Superintendent in 1991, where currently, Freddie L. (Fred) Thompson oversees 37 employees within FM&O and the Parking Garage, and

WHEREAS, During his time with us, Freddie has shown outstanding character and dedication to Chatham County. With the support of his staff, Freddie maintains 1,275,000 sq. ft. of County buildings and within the past three years has served as project manager for some $2 million in capital projects ensuring quality and integrity. Employees like Freddie are greatly valued here at Chatham County and he will be sincerely missed.

NOW, THEREFORE, I, Pete Liakakis, Chairman, on behalf of the Chatham County Board of Commissioners do hereby salute:

FREDDIE L. (FRED) THOMPSON

upon his retirement and express our sincere appreciation for over twenty four years of dedicated service to the citizens of Chatham County and extend best wishes for a long, happy, and healthy retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Chatham County to be affixed this the day of July 8, 2011.

_____
Pete Liakakis, Chairman
Chatham County Commission

ATTEST:

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Janice Bocook, Clerk

Chairman Liakakis said, and Fred [Thompson], I want you to know we really and truly appreciate this because I've heard a number of Commissioners speak highly of you over the years, because you'll always respond when it's needed, and you're just a great example of a department head that we have, and all great employees that we have in our community. So I present this proclamation to you on behalf of Chatham County, and may God bless you in your years of continuing to be a Marine.

Mr. Fred Thompson said, thank you.

Chairman Liakakis said, always a retiree -- not a retiree but a Chatham County employee. And to your wife and all of those, we thank you. And that great family that you brought yesterday, that just shows -- they came from all over the country to be here for that special occasion. So we thank you again, Fred [Thompson].

Mr. Thompson said, thank you, sir.

County Manager Abolt said, Mr. Chairman, Dr. Thomas, Commissioner Stone, Gentlemen, I'm going to use an anecdote to express in few words what I think about the man, and I'll start with acknowledgment of last night in your mail, and I know I give you so much mail that probably you hate to see the delivery person come to your door, but there was a special report that I sent to you. Really it came from those that live on Tybee, the Science Center, the City Manager in Tybee, thanking Fred Thompson and his staff for what they did to redirect and mute the lighting on the pier. The bright lights which are essential for enjoyment of the pier were compromising the nesting habits of the turtles, and Fred [Thompson] responded. Fred [Thompson] responded in such a way that if you had a chance to look at the mail, it showed a picture of the pier, underneath the pier, and you saw hundreds of turtle tracks, and the comments from

Diane Slicer, and other folks said that is the first time in memory that turtles have come and walked below the -- the pier. That's because of Fred Thompson.

County Manager Abolt said, now the anecdote I use, and the Chairman referred to it, many years ago Fred Thompson was charged with and responsible for the Marine life on Parris Island. That's the beginning of his career. His career will end, and what you have is actually two -- two -- two situations that -- that show bookends. Yes, he was responsible for Marine life on Parris Island, but he's leaving showing his responsibility for marine life on Tybee Island. When you're the finest, it's hard to be humble. Fred Thompson is the finest, and to his great, undying credit, he's a man of humility. I not only will appreciate the man for as long as I'm around, but I love the man for what he stands for.

Commissioner Odell said, Mr. Chairman, Fred [Thompson] has to come to the podium. He cannot get away without saying goodbye to each and every one of us and -- and identifying your family.

Mr. Thompson said, yes, sir.

Commissioner Odell said, you have a lovely family.

Mr. Thompson said, well, my wife 45 years, Beverly. And actually the rest of my family are working because they attended a luncheon yesterday. But then again my extended family's my staff behind me, Mr. William Wright, Kizzy, Ms. Pat, Ms. Foster, Joey Bell, that's my family here at Chatham County. And, you know, and really, I love them all. And also, I got to tell this Commission something. I've been at these meetings for 24 years. This is the best working -- I'm -- I'm not going to get anything by saying this -- a pay raise or anything else, you guys are the best working Commission I have seen. I have never seen a team builder like our Chairman to get all you guys to work together. You've really been great. I've enjoyed Chatham County. I love working here. I've had two bosses, Marine Corp, Chatham County, Russ Abolt. And I appreciate it. Thank you much for the proclamation and for allowing me to work with you all. Thank you.

Assistant County Manager Michael Kaigler said, Fred [Thompson], just a couple final thoughts. You know, as I said yesterday, often we say to retiring employees that you'll sorely be missed, and -- but I can really tell you that you'll be missed by the rest of the department heads and your Chatham County family. Having served just in two organizations for most of your adult life, the Marines and Chatham County, says volumes for the man. Without a doubt, everyone that I've talked to, all the department heads who've expressed their concern to me, Fred [Thompson] leaving to a person, they've said they're going to miss Fred [Thompson]. Fred [Thompson] is the epitome of what we call a public servant. He's stable. Fred [Thompson]'s the kind of employee that when you give him an assignment, you don't have to worry about it. You know that it'll be taken care of. And I have to sometimes look at him and Mr. Abolt because when they talk, you know, it's that -- that special code. They -- they interact, and Russ [Abolt] will say something to Fred [Thompson] and -- and Fred [Thompson] will understand. And I -- I guess it's a Marine thing, I don't know. But, you know, Fred [Thompson], you've left a legacy. You trained the staff well, and we truly appreciate it, and good luck in your retirement.

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VI. CHAIRMAN'S ITEMS

1. SUNDAY SALES – ACCG NOTIFICATION

Chairman Liakakis said, next under the Chairman's Item, under Item VI, is Sunday sales. And we had a notification from the ACCG, which is, of course, the organization of county -- counties in the State. There are 159 counties in the State, and what they sent to us, notification for us to bring it up before the County Commission about Sunday sales, and as most of you know that are here today, about the City of Savannah and a couple of the other municipalities will be having on their -- on their ballot also about Sunday sales. Now with the Sunday sales, the subject is all about -- it's about if the County Commission decides to put this on the ballot, we have to do a Resolution, but going beyond that, it means that we have the citizens who vote to decide whether we'll have in the unincorporated area Sunday sales of alcoholic beverages. And so, I'd like to ask now if any of the Commissioners would like to make a statement on the Sunday sales or make a motion for the Sunday sales resolution. Helen [Stone]?

Commissioner Stone said, Mr. Chairman, I'd be happy to make the motion, but I just want to be very clear to the citizens that this only enables this to go on the ballot. This does not mean that this Commission supports it one way or the other. This just means this is the mechanism to get it on the ballot for the citizens to have the opportunity to vote on whether they want the sales of alcohol on Sunday.

Chairman Liakakis said, okay, we need a second.

Commissioner Odell said, second.

Chairman Liakakis said, we have a motion on the floor and a second for Sunday sales in the unincorporated area of the county --

Commissioner Stone said, for the ballot. To go on the ballot.

Commissioner Thomas said, to go on the ballot.

Chairman Liakakis said, on the ballot.

Commissioner Stone said, to be placed on the ballot.

Chairman Liakakis said, do we have any more comments? All right, let's go on the Board. Motion passes.

County Attorney R. Jonathan Hart said, for purposes of clarification, that -- that motion was made and y'all were voting on the purposes of having the Chairman execute a resolution to the affect that that can go on the ballot.

Commissioner Farrell said, correct.

Commissioner Stone said, right.

ACTION OF THE BOARD:

Commissioner Stone moved to approve the Board executing a Resolution to place the Sunday sales of alcohol on the ballot for a vote by the citizens. Commissioner Odell seconded the motion and it carried unanimously.

AGENDA ITEM: VI-1
AGENDA DATE: July 8, 2011

Association County Commissioners of Georgia

★ PUBLIC POLICY & ADVOCACY

SB 10 Authorizes Sunday Package Sales

Effective July 1, 2011, the bill authorizes counties and cities (which already allow package sales) to approve the package sale of beer, wine, and distilled spirits on Sunday betweeen the hours of 12:30 p.m. to 11:30 p.m. Before a county can place it on the ballot, a commission must first authorize the vote via a resolution or ordinance. After a four week notice in the county organ, the proposal then goes to a vote of the public with a simple majority prevailing. Elections can take place any time a special election is allowed under current law (O.C.G.A. 21-2-540 see highlighted section of the code below) and are to be paid for by the county or city that puts the vote on the ballot.

A model resolution to allow beer and wine and a model resolution to allow beer, wine, and distilled spirits is attached and available at www. accg.org.

GEORGIA CODE
TITLE 21. ELECTIONS
CHAPTER 2. ELECTIONS AND PRIMARIES GENERALLY
ARTICLE 14. SPECIAL ELECTIONS AND PRIMARIES GENERALLY; MUNICIPAL TERMS OF OFFICE

(2) Notwithstanding any other provision of law to the contrary, a special election to present a question to the voters shall be held on one of the following dates which is at least 29 days after the date of the call for the special election:

(A) In odd-numbered years, any such special election shall only be held on the third Tuesday in March or on the Tuesday after the first Monday in November; and

(B) In even-numbered years, any such special election shall only be held on:

(i) The date of and in conjunction with the presidential preference primary if one is held that year;

(ii) The date of the general primary; or

(iii) The Tuesday after the first Monday in November.

MODEL RESOLUTION

AUTHORIZING REFERENDUM TO ALLOW PACKAGE
SALES ON SUNDAYS BY RETAILERS OF PACKAGE MALT
BEVERAGES AND WINE

WHEREAS, package sales of malt beverages and wine by retailers are currently lawful within the unincorporated area of CHATHAM County; and

WHEREAS, sales of malt beverages and wine by retailers are currently subject to regulation on Mondays through Saturdays in the unincorporated area of CHATHAM County by the governing authority of CHATHAM County; and

WHEREAS, O.C.G.A. §3-3-7(p) authorizes the governing authority of a county to allow package sales

by retailers of malt beverages and wine on Sundays between the hours of 12:30 P.M. and 11:30 P.M.,[1] if such sales are approved by referendum.

NOW, THEREFORE BE IT RESOLVED by the governing authority of CHATHAM County, Georgia that the County Clerk is hereby authorized and directed to transmit this Resolution to the Elections Superintendent to issue the call for a referendum for the purpose of submitting to the voters of the county the question of authorizing Sunday package sales by retailers of malt beverages and wine between the hours of 12:30 P.M. and 11:30 P.M.

BE IT FURTHER RESOLVED that, upon receipt of this Resolution, the Elections Superintendent shall issue the call and shall conduct the election on the _____ day of _____, 20__ in the manner prescribed by O.C.G.A. §21-2-540.

BE IT FURTHER RESOLVED that, upon receipt of this Resolution, the Elections Superintendent shall cause the date and purpose of the election to be published once a week for four weeks immediately preceding the date of the election in the official organ of the county.

BE IT FURTHER RESOLVED that the Elections Superintendent shall cause the following language to be written or printed on the ballot:

"( ) YES Shall the governing authority of CHATHAM County be authorized to permit
and regulate package sales by retailers of malt beverages and wine on Sundays
( ) NO between the hours of 12:30 P.M. and 11:30 P.M.?"

BE IT FURTHER RESOLVED that upon the passage of the Sunday package sales referendum, the governing authority of CHATHAM County shall be authorized to permit and regulate package sales by retailers of malt beverages and wine on Sundays between the hours of 12:30 P.M. and 11:30 P.M. effective _____ ___.[2]

IN WITNESS WHEREOF, this resolution has been duly adopted by the governing authority of CHATHAM County, Georgia on the _____ of _____, 20 ___.

_____
Chairman

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of an original resolution duly adopted by the Board of Commissioners of CHATHAM County on the _____ day of _____, 20____.

_____
County Clerk

[Affix Seal]

MODEL RESOLUTION
AUTHORIZING REFERENDUM TO ALLOW PACKAGE
SALES ON SUNDAYS BY RETAILERS OF PACKAGE MALT
BEVERAGES, WINE AND DISTILLED SPIRITS

WHEREAS, package sales of malt beverages, wine and distilled spirits by retailers are currently lawful within the unincorporated area of CHATHAM County; and

WHEREAS, sales of malt beverages, wine, and distilled spirits by retailers are currently subject to regulation on Mondays through Saturdays in the unincorporated area of CHATHAM County by the governing authority of CHATHAM County; and

WHEREAS, O.C.G.A. §3-3-7(p) authorizes the governing authority of a county to allow package sales by retailers of malt beverages, wine, and distilled spirits on Sundays between the hours of 12:30 P.M. and 11:30 P.M.,[3] if such sales are approved by referendum.

NOW, THEREFORE BE IT RESOLVED by the governing authority of CHATHAM County, Georgia that the County Clerk is hereby authorized and directed to transmit this Resolution to the Elections Superintendent to issue the call for a referendum for the purpose of submitting to the voters of the county the question of

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[1] The resolution must include malted beverages and wine if the county currently allows for the package sales of both Monday through Saturday.

[2] The Resolution must include the date that Sunday sales will be effective if the referendum is approved by the voters. That date must be after July 1, 2011. See OCGA 3-3-7(q)(2).

[3] The resolution must include malted beverages, wine and distilled spirits if the county currently allows for the package sales of both Monday through Saturday.

authorizing Sunday package sales by retailers of malt beverages, wine and distilled spirits between the hours of 12:30 P.M. and 11:30 P.M.

BE IT FURTHER RESOLVED that, upon receipt of this Resolution, the Elections Superintendent shall issue the call and shall conduct the election on the _____ day of _____, 20__ in the manner prescribed by O.C.G.A. §21-2-540.

BE IT FURTHER RESOLVED that, upon receipt of this Resolution, the Elections Superintendent shall cause the date and purpose of the election to be published once a week for four weeks immediately preceding the date of the election in the official organ of the county.

BE IT FURTHER RESOLVED that the Elections Superintendent shall cause the following language to be written or printed on the ballot:

"( ) YES Shall the governing authority of CHATHAM County be authorized to permit and regulate package sales by retailers of malt beverages, wine, and distilled
( ) NO spirits on Sunday between the hours of 12:30 P.M. and 11:30 P.M.?"

BE IT FURTHER RESOLVED that upon the passage of the Sunday package sales referendum, the governing authority of CHATHAM County shall be authorized to permit and regulate package sales by retailers of malt beverages, wine, and distilled spirits on Sundays between the hours of 12:30 P.M. and 11:30 P.M. effective _____.[4]

IN WITNESS WHEREOF, this resolution has been duly adopted by the governing authority of CHATHAM County, Georgia on the _____ of _____, 20 ___.

_____
Chairman

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of an original resolution duly adopted by the Board of Commissioners of CHATHAM County on the _____ day of _____, 20____.

_____
County Clerk

[Affix Seal]

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VII. COMMISSIONERS' ITEMS

1. CHICKENS (COMMISSIONER FARRELL)

Chairman Liakakis said, next, Item 1 under Commissioner's Items, that item is chickens and Commissioner Farrell will speak about the chickens.

Commissioner Farrell said, well, I'm sure everyone in this room and in this community is well aware of the recent trials and tribulations of some good citizens and neighbors that -- that own chickens in the unincorporated area, and through a series of events, it became apparent that there was some disparity between the urban environment of say the City of Savannah, where approximately five (5) hens are allowed in non-agricultural districts, and in the unincorporated area, where at this point it appears that if you're not in agricultural zoning, that no chickens are allowed. And so today, I -- I'd like to ask our staff and our MPC to work together and -- and come up with some -- some -- some language, an ordinance, or what have you that -- that would perhaps put us on a more even footing with the -- with the suburban area of the unincorporated area and the urban area predominantly in the City of Savannah.

Chairman Liakakis said, Helen [Stone]?

Commissioner Stone said, thank you, Mr. Chairman. I would concur with Commissioner Farrell. I think that the fact that people tend to live outside of the city limits, part of it is for this very reason, to have gardens and to have livestock or chickens, and so I would concur that that is a bonus for living outside of the city limits is to be able to enjoy what you maybe you're not able to enjoy within the city limits. So I would second your motion and see what we can come up with to allow the residents in the unincorporated area to have chickens.

Chairman Liakakis said, David [Gellatly]?

Commissioner Gellatly said, thank you, Mr. Chairman. I -- I would recommend as we study this issue that we -- we consider the fact of the people that are going to have to enforce this ordinance, and that we -- we make our ordinance identical to the City's so that the police or whoever goes out there, they don't have to look at two separate ordinances.

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[4] The Resolution must include the date that Sunday sales will be effective if the referendum is approved by the voters. That date must be after July 1, 2011. See OCGA 3-3-7(q)(2).

I would recommend that we do that.

Chairman Liakakis said, Dean [Kicklighter]?

Commissioner Kicklighter said, just want the public to be aware before our vote on this that it's simply -- I believe the recommendation's sending it to the MPC for study so people in Southbridge or at the Landings in a multi-million dollar home that's worried about a bunch of chickens popping up next to your house, that's not what we're voting on here today. We're simply sending it back to the MPC for -- for review to see where livestock should be allowed. Thanks.

Commissioner Odell said, so help me God.

Chairman Liakakis said, all right, let's go on the board.

County Manager Abolt said, Mr. -- Mr. Chairman, if I may clarify?

Commissioner Odell said, this doesn't include chickens in your freezer.

Chairman Liakakis said, go ahead. Let them finish voting. We've did it partially, and then go ahead. Okay.

County Manager Abolt said, Mr. Chairman may I -- it's been said, but I want to clarify for the sake of perfecting the record. You're referring the matter to the MPC to discuss and review and come back to you with the recommendations you seek, and that will be done. In conversation with Mr. Anderson then the much publicized enforcement action regarding chickens will be stayed. There is though a residual situation involving a chicken coup that was built illegally. We will continue to enforce the fact that that was built illegally without a permit. It has nothing to do with the chicken issue. It has to do with an illegal structure. So the chickens have been stayed, other issues obviously will continue and their enforcement continue.

Chairman Liakakis said, and when this comes up for the MPC, we want you -- to let you know that any citizen that would like to, they'll have citizens to be able to speak about the chicken situation that we have in Chatham County. Tom [Thomson]?

Mr. Tom Thomson, Executive Director of the MPC said, Mr. Chairman, thank you. I just wanted to say that the MPC is willing to jump into this and -- and work on this in partnership with Gregori Anderson and the County. I think it's a partnership, but I also, if -- I want to offer another suggestion, that we bring the City of Savannah, Animal Control Ordinance to the table. And there's a cross-section of issues, bees and chickens and -- and horses, that, you know, need be addressed. So we'll -- we'll tackle that. We've gotten inquiries from citizens who want to be very involved in this, and we'll certainly invite them to the table too, and with Gregori [Anderson], I'm sure we'll come up with a good solution.

Chairman Liakakis said, Tom [Thomson], this is Tom Thomson.

Mr. Thomson said, oh, pardon me.

Chairman Liakakis said, for the people in the audience that doesn't know him, he's the executive director for the MPO and MPC, Metropolitan Planning Commission of the Savannah and Chatham County.

Commissioner Shay said, I just want to add additional clarity to what the Manager just said. I received a number of emails and phone calls from people who live in suburban areas who are keeping a very few hens for their own family's personal consumption, and they were very concerned that they might be doing so illegally. And if I understand the will of this Commission today, it is that if you're keeping a few hens and using those eggs to eat for your family's purposes and they're not causing a nuisance in the community, that you need not worry that you are in violation of the law, because the law is going to be stayed -- whatever that means. I guess that means --

Commissioner Stone said, not enforced.

Commissioner Shay said, -- not enforced until the decision on what the exact wording would be is -- is made. Is that correct?

County Manager Abolt said, yes, sir. It's -- it's complaint driven. If and when we were to receive a complaint between now and the time you receive the product from the MPC, we'd -- we'd say the matter is under review and that we would not respond based on a complaint of chickens.

Commissioner Odell said, but this has --

Commissioner Shay said, pardon the pun then and what we're talking about is no harm, no fowl.

Commissioner Odell said, that's very good. But this has nothing to do with the City of Savannah as we do not control enforcement in the City of Savannah. This is SSD, so those people who live in the City of Savannah, it's --

County Attorney Hart said, they're still in danger.

Commissioner Odell said, there could be a foul.

Commissioner Kicklighter said, Mr. Chairman?

Chairman Liakakis said, yes?

Commissioner Kicklighter said, I just want to point out for the public that this whole thing finally tells me that we in West Chatham County have arrived. Not one phone call about a chicken from a westside person. So, you know, we're finally big city now, not the old country -- the old country boys like we used to be stereotyped.

Commissioner Shay said, here, here.

ACTION OF THE BOARD:

Commissioner Farrell moved for County staff work together with the MPC to come up with an ordinance regarding owning chickens that would put the County on even footing with the suburban area of the unincorporated area and the urban area predominantly in the City of Savannah. Commissioner Stone seconded the motion and it carried unanimously.

AGENDA ITEM: VII-1
AGENDA DATE: July 8, 2011

TO: BOARD OF COMMISSIONERS

THROUGH: R. E. ABOLT, COUNTY MANAGER

FROM: GREGORI S. ANDERSON, DIRECTOR
BUILDING SAFETY AND REGULATORY SERVICES

ISSUE
The keeping of chickens, Chatham County regulations compared to the City of Savannah.

BACKGROUND
1. Chatham County: The keeping of chickens is regulated by the Zoning Ordinance. The activity is classified as an agriculture use.

2. City of Savannah: The Zoning Ordinance and City Code provide the regulations for keeping and raising chickens. The activity is separated into two use groups. The use groups include the raising of commercial and non-commercial poultry.

FACTS AND FINDINGS
1. Chatham County: The ability of citizens to keep chickens is regulated by the Zoning Ordinance. The only residential zoning districts that allow the use is R-A (Residential-Agricultural) and R-A-1 (Residential-Agricultural-Limited). Once the zoning use is compliant with the Ordinance, the parameters of the use are identified within the Animal Control Ordinance. The Animal Control Ordinance indicates the rules for setbacks, sanitary requirements, nuisances and the handling of dead animals.

2. City of Savannah: The keeping and raising of chickens is regulated by the City Code. The provisions allow up to five chickens, and other livestock in any zoning district, provided that the setback requirements are met. Once the maximum number of chickens is exceeded, the Code classifies the use as an animal boarding place and is subject to the provision of the Zoning Ordinance.

POLICY ANAYLSIS
In both the County and City, the zoning ordinance and another document, either the County Animal Control Ordinance or City Code is used in the regulating of the activity of keeping chickens.

The County Zoning Ordinance provides the use approval and the Animal Control Ordinance the provisions and regulations for that use. The Animal Control Ordinance indicates the required setbacks, sanitary requirements and other provisions. The current county ordinance does not take into consideration the recently identified activity of "rescue chickens" or the raising of poultry for personal consumption and its connection to global sustainability.

The City Code allows an indicated number of chickens and other animals in any zoning district. Only when the indicated number is exceeded does the Zoning Ordinance become applicable. The Code provides provisions and regulations such as setbacks, sanitary requirements and others. The City Code also does not identify such activities as "rescue chickens"; however, the indicated allowable number of chickens does enable individuals to raise food for personal consumption.

ACTION
For information only.

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2. TRADE CENTER EXPANSION (Commissioner Shay)

Chairman Liakakis said, okay. Next item is the Trade Center expansion. Commissioner Shay.

Commissioner Shay said, yeah, Mr. Chairman, I -- I placed this on the agenda today purely for procedural reasons, but because there is a lot of interest in the -- in the issue in the community, I'd like to do a -- a bit of an intro here, and -- and do that with a little bit of history. About ten (10) years ago the Trade Center Authority in conjunction with our local legislative delegation went to then Governor Roy Barnes and asked to purchase what we call Parcel 7. It's the sliver

of land that is between the Trade Center and slip number 3. And Governor Barnes was good enough to commit that in his budget. It passed the legislature, but the land was actually purchased on behalf of Chatham County. So Chatham County owns Parcel 7. There was also with the land sale a covenant that was put in there by the sellers, which at that point was CSX, so that there was a -- a provision that an-- another large-scale hotel could not be developed for a period of ten years, and that ten years is just about up. That covenant was a reflection of the fact that all along it was planned that this would some day be the site of another convention hotel.

Commissioner Shay said, in that 10-year period since the Trade Center Authority engaged in a planning process that was very public and very open, with invitations to the entire community, especially the community of stakeholders and was -- that really culminated in a master plan for Parcel 7, which was completed and adopted and published and made available to anybody that wanted to look at it on a permanently maintained website. About a year ago, the Trade Center Authority decided to issue RFP's, request for proposals, to potential hotel developers in this community and throughout the nation to see if there was any interest in actually developing a hotel on what is called Block 2, a portion of -- of Parcel 7. After a rigorous and public process, a -- a lead candidate was identified and the Trade Center Authority then issued a Memorandum of Understanding with that preferred developer so that there would be an exclusive right during a limited period of time to develop the terms and conditions of a development agreement. Early on in that process, it became clear that there was not complete concensus on the subject of how much or how little public involvement in the development was inherent in that Memorandum of Understanding, and the Trade Center's executive committee and their Board asked me as your representative -- I've been on the Trade Center Authority at least 10 years, maybe 15. The folks at the Trade Center Authority asked me the -- the question is the county going to be willing to participate in the public financing? And although I'm your representative on the Trade Center Authority, I know full well that I have no right to speak on your behalf without coming back to you and asking you. So I came back to you in January and asked your forbearance that Pat Monahan might be allowed to take some of his staff time to look at this plan and look at it very carefully, and he's -- he's done that. We're not at the point today of making a final decision at all on whether or not the county should participate in the financing of the improvements at all, but we are at a point where it is appropriate from a procedural standpoint for us to ask the Trade Center Authority to see if they're willing to assign a Memorandum of Understanding to us so that we can make the final decision as to whether or not we're willing to participate in the credit enhancement of that financing package. The Memorandum of Understanding that's been out there and agreed to by the developer, it's my understanding that the Trade Center Authority would like to have the opportunity at their meeting next week to tweak that document. I've seen a draft of it. I haven't had a chance to read it yet. I haven't been able to do my homework on that as I just got the document this morning. But that's as it should be. What we're asking is that the Trade Center Authority would let us know that they're willing to assign that Memorandum of Understanding in the form that is agreeable to the preferred developer and the Trade Center Authority to the County so that we can make the final decision as to whether or not we think that public participation in some part of the financing is appropriate or not. It is not appropriate for us to make that decision right now, but it would be if the Trade Center Authority agrees to that assignment.

Commissioner Shay said, also, in the negotiations over that financing, because this Board very clearly sent the message that we were interested in a -- in a project that was privately owned and to the maximum extent possible, privately financed, the -- the lending institution that has agreed to terms and conditions for a loan of about $50 million for the hotel project, has stated that they would like for the hotel site to be owned rather than leased. They were not comfortable I guess with a 50-year lease, they would like for Block 2 to actually be owned, since it's all privately financed. And so a second part of this resolution today would be to ask the Trade Center Authority are they willing to release their lease on Block 2 only so that it could be sold, with the understanding that the proceeds from that sale would be at fair market value and that the proceeds would go to the Trade Center Authority in consideration for their ten years of hard work on the master planning and the RFP process. This is not a final vote on the merits of the project or on any of the financial aspects. What I'm asking for is a resolution that is as a matter of protocol and a matter of procedure asking the Trade Center Authority if they are willing to assign to us that Memorandum of Understanding, and if they are willing to allow their lease on Block 2 only, to be released so that it might, if there is a transaction, be sold with their -- the proceeds being fair market value. So with that, I make that in the form of a motion.

Chairman Liakakis said, do we have a second? Anybody second the motion?

Commissioner Odell said, I -- I'll second it for the purpose of discussion, and I'd ask for clarification if I could.

Chairman Liakakis said, okay.

Commissioner Odell said, may I ask to add a question? The substance of the motion is to ask that it be transferred for decision making purpose to the county? Or to request that they transfer the decision making purposes to the county?

Commissioner Shay said, the Memorandum of Understanding has a series of terms and conditions that were negotiated by the Trade Center Authority, but inherent in that document is that there is some level of credit support from the public sector. They do not have the ability to do that credit enhancement themselves, so what we're asking is would they be willing to assign the Memorandum of Understanding to the county so that we could make that final decision as to whether or not we want to participate in the financing.

Commissioner Odell asked, and just if I might? This would in no way influence further discussions to be made by the Trade Center regarding rescoping the probe if they elect to do so?

Commissioner Shay said, it is their Memorandum of Understanding and it's a bilateral agreement with the developers, so as long as they agreed on something together, that would be an appropriate thing to happen.

Commissioner Odell asked, and this makes no final decision?

Commissioner Shay said, does not.

Chairman Liakakis said, so we want everybody in the audience to know because I'm going to allow whoever would like to speak on this issue to come forth on that, but what he's saying, we are not voting today on -- on the financing, any of those kind of things, and making a decision today on that hotel. It's just a Memorandum of Understanding. Helen [Stone]?

Commissioner Stone said, well, I think you've answered my question, Mr. Chairman. I just want -- I knew that the head of the Trade Center Authority is here, and I know that he needs to speak, and I need to hear from him, as well as some of the others in the audience, and I wanted to make sure that we allowed time for them to give their thoughts on the subject.

Chairman Liakakis said, Mark [Smith], would you like to come forth now?

Commissioner Odell asked, can we set some parameters?

Chairman Liakakis said, yeah, and let's do this too, because I see there's a lot of people in the audience. I don't know how many people would like to speak on it, but we would like for -- to have like a four (4) minute presentation on it.

Mr. Mark Smith, Chairman of the Georgia International Maritime and Trade Center Authority said, well thank you. My name is Mark Smith. I'm Chairman of the Georgia International Maritime Trade Center Authority, and this is Ben Pelote, our newly elected vice-chairman. And Commissioner Shay is -- is right. The Trade Center Authority voted last May to extend this MOU, originally scheduled to expire on May 31st. When we took a vote, we said, we would -- we would vote to extend it but that there would be some modifications that needed to be made to the document. Some items in the document were no longer germane to the -- the project the way it has evolved. As you all know, and as I certainly know, this has been a very contentious issue in Chatham County. I'm being beseiged by phone calls, letters, from local hotels that claim their business will be seriously impacted by this project, and in response to that, we've held a number of -- we've held a workshop; we've had meetings; we've had additional studies. We have -- early on in the process we identified a financial technical review committee and -- and they have conducted a study, and our executive committee I think has come to the conclusion that if the county wishes this MOU to be assigned, if that is the vote today, we will acquiesce in that decision. But we want to give you a heads up that the MOU we're going to send over is gonna suggest a tweaking of the project. And I say that because there's strong sentiment on the Trade Center Authority that this project is simply too large, that if we could scale this back to say 350 rooms, that it would have -- alleviate a lot of the concern in the community and potential damage to the other businesses and hotels in the community, and we want you to know that we stand ready to continue to fulfill our obligations in -- in managing this process. It's my understanding that if we assign this MOU to the County, we're essentially putting Chatham County in charge of the project, and if that's what y'all wish, then we'll acquiesce in that. But, we want you to know very clearly that if you would like us to continue to look at this project and work on managing the project and developing the development scheme, and if there is to be any sort of modification to the development scheme, we'd be happy to continue in our role of spearheading that effort.

Mr. Smith said, one of the things we've learned in our studying of the project is that we do -- the Trade Center Authority did $1.2 million worth of business with the Westin Hotel last year. They're our largest customer. They are feeding over a million dollars a year in business into the Trade Center. And the current development scheme calls for 30,000 square feet of meeting and banquet space in the new hotel. And we are very fearful -- we have not done any financial modeling as to what affect that might have on the Trade Center's finances. At our workshop, Commissioner Farrell raised the issue that maybe that meeting space, since that's in the current scheme, or one scheme I've seen is proposed to be owned by Chatham County, maybe that meeting space would be better suited to be located within the Trade Center. But nonetheless, we don't know what that would -- how that might impact the finances of the Trade Center. So, in short, it's been a long road. It's had a lot of twists and turns. I think its -- if we had to do it over again, we would engage with the County on establishing a level of financial support and include that in our MOU that we -- or our RFP, excuse me, that we originally sent out. We have developers who are out spending thousands of dollars a week seeking financing without knowing the level of support they may attain from Chatham County. And if you wish us to assist in identifying that financing scheme with our technical review committee, we'll certainly help with that. If you wish to take the project on yourself, we'll acquiesce to that.

Chairman Liakakis said, okay. Any questions? Helen [Stone]?

Commissioner Stone said, from what you're saying, I -- I don't understand what the hurry is today. It would seem to me that if you have -- still have some tweaking to do that perhaps before we take any action today that we need to hear back from you, especially if you're talking about downsizing this. I'm a little concerned about taking any action on an MOU from our standpoint if you all haven't even clarified everything from the -- from the Trade Center's standpoint. So I'm a little nervous about what the rush is here, and I'd really like to hear from you all before we make any decisions as the Commission.

Mr. Smith asked, is that a question?

Commissioner Stone said, sort of.

Chairman Liakakis said, Patrick [Shay]?

Commissioner Shay said, well that -- the motion today is to simply to request that the Trade Center Authority let us know if they're willing to assign that document. That doesn't put a time certain on their decision or even what's in the Memorandum of Understanding. So it's not a rush, it's just basically saying, let's take the next step.

Commissioner Stone said, but I'm -- I'm a little nervous about taking the next step before I hear back from the Trade Authority. I mean that's just me because I feel you all have been in the trenches with this thing from the beginning and this just came to surface with us a few months ago. So I don't know what you know and what you might be looking to find out, especially as far as the financing goes and what's available out there. Before it comes back to us, and we put

tax dollars on the table, I'd really like to hear what your final decision is, and I -- and I don't understand why we can't do it the way we agreed to do it several months ago, which was this Board agreed to wait until your report was finalized before we took any action, if I remember correctly. So that's how I would like to proceed is the way we originally agreed to proceed and get all the information we need from you before we make a decision.

Chairman Liakakis said, Harris [Odell]?

Commissioner Odell said, morning Mark [Smith]. How are you?

Mr. Smith said, good morning.

Commissioner Odell said, you didn't need to identify yourself. Everyone knows you. You and Mr. Pelote. Mark, are you in support of the motion? The motion that's currently before us?

Mr. Smith said, I don't think it's my position to be in support or against it. I'm just saying that --

Commissioner Odell said, you're Chairman of the Authority. Do you have an opinion? If you don't --

Mr. Smith said, my personal opinion and preference would be to try to create a project that -- within the community that the community can rally behind and create harmony in the community. I think it's very devisive the way the program is scheduled right now. You know, I'd like to -- an opportunity for the Trade Center Authority to have a chance to look at the various aspects I've mentioned about this project and see if we can downsize it a little bit. I've spoken with the developer; they have no problem with downsizing it. They're just saying, tell us what you want us to do. And I'd like that opportunity for the Trade Center Authority to do that.

Commissioner Odell said, one of the initial concerns while we were looking at a public financing was to have an increase in the convention spaces and for a hotel to do that, then those convention spaces are not as high as far as revenue producing as rooms. If we are at this point considering pulling those out potentially and placing those in fact in our Trade Center, then it creates two questions for me. Question number one is the scope which we've defined is totally blown out. That's a whole new animal. The difference between lightening and a lightening bug. That's the first one. And question number two is, as Jekyll Island got $50 million for their Trade Center, and there've been no outcries about anything from other hotel owners because it's solely for the Trade Center. If we were to consider increasing the Trade Center, scaling down the hotel from the 500 rooms to 3 to 350, that's a totally different animal. And I guess my question to you would be in that regard, is this something that we need to take over now and say we want to do or kick it back to you all and say you all do that and then come to us at a later date or do you have any thoughts on it at all?

Mr. Smith said, yes, sir. Well I have a lot of thoughts on it, but I think that's the issue that's on the table. But the 150-room difference between 350 and 500 makes a great deal of incremental difference in the marketplace, the -- the risk to the Chatham County tax payers, the performance of the hotel, and, of course, there's a trade off, it would negatively impact our ability to host larger conventions. All the studies say we're talking about nine more conventions a year. So that last 150 rooms are probably going to be empty 80% of the time, in -- in my opinion. You know, certainly 500 rooms is better than 350 if you're a convention planner and you're trying to bring conventions to town. But there's a cost benefit trade-off with the economics that I'm suggesting that we -- we study further. There is no shortage of land on Hutchinson Island. There's no shortage of land with this site. We could look at building 350 rooms now and save a pad for a tower to be built later. Certainly if the market warrants it, there's plenty of sights for further hotel development on the Island. As you've seen in downtown Savannah, when there's a demand, people will find a way to fulfill that demand. I just think it would behoove us as a community to try to come up with a project that people can rally behind and create a little more harmony and not put the tax payers as a greater risk at -- at the larger size project and -- and take a look at doing this incrementally rather than build the largest hotel in the history of Chatham County all at one time.

Commissioner Odell said, and because we may be converting some of the cost, i.e., the convention room to our Trade Center, we might be able to acquire funding -- additional funding from the State, which we are not as -- as to this hotel project.

Mr. Smith said, we -- we have that in our agenda. I mean the ultimate plan here is to build more hotel rooms and expand the Trade Center over multiple decades of time. And so it's always a chicken and the egg kind of thing, but we started with the program we have now, 400 rooms and the convention center as it is. We're talking about adding some more rooms, and we'll be also talking immediately about expanding the Trade Center. That's the natural progression of these projects.

Commissioner Odell said, thank you.

Mr. Smith said, and -- and I think we would -- as the economy improves, of course, you have to go to Atlanta and -- and fight for your -- for your piece of the pie, but I think we would have some support for that over the long term.

Commissioner Odell said, yeah, but if 150 of the 500 rooms in your expert opinion would be vacant 80% of the time, that is a serious cost benefit concern.

Mr. Smith said, it is. It is, and that's what creates the risk in the project in my opinion.

Commissioner Odell said, thank you.

Chairman Liakakis said, Dean [Kicklighter]?

Commissioner Kicklighter said, that -- he answered my question. So basically -- well let me -- I will say it. Basically to sum all that talk up is you feel us doing nothing at this point is the best thing?

Mr. Smith said, as I said I would prefer a chance for the Trade Center Authority to tweak the project.

Commissioner Kicklighter said, does that mean us take no action.

Mr. Smith said. I would -- I would assume so, yes.

Commissioner Kicklighter said, thank you.

Commissioner Thomas said, question?

Chairman Liakakis said, okay.

Commissioner Thomas said, question?

Chairman Liakakis said, excuse me?

Commissioner Thomas said, question. I have a question.

Chairman Liakakis said, oh, go ahead, Priscilla [Thomas].

Commissioner Thomas said, good morning.

Mr. Smith said, good morning.

Commissioner Thomas said, how open are you and your organization to seeking out larger organizations to come into our city for holding big conferences and etcetera? And the reason why I'm asking that question is because as a meeting planner, I have tried over the past ten years -- we have failed to meet the requests of certain larger groups that we have tried to bring in to Savannah. Mainly number 1, we couldn't get anyone to really work with the organizations to look at the number of delegates that we were going to bring in. Say for instance, we had like almost 4,000 people that needed to come in here, and no one wanted to actually give us a reasonable price for delegates and so forth and so on. So -- and we did not have enough breakout rooms so that we could have the exhibits and -- and etcetera. So how open are you -- how seriously open are you in trying to attract the larger organizations, such as the National Association of Counties, you know, meetings?

Mr. Smith said, right. Well, I think we're very open to them. I mean that's our mission. Our mission is to have the maximum positive economic impact that we can for Chatham County. I have been in meeting -- I have spent, you know, many, many hours in meetings. We've developed a marketing accord between the three big box hotels and the Convention Bureau and the Trade Center. You know, the Convention Bureau has a major budget and a -- and a role in soliciting conventions to this town. The Trade Center Authority has a sales staff. We go over those numbers every month. We look at our -- our -- our -- our lost business reports. We look at, you know, what we have pending. We look at what we need to do to close deals. I mean we -- we just completed in our last fiscal year, the greatest year ever at the Trade Center with 66,000 room nights generated at the Trade Center. And, no, that's our mission, and that's -- that's what we're about.

Commissioner Thomas said, well that's a big concern of mine, because as I said, I've been working with this for quite a long time, and we failed to negotiate the terms for the National Association of Counties which we lost five years ago, and I'm still trying to get that group to get -- come here because it will be a great, you know, access -- asset to -- to Chatham County.

Mr. Smith said, well, we -- we have had groups that large, and we do have groups maybe not quite that large but every year we have the -- groups in the 2,000, 2500, 3,000 person range --

Commissioner Thomas said, right.

Mr. Smith said, and we have had 4,000 person groups. So it can be done.

Commissioner Thomas said, yeah. So --

Mr. Smith said, a lot of it has to do with the time of year and -- and everything.

Commissioner Thomas said, I understand and that's -- that's my concern because as I said, and I don't want to stay on this too long, but because there -- you know, you were talking about a demand, there is a demand out there for it. And the -- and people ask me every day, how can we come to Savannah? You know, can you accommodate here and accommodate there? But then when I check it out, I mean, we can't, you know. So this is all I'm saying is that, you know, let's take a look in that direction so that we can make sure that we can get these big groups to come into Savannah as they go to other places as well.

Mr. Smith said, yes, ma'am.

Chairman Liakakis said, well --

Mr. Smith said, I would -- I'd like to say one other thing, too.

Chairman Liakakis said, go ahead.

Mr. Smith said, 'cause the issue came up about the sale of the land. Our executive committe met with the developers some month ago and -- and we discussed that at our Board meeting. We -- we are amenable to selling the land. We --

that -- I don't think that will be -- I don't think you'll have any resistence from us on selling the site when it gets to that point.

Chairman Liakakis said, what was brought to this County Commission is that it came from the Trade Center that the reason why they were looking for a larger hotel is that a number of times that the big conventions didn't come in. Where there were 5, 6, 8,000, you know, conventions had come, and I think one was even over 10,000, coming here is because we didn't have the facility that was right next to the Trade Center. Now is that -- is that been changed by the Trade Center?

Mr. Smith said, well I was in those meetings when we looked at the size of this project and -- and yes that was the advice of the Convention Bureau, build a 500-room hotel. That's the number of rooms, that's the optimum they say. But it's like, you know, if you watch C-SPAN, and you see the admirals and generals testifying before Congress, the admirals want more battle ships and the -- the generals want more tanks. They always want more and -- but then Congress and, you know, scales them back sometimes. And I think that certainly a 500-room hotel, or we could be like Jacksonville, build a 1,000 room hotel, I mean that would be even better. We could have even more, even larger conventions, but what governs the size of the room count is the economics of it, and how much risk is Chatham County going to take? How much risk is the developer going to take? And how much risk are we gonna throw on the other competing hotels? It's a risk-reward trade-off, which I think by giving the amount of antagonism there is in the community right now on the project, that we have not achieved the equilibrium that we really need to achieve.

Chairman Liakakis said, well, let me ask you this, if this isn't voted on today, you know, we don't get votes passed to do what Commissioner Shay has said, how quick will the Trade Center come together to put the information that has been requested here so that we can move on with the project? 'Cause the project is very important to our community from what we have received. So what I'm asking you as Chairman of the Trade Authority, what time element do you think that it could come together?

Mr. Smith said, well we meet next week. We'll be -- we'll be working on it this after -- you know, starting this afternoon we'll start working on arranging what our programs should be to determining the right room count, and -- and what we need to support that and looking at the impact on the Trade Center of the -- of the function space as well. But we'll -- we'll be right on it.

Chairman Liakakis asked, so you'll come back to us as soon as possible so that, Mark [Smith], we can make a decision on that?

Mr. Smith said, our intent from many years ago has been to build another hotel on the Island. That was a program we established many years ago. We never -- I never heard anything about any county financing until January when I received a copy from the newspaper of the proposal to -- for the county to own the entire hotel. We thought it would be privately built and privately funded. If -- and I know the RFP -- the RFP allows for a privately owned and funded hotel to a county-owned and funded hotel and everything in between. If -- if the county would establish some sort of baseline of commitment that -- of funding or exposure or bond guarantee that they might consider or would actually vote and put in place, it would make our job a lot easier because then we could tell the developers this is what you got, now -- now how much can we build with this level of subsidy or bond guarantee? So we need to work with the county, as well as ourselves in coming up with the right formula for this project.

Chairman Liakakis said, okay. Any other?

Commisioner Odell said, the bond guarantee is based upon having convention breakout spaces? That's our involvement in a hotel, other than bringing additional people in. Is -- is that your understanding?

Mr. Smith said, that's -- well, you know, there is no plan that is fixed on the table. I -- I don't know what the developers are telling the financial markets. I think I -- I think I have an idea, but the -- they are looking for the county to underwrite the common area space and the breakout rooms and the ballrooms, while the first mortgage goes on the room tower. And I think that's the plan, but there is no defined plan on the table because we haven't heard back from the developers yet.

Commissioner Odell said, and I guess the follow up to that is, our Chairman asked how soon you could get back to us, and I guess my question is, in your opinion, is there a critical window of time where a decision should be made?

Mr. Smith said, well the -- the financial markets are improving every -- you know, we started -- we -- we -- we first started this process back in 2007, and then when there was a financial meltdown, we -- we -- we decided to -- to put the project on ice, and we suspended the activites of our consultants, and we waited until the economic climate became more palatable, and then we put out the RFP April of last year, and -- so, you know, time, sure, but as -- as -- as time goes on, it makes the project more likely, more financeable, with less exposure to Chatham County.

Comissioner Odell said, so a hurried decision would have a greater risk than potentially an extended decision?

Mr. Smith said, well said.

Commissioner Odell said, I guess my question is, in that the Trade Center put out a request for proposal, how was it determined that our level of risked exposure? We're going to devote 50 million? We're going to devote 70 million? If there's a request for proposal that was issued and as of this point, we don't know what the county's exposure would be, which, I think I'm correct in quoting you said would be helpful. When we sent off the RFP, did we know what the county exposure or risk would be at that point?

Mr. Smith said, no, it was -- it was broadly written to say there could be some governmental support, and -- or it could have private financing. In fact the RFP said there should be minimal government support. That was the exact language in the RFP. So with whatever your definition of minimal is.

Commissioner Odell said, I don't think there's anyone in Chatham County who's considering $50 million as minimal. I probably have been wrong a lot in the past, but I don't think I'm wrong on that. Fifty million exposure is not -- not minimal. Mark [Smith], thank you as always.

Chairman Liakakis said, Patrick [Shay]?

Commissioner Shay said, well I think we've had -- the purpose of the motion has been achieved. We've had discussion, Mark [Smith]'s been here. We want to make sure that the Trade Center Authority is still willing -- they passed a resolution a month ago saying that they were in favor of the project. They have expressed an interest in going back and looking at how they want to see if they can adjust the Memorandum of Understanding. I think we should give them time to do that. And so, frankly, I'd like to withdraw my motion at this time, if the seconder will agree to it. And Mark [Smith], you've got a clear signal now. I think there was some question in your mind as to whether or not the county wanted this to happen.

Mr. Smith said, right.

Commisioner Shay said, we want it to happen but we need you to help us to understand what it is --

Commissioner Thomas said, right.

Commissioner Shay said, that is needed.

Chairman Liakakis said, okay, do you?

Commissioner Odell said, absolutely.

Chairman Liakakis said, he withdraws also. Okay.

Commissioner Kicklighter said, thank you.

Commissioner Thomas said, thank you.

Chairman Liakakis said, so since we had the motion withdrawn and all, we appreciate it, and when it comes back up to the County Commission, when it does come up, we'll have people to -- as Mark [Smith] as you came up and speak, and we'll allow anybody -- any of the citizens if it comes back up here to be able to speak. Thank you.

ACTION OF THE BOARD:

No action was taken by the Board.

Agenda Item: VII-2
Agenda Date: July 8, 2011

Frances Rasmussen

From: Pat Shay [PShay@GMShay.com]
Sent: Sunday, July 03, 2011 10:50 AM
To: Pete Liakakis
Cc: Russ Abolt; thomasnp6@aol.com; helen_stone3@hotmail.com; jamesjholmes@yahoo.com;patfarrell; harris@odellfirm.com; gellatlydave@yahoo.com; deankicklighter@yahoo.com; Frances Rasmussen; Pat Monahan; jon@hartlawsav.com
Subject: Trade Center Expansion Request
Attachments: GIMTCA Resolution CC Hotel May 11, 2011.pdf

Mr. Chairman,

I would like to request a Commissioner's item under my name for the meeting next Friday, on the subject of the Trade Center Expansion.

As Chatham County's appointed representative on the Georgia International Maritime Trade Center Authority (GIMTCA), I have been actively involved in the acquisition of land for this project, master planning for these improvements, and investment of a significant amount of public funding to make it a success, over the past ten years. Last November the GIMTCA Board voted unanimously to enter into a Memorandum of Understanding (MOU) with the developer that was selected in a completely public process, and in accordance with State of Georgia and Chatham County procurement regulations. That developer's original proposal and the subsequent MOU made it clear that there would need to be some level of public support, but did not define how much. As the County's representative, I was asked by the GIMTCA Executive Committee to determine if the County was willing to take the lead in that support. This would be consistent with the history of Chatham County's courage and leadership in the Trade Center's development, which has resulted in over 700,000 directly induced hotel room nights since its opening, all of it spent in local hotel rooms that would have been empty otherwise. That represents over $1 Billion in local hotel revenues.

To that end, I asked you and my fellow Commissioners to let Pat Monahan take time from his already crowded agenda to study this proposal, and work with the preferred developers to prepare a plan with the minimum risk to taxpayers. Pat has done an excellent job in doing this, and again proven that when it comes to economic development and job creation, Chatham County has no greater asset.

Recently, the GIMTCA passed a second resolution of support for the expansion of the Trade Center campus, and the creation of a new convention hotel, and called upon us to make a final determination as to the level of support that we were willing to offer. This resolution passed the GIMTCA board by another unanimous vote. A copy of that resolution is attached. As you can read, the GIMTCA board wishes for us to be cautious.

At this time, it is necessary that the MOU, which will expire in August, be assigned legally to the County, so that we can make the final decision as to whether we want to help create the future of our community as a convention destination, or not. For this reason I will be asking my fellow Commissioners to pass a resolution calling upon the Trade Center Authority (GIMTCA) to assign to us that MOU. I will also request that we ask the GIMTCA if they would release their lease upon the land described as "Block 2", which would be sold to the private hotel owner if we approve the project, and the proceeds at fair market value distribued back to the GIMTCA, in generous consideration for their ten years of hard work in getting this site ready for this moment.

This is not a request to commit to any level of financial support at this time. It is a procedural request, to bring the matter before us for a final decision.

We will have the opportunity to decide whether we want to let a developer with proven experience bring $50,000,000 in purely private bank debt, together with about $30,000,000 in private equity, to spend on a privately owned hotel in our community, at a time when our community is literally dying from a lack of capital. That developer is willing to guarantee the $50M bank loan, a clear demonstration of their belief in the project. I have also personally seen the huge new convention center under construction on the beach at Jekyll Island, with a row of adjacent hotel sites tight as teeth along the beach front. In consideration for our risk, we will get an agreement from the new private hotel to let our VisitSavannah commit up to 400 of their 500 hotel rooms at enough discount to bring the large regional and national conventions. No other hotel in our community is willing to do this. All of the cities we compete against for convention have already done what we are now considering.

Regardless of your beliefs on the merits of this project, it is nearing time for us to make a decision. The smart money from the private sector that is willing to be spent here will soon find someplace else to invest. The final decision will come soon, but not now.

Frankly, if the votes are not there to request the GIMTCA to assign the MOU, then we need to move on.

Thank you,

Pat

Patrick Shay
Chatham County Commissioner, District 3

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CHATHAM AREA TRANSIT AUTHORITY

Chairman Liakakis said,all right. Now the Chatham County Commission, we're gonna recess as County Commission and convene as the Chatham Area Transit Authority. This Authority meeting won't be long. We will reconvene as soon as the -- the Authority completes their program.

The Board recessed as the County Commission at 10:32 a.m., and convened as the Chatham Area Transit Authority.

Following adjournment of the Chatham Area Transit Authority, the Board reconvened at 11:03 a.m., as the County Commission.

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VIII. 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. Those on which staff is requesting action are indicated by asterisk (*).

1. AT THE JUNE 24, 2011 MEETING, THE BOARD TABLED THE MOTION TO DISSOLVE THE SPECIAL SERVICE DISTRICT AS A TAXING DISTRICT AND HAVE A 0.00 MILLAGE RATE FOR THE SPECIAL SERVICE DISTRICT.

Chairman Liakakis said, Tabled and Reconsidered Items, Item 1.

County Manager Abolt said, it stays on the table, Mr. Chairman.

Chairman Liakakis said, stays on the table.

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IX. 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. TO REQUEST APPROVAL OF THE FOLLOWING BUDGET AMENDMENTS AND TRANSFERS: 1) TRANSFER $116,404 FROM THE SPECIAL SERVICE DISTRICT FY2011 POLICE BUDGET TO TRANSFER OUT TO THE CIP FUND, 2) INCREASE REVENUES AND EXPENDITURES IN THE FY2011 CAPITAL IMPROVEMENT PROGRAM FUND $116,404 FOR THE TRANSFER IN FROM THE SPECIAL SERVICE DISTRICT, AND $339,596 FROM THE CITY OF SAVANNAH FOR POLICE VEHICLE REPLACEMENT, 3) TRANSFER $100,000 FROM THE ROMNEY PLACE/PARKERSBURG PROJECT TO THE TALMADGE CANAL DRAINAGE PROJECT IN SALES TAX 3, AND 4) TRANSFER $45,000 FROM BOND CONTINGENCY AND $100,000 FROM THE SOUTH ANNEX PROJECT TO THE ANIMAL CONTROL PROJECT IN THE DSA SERIES 2005 BOND FUND.

Chairman Liakakis said, Item for Individual Action, to request approval of the following budget amendments and transfer: 1) transfer $116,404 from the Special Service District for FY2011 Police budget to Transfer Out to the CIP Fund, 2) increase revenues and expenditures in the FY2011 Capital Improvement Program Fund $116,404 for the transfer in from the Special Service District, and $339,596 from the City of Savannah for Police vehicle replacement, 3) transfer $100,000 from the Romney Place/Parkersburg project to the Talmadge Canal Drainage project in the Sales Tax III Fund, and 4) transfer $45,000 from Bond Contingency and $100,000 from the South Annex project to the Animal Control project in the DSA Series 2005 Bond Fund. Need a motion on the floor.

Commissioner Stone said, so moved.

Commissioner Holmes said, second.

Chairman Liakakis said, have a motion on the floor and a second. Let's go on the board.

ACTION OF THE BOARD:

Commissioner Stone moved to approve budget amendments and transfers: 1) transfer $116,404 from the Special Service District FY2011 Police budget to Transfer Out to the CIP Fund, 2) increase revenues and expenditures in the FY2011 Capital Improvement Program Fund $116,404 for the transfer in from the Special Service District, and $339,596 from the City of Savannah for Police vehicle replacement, 3) transfer $100,000 from the Romney Place/Parkersburg project to the Talmadge Canal Drainage project in the Sales Tax III Fund, and 4) transfer $45,000 from Bond Contingency and $100,000 from the South Annex project to the Animal Control project in the DSA Series 2005 Bond Fund. Commissioner Holmes seconded the motion and it carried unanimously. [NOTE: Commissioners Shay and Odell were not present for the vote.]

AGENDA ITEM: IX-1
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: Linda B. Cramer, Finance Director

ISSUE:
To request approval of the following budget amendments and transfers: 1) transfer $116,404 from the Special Service District FY2011 Police budget to Transfer Out to the CIP Fund, 2) increase revenues and expenditures in the FY2011 Capital Improvement Program Fund $116,404 for the transfer in from the Special Service District, and $339,596 from the City of Savannah for Police vehicle replacement, 3) transfer $100,000 from the Romney Place/Parkersburg project to the Talmadge Canal Drainage project in the Sales Tax III Fund, and 4) transfer $45,000 from Bond Contingency and $100,000 from the South Annex project to the Animal Control project in the DSA Series 2005 Bond Fund.

FACTS AND FINDINGS:

1. The following SCMPD budget adjustments will provide funding for Police vehicles: The FY2011 SSD Police department budget will be decreased by $116,404. The FY2011 Transfer Out to the CIP Fund will be increased by $116,404. CIP Fund revenues will be increased by $456,000; $116,404 from the transfer in from the SSD Fund and $339,596 in revenue from the City of Savannah for Police Vehicle Replacement. Correspondence and budget resolutions are attached.

2. The County engineer is requesting a transfer of $100,000 from the Romney Place/Parkersburg project to the Talmadge Canal Drainage project in the Sales Tax III Fund. Correspondence is attached.

3. The Assistant County Manager is requesting transfers of $45,000 from Bond Contingency and $100,000 from the South Annex project to the Animal Control project in the DSA Series 2005 Bond Fund. Correspondence is attached.

FUNDING: Funds are available in the Special Service District Police budget, Sales Tax III Fund, and the DSA Series 2005 Bond Fund for the transfers. The budget amendment will establish funding in the Capital Improvement Program Fund.

ALTERNATIVES:

1. That the Board approve the following:

SPECIAL SERVICE DISTRICT FUND FY2011

transfer $116,404 from the Police Department budget to Transfer out to the Capital Improvement Program Fund.

CAPITAL IMPROVEMENT PROGRAM FUND FY2011

a) increase revenues and expenditures $116,404 for the transfer in from the Special Service District fund,
b) increase revenues $339,596 for revenue from the City of Savannah.
c) increase expenditures $456,000 for Police Vehicle Replacement.

SALES TAX III FUND FY2012

transfer $100,000 from the Romney Place/Parkersburg project to the Talmadge Canal Drainage project.

DSA SERIES 2005 BOND FUND FY2012

transfer $45,000 from Bond Contingency and $100,000 from the South Annex project to the Animal Control project.

2. Amend or deny the request.

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

RECOMMENDATION: That the Board approve Alternative 1.

Prepared by: Read DeHaven

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2. REQUEST BOARD APPROVAL TO AMEND THE AGREEMENT WITH CLUB GROUP LIMITED OF SAVANNAH FOR HENDERSON GOLF CLUB AND APPROVE AN INTERIM REDUCTION OF LEASE RATES BECAUSE OF DECLINING REVENUES.

Chairman Liakakis said, Item 2, request Board approval to amend the agreement with Club Group Limited of Savannah for Henderson Golf Club and approve an interim reduction of lease rates because of declining revenues. Mr. Manager.

County Manager Abolt said, we -- we would ask for an amendment to the agreement as reflected in the staff report given the difficult time of this private contractor to perform. We want to see them succeed. We have committed ourselves sometime ago to privatizing certain types of services; this was very logical to do it. It is our hope that in the next twelve months this type of leisure activity will turn around and it will prove profitable. We still do receive lease payments from them in revenue, but in effect there'd be a loss in revenue estimated to be about $36,000 over the next twelve months.

Chairman Liakakis said, and -- and would -- their request then is $1,000 a month --

County Manager Abolt said, yes, sir.

Chairman Liakakis said, -- lease on it until they can get caught up --

County Manager Abolt said, that's correct.

Chairman Liakakis said, -- because the people aren't coming, and from what I understand from you also is that there would be a big problem. In fact it tells you all about that in your paperwork, but it would be a big problem by pulling that from them, you know, and giving it to somebody else because they've been doing okay until the fall out.

County Manager said, yeah, the other options in the short term would be expensive. Plus we -- we have certainly confidence and want to bolster this private sector operation and want to give them a chance.

Chairman Liakakis said, good. Helen [Stone]?

Commissioner Stone said, so it would cost us more to start over is what you're saying?

County Manager Abolt said, oh, yes, ma'am. No question about it.

County Attorney Hart said, we don't own any equipment or anything.

County Manager Abolt said, there's no question about it.

Commissioner Stone said, okay, well, that's -- that's all I want to know is that this is --

County Manager Abolt said, the -- the -- the options are not cost prohibitive but they're expensive.

Commissioner Stone said, okay.

Chairman Liakakis said, need a motion on the floor. Yes? Oh, excuse me, Dean [Kicklighter]?

Commissioner Kicklighter said, I just want to report that I told the gentleman that called, and he wanted to remain nameless, but he tells me he lives on the golf course and was previously a member. He reported that the golf course is not in good condition compared to others.

County Manager Abolt said, correct.

Commissioner Kicklighter said, he reported that they charge, I believe he said $40 to play there, when you can go somewhere, I believe he said, Tradewinds, for $50, and you can play on a -- just a perfect course. He suggested that they at this point, if they remain in place that they consider lowering their rates, and they could stay pretty busy, because they're charging a high rate for a lower end type course. He reported that several of his neighbors have dropped their memberships to that golf course because of the condition. And this gentleman stated and I don't know the people personally, but stated whatever disagreements with the current management group that a lot of people in that area had dropped their memberships, and that he would speculate that probably -- there was only probably 25 members there. This gentleman's actually a member of another golf course, although he lives on that golf course. It's something -- he suggested that we take a ride out and take a look at the golf course and then ride out to maybe Tradewinds and see the difference in management. And, you know, I don't know based on what staff just reported, I mean, I don't know --

County Manager Abolt said, I don't disagree with what you're saying, not about the facts of the situation reported to you. But -- but it has been going down. About six weeks ago a strong advocate -- and he's an advocate of the course, former Commissioner Ben Price, called me, said he had played it and it's getting a little raggedy. And we'll make sure that those thoughts are conveyed to the operator, that --

Commissioner Stone said, absolutely.

County Manager Abolt said, -- that's a -- that's a -- again I can't say it's fair because I'm not sure of the factual application of the situation, but it is private business, and it would seem without argument that the private sector, in order to make money would have to be responsive to what you're talking about.

Chairman Liakakis said, Russ [Abolt], then, if we vote to lower to $1,000, you'll make it plain to them that they have to use the monies and to make that golf course better?

County Manager Abolt said, yes, sir, they'll -- they'll understand that. The -- the issue then becomes -- again, it's a business decision. They're contracted to turn a profit on that and -- and they've made a decision, like Commissioner Kicklighter so -- actually said, to -- to slow down or eliminate some of their investments in -- in the amenities because they're running into financial problems, but that's a very valid criticism.

Commissioner Stone said, well --

Chairman Liakakis said, Helen [Stone]?

Commissioner Stone said, -- certainly, I mean, I wouldn't -- I wouldn't want to make a motion to approve this unless there would be some guidelines to -- to at least bring this course up to the standards that people are going to use it. If not, it's just -- just gonna be a losing proposition all the way around. So, it would seem to me that if we're going to make a motion to allow them this extension on owing us this money, that they're going to have to step up to the plate and make some improvements.

County Manager Abolt said, yeah, and again, I'm not -- I'm not --

Chairman Liakakis said, you make that a motion?

Commissioner Stone said, I'll make that in the form of a motion.

County Manager Abolt said, make it -- make it conditioned upon your -- your agreement.

Commissioner Gellatly said, Pete [Liakakis]?

Chairman Liakakis said, need a second.

Commissioner Thomas said, I agree. I second.

Commissioner Gellatly said, him and then me?

Chairman Liakikis said, yeah. Dean [Kicklighter]?

Commissioner Kicklighter said, and I -- and I would like to see something actually added to your motion that if -- if we agree to lower the payment, that they not only bring it up to some certain standard of competitive with other golf courses, but that we also be allowed to put out an RFP on the course.

Commissioner Stone said, well, then --

Commissioner Kicklighter said, 'cause we don't -- we don't own the equipment but we can put an RFP out and maybe a group that sees, I mean, the county built a beautiful place.

Commissioner Stone said, but then you're going back to square one. So I think that my motion would stand the way it is, that if -- if we're going to give this -- them this exension that they're going to have to -- to get the golf course in playable condition to where people will use it. If not, this is -- just becomes a money drain.

County Manager Abolt said, permit -- permit me --

Commissioner Stone said, so I -- I -- as far as the RFP, to me that -- that puts us back to square one and then starts the whole process which is not cost effective from what I can understand from reading the report, am I correct?

County Manager Abolt said, yes, permit -- permit me if you refine the motion to include what you're referring to now as, you know, show us what you're going to do to make it better, and without issuing the RFP now, which might send mixed messages. Obviously, if they don't perform, the hammer falls, and they're out. But again, it was -- it was driven by in better times and -- and still a commitment of this Commission that the private sector can do this a heck of a lot better than -- then certainly the County can. And -- and more importantly, when this firm was initially wooed, they were thought to be extremely good at what they did, and they ran into some hard times, and we're not -- at least I don't recommend throwing them out now. Make -- make the message clear that you expect performance and a change.

Chairman Liakakis said, Dave [Gellatly]?

Commissioner Gellatly said, I -- I -- I've received three calls on -- on this golf course, and one in particular that I got when I -- when I came in was from a well-known and highly respected retired executive in this city that would be well-known by everybody, and he -- he has in fact used this since it -- it was opened. He feels -- and I -- I say this -- this is someone that knows what's going on there, not just a wild opinion, and he feels like number one, it hasn't been marketed very well, and he feels -- also feels that the management is poor and that perhaps a change in management might be the thing to do. I don't know. Maybe we need to think about going back to square one. It might not be a bad thing.

County Manager Abolt said, well, never a bad thing. I would -- my suggestion is you fire a shot across the bow. You -- you -- you make this action contingent upon expectations that things are going to get better.

Commissioner Gellatly said, as long as it's defined and not just a --

Commissioner Stone said, and -- and that is -- that is part of my motion.

County Manager Abolt said, we'll make sure the motion in total will be transmitted to the operator of the golf course along with this action.

Commissioner Kicklighter said, Russ [Abolt], what measurement --

Chairman Liakakis said, wait a minute. Hold it.

Commissioner Kicklighter said, sorry.

Commissioner Farrell said, there's a -- there's a lot of growing season left, and -- and golf courses are mainly grass and how you mow them and how you maintain them. I'd suggest that we -- we -- we relook at the -- the quality of the course in six -- five to six months, and if there's not marked improvement that we consider other action because if you lower the lease price and let them know that we need, you know, better quality golf course going forward, and they're not able to produce it for whatever reason, and there's a lot of different reasons why some golf courses look a lot better than others, then perhaps that would be the time to re-evluate the --

Commissioner Stone said, I would include that --

County Manager Abolt said, you can -- you can (inaudible) it however you wish. I -- I just don't --

Commissioner Stone said, but I think that's a very valid point and I would -- I would include that in the motion.

Commissioner Thomas said, and I would accept it.

Chairman Liakakis said, Dean [Kicklighter]?

County Manager Abolt said, okay. Very -- very appropriate. I -- I think it would be precipitous to throw it out right now, but I think, you know, giving very specific directions is -- is most needed.

Commissioner Kicklighter said, nothing else for me.

Chairman Liakakis said, okay, then let's go on the board. Motion passes. And Russ [Abolt], it's going to be, you know, what was said, that they fully understand and let's have a conversation with them in addition to sending that particular information to them. Because --

Commissioner Stone said, and a time limit.

Chairman Liakikis said, -- if they don't follow through and do what they're supposed to do then that's it.

Commissioner Farrell said, well if staff could come back to us in five or six months --

Commissioner Stone said, -- right with the time limit.

Commissioner Farrell said, and give us, you know, what it looks like now and what it looks like then and then that would give us some basis of what to do going forward.

Commissioner Kicklighter said, I think pictures right now of certain areas of where the grass is really bad might be a good thing, and then have something to look at in six months too.

ACTION OF THE BOARD:

Commissioner Stone moved to approve an amended agreement with Club Group Limited of Savannah for Henderson Golf Club and approve an interim reduction of lease rates. Club Group Limited has six months to make improvements to the golf course to get it in playable condition. The Board will re-evalute the condition of the golf course in six months expecting improvement to the course. Commissioner Thomas seconded the motion and it carried unanimously. [NOTE: Commissioner Odell was not present for the vote.]

AGENDA ITEM: IX-2
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: Patrick Monahan, Asst. County Manager
Robert W. Drewry, Director, Public Works & Parks Services

ISSUE:
To amend the agreement with Club Group Limited (CGL) of Savannah for Henderson Golf Club and approve an interim reduction of lease rates because of declining revenues.

BACKGROUND:
Chatham County and CGL entered into an agreement, dated July 1, 2007, for the lease of Henderson Golf Club. By terms of the agreement, Chatham County leases the golf course to CGL, which paid $206,745 to acquire the depreciated value of equipment and carts, pays $4,000 monthly and allocates 3% of gross revenues to capital repairs and maintenance. CGL of Savannah could be found in default of the lease since the company owes 10 months in lease payments and reimbursement of insurance required by the lease.

FACTS AND FINDINGS:

1. CGL of Savannah could be found in default under terms of the lease since the company owes $42,258 through June 2011. Staff met with CGL representatives to discuss the County's recourse, options and any possible recovery plan.

2. CGL noted a 40% decline in business at Henderson Golf Club since execution of the lease and the general decline in leisure business such as golf with the downturn in the national economy (see Attachment 1). The company's net operating income fell to an all-time low of $106,000 in losses in 2010.

3. CGL has asked for relief from lease payments to allow recovery in business (see Attachment 2). CGL has reduced expenditures, including reduction in salaries and staffing and maintenance, to help offset operating losses, but company representatives contend that current lease obligations remain too onerous based on the economic downturn. In summary:
   - 3.1 The County would defer the $40,000 in lease payments until June 30, 2012, when the company would pay this amount in full.
   - 3.2 For the lease period July 1, 2011 through June 30, 2012, the County would agree to reduce lease payments from $4,000 to $1,000 per month and decrease the percentage of gross from revenues from 6% to 3% (by terms of the lease, the lessee pays an annual fee monthly or a percentage of gross revenues, whichever is greater).

4. Henderson Golf Club continues to provide community programs. Henderson serves as the home course of Savannah Junior Golf, provides discounts for participants in First Tee of Savannah, waives fees for First Tee of Savannah organizational events, and serves as the home course for two public high schools and a middle school, which receive fee waivers and golf range discounts. CGL also has exceeded its contractual obligation of 3% of gross revenues for capital repairs and maintenance.

FUNDING.
Approval of the CGL interim plan would require a reduction in General Fund M&O revenues for FY 11 and FY 12. FY 11 revenues would be deferred until June 30, 2012, and FY 11 and FY 12 budgeted revenues would be decreased $36,000 to $12,000 with a corresponding decrease to General Fund M&O Contingency.

ALTERNATIVES:

1. That the Board agree to amend the contract with CGL in accordance with its proposal as presented by letter (Attachment 2) and summarized in Facts & Findings 3.

2. That the Board find CGL of Savannah in default and unless CGL can cure the default by terms of the lease, the County would terminate the lease and file suit for payment. Should this occur, the County would need to take interim steps to issue a Request for Proposal for another lessee and negotiate an agreement with a new operator (2-3 months).

3. As with the Aquatic Center, the Board could opt to operate and maintain Henderson Golf Club, employ personnel and accept the risk of profit and/or loss. Following this alternative would mean Chatham County, besides staffing, would need to acquire all equipment, carts and inventory.

4. That the Board take other action, as it deems appropriate.

POLICY ANALYSIS:

Chatham County leased Henderson Golf Club to allow private enterprise to operate and maintain the golf course as a business. During the past few years the decline in leisure business would have likely resulted in the same net operating losses regardless of the private manner/lessee. An interim plan to provide some relief to the lessee ensure the golf course will continue to serve public recreation in golf and without undue financial burden on Chatham County.

RECOMMENDATION:

That the Board adopt Alternative 1.

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X. ACTION *CALENDAR*

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

Chairman Liakakis said, okay, Action Calendar. We have Items 1 through Item 12, and under 12, we have Items A through M. Are there any specific items that anybody would lke to hold out? Yes?

Commissioner Stone said, Mr. Chairman, I'd like some more information on 12-G.

Chairman Liakakis said, 12-G? Okay.

Commissioner Stone said, yes, as far as what the State -- I mean, I don't understand why the State is not paying for all of this.

Chairman Liakakis said, okay, we'll get to that --

Commissioner Stone said, I mean why -- why is this --

Chairman Liakakis said, -- as soon --

Commissioner Stone said, okay.

Chairman Liakakis said, -- as we vote on the other.

Commissioner Stone said, all right.

Chairman Liakakis said, we have a motion on the floor.

Commissioner Stone said, I'll -- I'll -- I'm sorry, I didn't know -- I don't think there was a motion. I'll make a motion to approve the balance of the Action Calendar with the Exception of 12-G.

Chairman Liakakis said, 12-G.

Commissioner Kicklighter said, second.

County Manager Abolt said, Mr. Chairman, may I just for the purpose of clarifying, perfecting the record, Item number 9, which is a Memorandum of Agreement regarding the Byrne Grant, you are approving that contingent upon the Chairman's satisfaction after he reviews the documents as to the appropriateness of the Grant application. The reason you're doing it now is -- is there's a deadline. It will be a problem if you don't do it today.

Chairman Liakakis said, okay. Have a motion on the floor and a second for the action calendar, holding out 12-G. All in favor, let's go on the board. Motion passes.

As to Item 12-G

Chairman Liakakis said, 12-G, Mr. Manager.

County Manager Abolt said, yes, I -- I will take the liberty of asking you to delay this till next meeting. My -- my expert on this, Mr. Monahan, is attending a funeral and could not be with us today. He is the person that deals with the lease requirements as well as the partnership with the State, so if it would be okay, would you just make a motion to table till your next meeting?

Commissioner Stone said, I'll make the motion to table then because I -- I really would like some more information as to why the State again is putting this on our backs.

Commissioner Thomas said, second.

Commissioner Farrell said, second.

Chairman Liakakis said, all right, let's go on the board. Motion passes.

ACTION OF THE BOARD:

a. Commissioner Stone moved to approve the action calendar, Items 1 through 12 and under Item 12, Items A through M, with the exception of Item 12-G. Commissioner Kicklighter seconded the motion and it carried unanimously.

b. Commissioner Stone moved to table Item 12-G, lease modification for one-time payment of tenant requested improvements to Lakeside Adolescent Center until the next meeting. Commissioners Thomas and Farrell seconded the motion and it carried unanimously. [NOTE: Commissioner Gellatly was not present for the vote.]

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[NOTE: ACTION OF THE BOARD IS SHOWN ON EACH ITEM AS THOUGH AN INDIVIDUAL MOTION WAS MADE THEREON.]

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1. APPROVAL OF THE MINUTES FOR THE REGULAR MEETING OF JUNE 24, 2011, AS MAILED.

ACTION OF THE BOARD:

Commissioner Stone moved to approve the minutes of the regular meeting of June 24, 2011, as mailed. Commissioner Kicklighter seconded the motion and it carried unanimously.

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2. CLAIMS VS. CHATHAM COUNTY FOR THE PERIOD JUNE 16, 2011 THROUGH JUNE 29, 2011.

ACTION OF THE BOARD:

Commissioner Stone moved to authorize the Finance Director to pay the claims against the County for the period June 16, 2011 through June 29, 2011, in the amount of $ 11,834,413. Commissioner Kicklighter seconded the motion and it carried unanimously.

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3. REQUEST BOARD APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES (DNR) AND A RESTRICTIVE COVENANT WITH THE STATE PROPERTIES COMMISSION (SPC), AND EXECUTE A QUITCLAIM TO THE STATE OF GEORGIA AS NECESSARY STEPS TO OBTAIN APPROVAL OF THE SALT CREEK MITIGATION BANK.

ACTION OF THE BOARD:

Commissioner Stone moved to approve an intergovernmental agreement with the Georgia Department of Natural Resources (DNR) and a restrictive covenant with the State Properties Commission (SPC), and execute a quitclaim to the State of Georgia as necessary steps to obtain approval of the Salt Creek Mitigation Bank. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-3
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R.E. Abolt, County Manager

FROM: Patrick Monahan, Asst. County Manager

ISSUE:
To approve an intergovernmental agreement with the Georgia Department of Natural Resources (DNR) and a restrictive covenant with the State Properties Commission (SPC), and execute a quitclaim to the State of Georgia as necessary steps to obtain approval of the Salt Creek Mitigation Bank.

BACKGROUND:
At the March 11, 2011 meeting, the Board gave conceptual approval to certain agreements with the State of Georgia which would be necessary for Chatham County to receive approval from the U.S. Army Corps of Engineers (USCOE) for the Salt Creek Mitigation Bank. Issues arose after Chatham County in December 2008 acquired a 106.73-acre tract of land, referred to as part of the Householder Tract, for purpose of obtaining a salt marsh banking instrument, known as the Salt Creek Mitigation Bank. Restoration and enhancement of the property provided the basis for a banking instrument through approval of the USCOE to provide 422 credits which would be applied to mitigate County projects that impact salt marsh. Key to the restoration was the removal of a dike on the property to return the natural and historic flow of salt water, which returned 98 acres of property to a salt marsh environment. Subsequent to this action, when Chatham County applied for concurrence by DNR, the Attorney General's office insisted on a claim ownership under the *Public Trust Doctrine of Law*, which exalts state ownership by common law to any properties subject to tidal ebb and flow and which become codified in Georgia through the Marshlands Protection Act and Executive Order.

FACTS AND FINDINGS:

1. As the first salt marsh mitigation bank in the State of Georgia, the project has encountered several hurdles for completion. For more than 1-1/2 years, County staff has attempted to clarify the property ownership issue with the State of Georgia. Despite that the acquired property had remained impounded for more than 170 years, and the County's removal of a dike allowed the natural flow of salt water, the State of Georgia claims ownership to all property subject to the ebb and flow of the tide. Meanwhile, the U.S. Army Corps of Engineers (Corps) would not approve the banking instrument without DNR's concurrence, which has strained the schedule on various completed and pending County projects which require salt marsh mitigation.

2. In an attempt to reach resolution, staff and the County Attorney's Office worked with the Attorney General's Office, State Properties Commission and the Georgia Department of Natural Resources on a solution. Through an intergovernmental agreement, the basis of the property ownership issue would not be resolved, but the agreement became a practical means to move forward. This solution would provide ample credits for county projects and reserve credits for future public projects. In exchange, the State of Georgia would become entitled to 25% of the credits for its public projects. Examples of state projects include Container Berth 8 at Georgia Ports Authority and the Back River Bridge replacement.

3. The key points of the agreements are:
   - 3.1 Chatham County agrees to quitclaim its interest in the marshland and upland to the State of Georgia. This does not prove troublesome since Chatham County acquired the property for the salt marsh credits, and ownership of the land would not be necesssary.
   - 3.2 Chatham County would be solely responsible to establish, operate, maintain, and manage the mitigation bank until it completes the monitoring requirements and the Corps approves them.
   - 3.3 The State of Georgia receives 25% of the credits (about 105 credits) as the USCOE releases them. Chatham County receives 316 credits.
   - 3.4 Chatham County and the State Properties Commission would execute a restrictive covenant, subject to the ACOE's approval, which limits use of the property for conservation purposes.

FUNDING:
Not applicable.

ALTERNATIVES:

1. That the Board approve the intergovernmental agreement and restrictive covenant and execution of the quitclaim deed based on "Facts & Findings."

2. That the Board seek clarification of ownership through title insurance since Chatham County received a Warranty Deed from a seller, JS&H, LLP.

POLICY ANALYSIS:
While the property ownership issue remains unresolved, the intergovernmental agreement and restrictive covenant will provide a means to achieve the county's goals of a salt marsh bank. The agreement means Chatham County receives only 75 cents on the dollar for its investment, since 25% of the credits will be provided to the State of Georgia, but the 316 credits for the County will provide several years of value. Regardless of ownership, the agreement also helps to ensure the property will be used as intended for conservation and preservation purposes in perpetuity.

RECOMMENDATION:
That the Board adopt Alternative 1.

A RESOLUTION TO CONFIRM APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF NATURAL RESOURCES AND CHATHAM COUNTY FOR A JOINT USE AGREEMENT RELATED TO A SALT MARSH WETLAND MITIGATION BANK

WHEREAS, the Attorney General's Office, the Georgia Department of Natural Resources, the State Properties Commission and the Chatham County Manager's Office and Chatham County Attorney's Office have worked on agreements to enable Chatham County to obtain approval from the U.S. Army Corps of Engineers for a salt marsh mitigation permit, known as the Salt Creek Mitigation Bank; and

WHEREAS, at its July 8, 2011 meeting, the Board of Commissioners of Chatham County, the governing board for Chatham County, a political subdivision of the State of Georgia, approved and entered into its minutes an intergovernmental agreement with the Georgia Department of Natural Resources to obligate each party's responsibilities for the Salt Creek Mitigation Bank,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Chatham County, as follows:

Section 1. The Board of Commissioners acknowledges Chatham County's responsibilities by the intergovernmental agreement and approves said agreement and the Declaration of Conservation Covenants and Restrictions and authorizes the execution of said documents by the Chairman and Clerk.

Section 2. The Board of Commissioners agrees in accordance with the intergovernmental agreement to execute a quitclaim deed to the property as described in the intergovernmental agreement.

_____
Pete Liakakis, Chairman

Attest:

_____
Janice Bocook, Clerk

No. _____ of 2 Executed
Original Counterparts
Counterpart of _____

STATE OF GEORGIA
COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES AND CHATHAM COUNTY COUNTY, GEORGIA (JOINT USE AGREEMENT)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") made by and between the **DEPARTMENT OF NATURAL RESOURCES** (the "Department"), an agency within the executive branch of the State of Georgia, and **CHATHAM COUNTY, GEORGIA**, a subdivision of the State of Georgia (the "County").

W I T N E S S E T H:

WHEREAS, the State of Georgia is the owner by presumption of law of certain tidal marshland located in the 7th Georgia Militia District of Chatham County, Georgia and regulated by the Department pursuant to the Coastal Marshlands Protection Act, O.C.G.A. § 12-5-280 *et. seq.* and the Governor's powers to regulate public property, O.C.G.A. § 50-16-61, being

(i) the tract identified as Lot 1 on a survey titled "The Northeastern Portion of the Householder Tract, prepared for the Chatham County Board of Commissioners, JS&H Enterprises, LLP" dated December 18, 2008 by surveyor Wright C. Powers, Jr. Georgia Registered Land Surveyor No. 2612 for Thomas and Hutton Engineering Company recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 40-S, Page 109-A, et seq. (the "Lot 1 Survey"); and

(ii) the tract identified as the Required Right-of-Way (Tract 2) (the "Weir Tract") on a survey titled "Acquisition Map, Quacco Canal, Drainage Improvements, for the Chatham County Board of Commissioners", prepared by Moreland Altobelli Associates, Inc., dated April 12, 2005 and last revised on May 20, 2005, and May 26, 2006, by surveyor Ronnie J. Joiner, Georgia Registered Land Surveyor No. 2488;

as collectively more particularly described in Exhibit "A" attached to this Agreement and incorporated by this reference (collectively referred to as the "Property"); and

WHEREAS, the County desires to establish, construct, operate, manage, maintain and monitor a salt marsh wetland mitigation bank on a portion of the property ("Mitigation Bank") in accordance with 33 C.F.R. 325 and 33 C.F.R. 332 and the compensatory mitigation rules and regulations of the U.S. Army Corps of Engineers ("USACE") (40 C.F.R. Part 332) and consistent with a mitigation banking instrument approved by the USACE, the credits from which will be used solely for mitigating the unavoidable impacts associated with the construction of public works projects in Chatham County, Georgia and has agreed to be responsible for any and all conditions, requirements, obligations, or aspects of the Mitigation Bank required under a mitigation banking instrument approved by the USACE and consented to by the Department dated _____, 2011 (the

"Banking Instrument"); and

WHEREAS, the County acquired a permanent drainage and access easement to the Quacco Canal, more particularly shown on the Lot 1 Survey as the Quacco Canal Chatham County Permanent Drainage and Access Easement (the "Quacco Canal Tract"), in 2006 and desires to retain a similar permanent drainage and access easement; and

WHEREAS, the County acquired fee simple right of way to the Weir Tract in 2006 and thereafter constructed a weir on the Weir Tract; and

WHEREAS, the County desires to retain a permanent weir maintenance and access easement to the Weir Tract; and

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the Department and the County may contract for any period not exceeding 50 years with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the parties are both authorized by law to establish, construct, operate, manage, maintain, and monitor mitigation banks; and

WHEREAS, the Board of Commissioner of Chatham County, Georgia adopted a resolution approving the execution of this Agreement by its Chairman on July 8, 2011.

NOW, THEREFORE, for and in consideration of the mutual benefit of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.
RECITALS

The above recitals are true and correct and incorporated into this Agreement by this reference.

2.
RIGHT OF ENTRY

For and in consideration of the terms and conditions set forth in this Agreement, the Department grants to the County and the County accepts from the Department a limited, non-transferable and non-exlusive license and right of entry during the term of this Agreement to occupy and use the Property solely for the purposes set forth in this Agreement.

3.
USE OF PROPERTY

3.1 The County shall have non-exclusive use of the Property for the sole purpose of establishing, constructing, operating, managing, maintaining and monitoring the Mitigation Bank on the Property.

3.2 The County shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the Property, the County shall immediately notify the Department and the site and the material shall be protected by both the County and the Department from further disturbance until a professional examination of the site and material can be made and/or until clearance to proceed is authorized by the Department.

4.
CONSIDERATION

4.1 For and as partial consideration for the use of the Property, the County agrees to: (i) comply with all the conditions and requirements of the Banking Instrument; and (ii) to keep each and every term and condition of this Agreement required to be kept by the County.

4.2 For and as partial consideration for the use of the Property, the County will convey to state agencies, commissions, boards, authorities, or instrumentalities of the state, identified by the Department twenty-five percent (25%) of the mitigation credits created by the operation of the Mitigation Bank as the credits are released by the USACE. The Department will work with the State Properties Commission to identify the state entities with the right to use the credits in a timely manner and notify the County when the credits should be assigned based on the release schedule approved by the USACE.

4.3 Additionally, to induce the Department to enter into this Agreement, simultaneously with the execution of this Agreement the County will execute and deliver to the State of Georgia a quit claim deed conveying any and all interest that it purports to have in the Property reserving only unto itself, with the consent of the State, a perpetual drainage and access easement to the Quacco Canal Tract and a perpetual weir maintenance and access easement to the Weir Tract.

5.
TERM

This Agreement shall be for a term of fifty (50) years commencing on the date the last party to this Agreement executes it and ending at 11:59 P.M., prevailing legal time in Atlanta, Georgia, on the day immediately preceding the fiftieth (50th) anniversary of the effective date.

6.
LIABILITY

As to liability arising out of the use of the Property by either party, each party shall rely upon its protection of constitutional sovereign immunity and statutory protections as to any claims and demands arising out of the use of the Property and any and all legal provisions regarding the sovereign immunity and/or official immunity of the County, its agents or employees.

7.
THE MITIGATION BANK

7.1 Upon commencing use of the Property, the County will undertake, at its sole cost and expense, in and on the Property such activities as it determines are necessary to comply with the requirements of the Banking Instrument and, during the term of this Agreement, the County shall comply with all laws, rules and regulations regarding the establishment, construction, operation, management, maintenance and monitoring of the Mitigation Bank.

7.2 The County shall be responsible to the Department and the USACE for establishing, constructing, operating, managing, maintaining and monitoring the Mitigation Bank on the Property. The County's obligations to maintain the Mitigation Bank in good order and repair shall include the obligation to maintain, service and replace (or remove and restore). All costs and expenses necessary for the establishment, construction, operation, management, maintenance and monitoring of the Mitigation Bank shall be the sole responsbility of the County. Upon termination of this Agreement, the County shall return the Property to the Department in a condition that complies with the Banking Instrument.

7.3 Destruction of or damage to the Property except by Act of God or nature, or any part thereof, in no way relieves the County from its duties and obligations under this Agreement or the Banking Instrument.

7.4 The State of Georgia, acting through its State Properties Commission, will place restrictive covenants on the Property in substantially the form of the specimen Restrictive Covenants attached to this Agreement as Exhibit "B" and incorporated by this reference.

8.
REPRESENTATIONS, COVENANTS AND WARRANTIES

8.1 The Department is making no representation or warranty whatsoever as to the title, the condition of or any other matter relating to the Property. The County has had putative possession of the Property. The County accepts the Property "as is" and acknowledges that the Property is suited for the use intended by the County as contemplated by this Agreement.

8.2 The County represents that it is presently in compliance with all applicable state, federal and local laws, rules, regulations, ordinances, codes and orders and covenants that it will remain in such compliance for the term of this Agreement.

8.3 The representations, covenants and warranties made in this Agreement will survive the expiration of this Agreement.

9.
ENCUMBRANCE

The County shall not have the right to encumber by mortgage, security deed, bond covenant, or any other means any of the Department's or the County's rights or interests created by this Agreement.

10.
ASSIGNMENT AND SUBLETTING

10.1 The County shall not assign this Agreement or any of its rights or interests in this Agreement without the prior written consent of the Department. An unauthorized assignment shall be void *ab initio.*

11.
DEFAULT BY COUNTY

If, through any cause, the County fails to fulfill in a timely and proper manner any of its obligations under this Agreement or if the County violates any of the covenants, agreements, or stipulations of this Agreement, or if any other event occurs which demonstrates a reasonable likelihood that the County is unable or unwilling to fulfill its obligations under this Agreement, the Department may give the County written notice of County's default, specifying the nature of the default. The County will have ninety (90) calendar days notice from the date of receipt of such notice to cure its default. If the County fails to cure the default within the ninety (90) day default period, the Department may, by a subsequent written notice to the County, take corrective action, the cost of which will be borne by the County.

12.
NOTICES

All notices required under this Agreement must be delivered to the receipent party addressed to its chief executive officer at its official address. For the purpose of this Agreement, the chief executive officer of the Department is the Commissioner and the chief executive officer of the County is _____. Either party may from time to time by notice to the other designate a different officer and address to which notices are to be sent. Notices must be personally delivered or delivered by an overnight service providing documentation of receipt and will be effective on the date of receipt.

13.
RELATIONSHIP OF PARTIES

13.1 The parties are not agents or employees of the other party. No party has authority to make any statements, representations or comments of any kind, or to take any action, that will be binding on the other party.

13.2 This Agreement is for the sole benefit of the parties and no third party is intended to have or will have any rights under or right to enforce this Agreement.

14.
GENERAL PROVISIONS

14.1 The brief headings or titles preceding each section are merely for the purpose of section identification, convenience and ease of reference, and will be completely disregarded in the construction of this Agreement.

14.2 Time is of the essence in this Agreement.

14.3 Each of the provisions of this Agreement will apply to, extend to, be binding upon and inure to the benefit or detriment of the Department and the County, to the successors and assigns of the Department, and to the extent that the Department has consented to an assignment of this Agreement, to the successors and assigns of the County.

14.4 A party's waiver of any breach of any provision of this Agreement must be in writing in order to be effective, and no such waiver will establish a course of performance between the parties contradictory to the terms of this Agreement.

14.5 All rights, powers and privileges conferred by this Agreement upon the Department of the County are cumulative, and not restrictive, of those given by law.

14.6 All provisions of this Agreement are severable, and the unenforceability, illegality or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. If a court of competent jurisdiction finds any provision of this Agreement to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid is favored over any interpretation that would render it invalid.

14.7 The parties fully negotiated this Agreement and, consequently, the Agreement will be interpreted fairly and consistently in accordance with its terms, and that court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more stricly 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.

14.8 This Agreement may be amended or modified only in writing signed by both parties.

14.9 This Agreement is made in Georgia and will be construed under, and interpreted and enforced in accordance with, the laws of the State of Georgia, without application of conflicts of law principles. The exclusive jurisdiction for contract actions against the Department is the Superior Court of Fulton County, Georgia pursuant to O.C.G.A. § 50-21-1.

14.10 This Agreement represents the entire understanding between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

14.11 This Agreement is executed in duplicate counterparts, each of which is an original of equal dignity with the other and each constitutes one and the same instrument as the other. The parties stipulate that a photostatic copy of an executed original will be admissible in evidence for all purposes in any proceeding as between the parties.

IN WITNESS WHEREOF, the parties executed this Agreement effective the day and year last below written.

DEPARTMENT OF NATURAL RESOURCES

By: _____
Mark Williams
Commissioner of Natural Resources

CHATHAM COUNTY, GEORGIA

By: _____
Pete Liakakis
Chairman

Attest: _____
Janice Bocook, Clerk

Approved as to form:

_____
R. Jonathan Hart
County Attorney

Return to:
Deputy Executive Director
State Properties Commission
47 Trinity Avenue, S.W., Suite G02
Atlanta, Georgia 30334

STATE OF GEORGIA
COUNTY OF CHATHAM

Cross reference to that certain _____ (deed) _____ (dated) _____ and recorded in Deed Book _____, Pages _____ (Name of County) County records. Enter the Grantor/Grantee recorded deed/s relevant to place this document in the chain of title.

DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS

THIS DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS (this "Declaration") is hereby made by the STATE OF GEORGIA, acting by and through the State Properties Commission, a governmental entity, (the undersigned "Declarant.") Declarant is the owner in fee simple of a certain tract or parcel of real property lying in 7th G.M.D., Chatham County, Georgia. This tract of land was conveyed on ___ _____ from (Grantor to Grantee) recorded in Deed Book ____, Page _____, Chatham County record and is also recorded in the real properties records of the State Properties Commission at _____ _____. Declarant comes now and, for good and valuable consideration, declares, conservation use restrictions on the propety hereinafter described. A legal description of the specific parcel or parcels of property subject to this Declaration is more particularly described in Exhibit "A" hereto attached and made a part hereof ("Property"). The Declaration hereinafter stated shall apply to Property described in Exhibit "A" and is by reference, incorporated herein for a description and for all other legal purposes.

PREMISES

WHEREAS, a banking authorizaion letter dated _____ was issued to Chatham County, Georgia ("Bank Sponsor") setting forth authorization for certain dredge and/or discharge of fill activities in waters of the United States, including wetlands and streams; and

WHEREAS, dredge and/or discharge of fill material in jurisdictional waters of the United States including wetlands and streams pursuant to the Clean Water Act ("CWA"), Section 404, and/or Rivers and Harbors Act ("RHA") of 1899, Section 10, requires compensatory mitigation and perpetual protection of mitigation property; and

WHEREAS, the Property was approved as a wetland and/or stream and streamside mitigation bank pursuant to the term and conditions of Bank Sponsor's banking instrument dated _____, attached hereto as Exhibit "B" and by this reference is made a part hereof ("Banking Instrument"). The purpose of the bank is to generate credits for use by the Bank Sponsor and Declarant as mitigation on permit actions where wetland impacts have been determined unavoidable after consideration of avoidance and minimization pursuant to Section 404, of the CWA or Section 10 of the RHA of 1899. Credits from the bank are used as mitigation in part or in whole on permit actions approved by the U.S. Army Corps of Engineers ("USACE"), The Banking Instrument sets forth the success criteria required and the determination of credit releases allowable. Bank Sponsor agrees to be responsible for certain restoration, enhancement, establishment and preservation of wetlands, or stream and streamside lands on the Property. Bank Sponsor will provide USACE with a report of the total amount of credits available for release, credits already released with prior issued permits, and the permit number associated with the credit release, until all credits have been released. The Property is to remain subject to this Declaration in perpetuity.

WHEREAS, the conservation functions and services of the Property are summarized and described in Exhibit "C", attached hereto and made a part hereof; and

WHEREAS, a dated platted survey with seal affixed by a Georgia registered surveyor of the bearings and distances and coordinate values of the boundary of the Property referenced as Exhibit A has been recorded in

the office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 40-S, Page 108-A, and Plat Record Book ____, Page _____ (collectively the "Survey"). The Survey approximately shows the actual or planned wetland, stream and buffer areas within the Property. The Property contains _____ acres in parcels of land with approximately _____ acres of wetlands and _____ linear feet of a (**select one or more if relevant; first, second or third order)** tributary with buffer. The Survey is made a part of this Declaration and is incorporated by reference; and

WHEREAS, Declarant pursuant to that certain intergovernmental agreement dated _____ ("IGA"), attached hereto as Exhibit "D" and by this reference is made a part hereof, authorized the Bank Sponsor to establish, operate and manage a mitigation bank on the Property and be responsible for all and any conditions, requirements, obligations, or aspects thereof; and

WHEREAS, pursuant to the IGA the BANK Sponsor will establish, operate and protect the Property until it can no longer be used for mitigation credits and thereafter the Declarant will provide perpetual protection; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by the Declarant, Bank Sponsor, and each and every subsequent owner and occupant of the real property, and as required mitigation for dredge and/or discharge of fill material in waters of the United States including wetlands and streams, Declarant hereby places certain restrictions on the Property exclusively for conservation purposes, in order that it shall remain substantially in its restored, enhanced, preserved, open, natural, and/or scenic condition, in perpetuity.

1.
Transfers, Amendments & Extinguishment

Declarant does hereby declare that all of the Property described hereinafter shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of the covenants, easements and affirmative obligations of this Declaration all of which shall run with the Property and will be binding on all persons, firms, associations, corporations or governmental entities having or hereinafter acquiring any right, title or interest in said Property, or any part thereof, their heirs, executors, administrators, successors and assigns. The terms and conditions of this Declaration shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the Property. It shall set forth the terms and conditions of this Declaration either by reference to this document and its recorded location or by attachment and incorporation by reference. The restrictive covenant ("Covenant") set forth in this Declaration shall not be amended or extinguished except by written approval of the USACE, or its successor in administration of the CWA or the RHA of 1899. Amendments to the Covenant for the purpose of proposing additional impact are not favored and will be considered only in rare circumstances following the USACE policy and procedures and where posted on the web. Should an amendment be accepted, mitigation required will be at a substantially higher ratio. Amendments shall be signed by the USACE and shall be recorded in the official records of the county in which the Property is located and in the records of the Georgia State Properties Commission.

2.
Property as Open and Common Area

The property is set aside for conservation use and shall be designated as an undeveloped lot, buffer, open and common area or greenway and will not now, nor in the future, be made part of any single lot or lots in a residential or mixed use subdivision or a subdivided commercial development, but rather the Property shall be held, maintained and managed pursuant to the IGA, by the Bank Sponsor, Declarant, developer, corporation, homeowner or business association as an open, common and undeveloped conservation area. There shall be no legal or de facto division, subdivision or partitioning of the protected Property used as mitigation unless approved by USACE and addressed in the permit or banking instrument.

3.
Prohibited Uses

Except as necessary (1) to carry out wetland/stream and/or buffer restoration, enhancement and/or establishment in keeping with the mitigation plan of the permit or banking instrument as approved by USACE; or, (2) to fence the Property to keep out livestock, domestic animals, trespassers, or for protection or enhancement of the Property; or, (3) to carry out management and maintenance of the Property as approved in writing by the USACE; the actions encompassed as prohibited by this Declaration shall include, but shall not be limited to the following:

A. Clearing, cutting or mowing;

B. Earthmoving, grading, removal of topsoil, cultivation, burning, filling or changes in the topograhy of the land in any manner;

C. Placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, or agricultural waste on the Property;

D. Draining, ditching, diking, dredging, channelizing, pumping, impounding, excavating;

E. Diverting or affecting the natural flow of surface or underground waters within, or out of the Property; manipulating or altering any natural water course, body of water or water circulation and any activities or uses detrimental to water qualify;

F. Mining, drilling;

G. Burning, systematically removing or cutting timber or otherwise destroying any vegetation. Upon approval from the USACE, selective prunning, unsafe trees or exotic nonnative vegetation may be removed in accordance with current scientific best managment practices as set out by the U.S. Forest Service or the Georgia Forestry Commission;

H. Spraying with biocides or use of herbicides or pollutants that violate water quality standards;

I. Introducing exotic species on the Property, altering the natural state of the wetlands or streams or causing erosion or sedimentation;

J. Grazing or use by domesticated animals such that animal waste enters soil and water;

K. Construction of any kind in the wetlands, streams, buffers or upland, whether temporary or permanent;

L. Use of off-road vehicles and use of motorized vehicles except on existing roadways is prohibited;

M. As permitted or approved in writing by USACE the Property may have:
(1) a narrow pedestrian walking trail in the uplands or upland buffer using pervious materials, (2) minimal structures and boardwalks for the observation of wildlife and wetland/stream ecology, (3) crops for wildlife or placement of temporary hunting stands in uplands;

N. Display of billboards, signs, or advertisements on or over the Property, except for the posting of no trespassing signs, temporary signs indicating the Property is for sale, signs identifying the trees, vegetation, wetlands or conservation values of the Property and/or signs identifying the owner of the Property;

O. Conservation and wildlife habitat management plans may be implemented by the Georgia Department of Natural Resources Wildfile Resource Division, US Forest Service, conservation land trusts holding conservation easements, or other conservation management entities where the habitat, wildlife or forest management does not result in any impacts to the wetlands/streams/riparian corridors and its buffers, or to Property protected for its historical, cultural and/or archeological value, and where the proposal would enhance the management of the Property for its conservation use.

4.
Easements

The Property is free and clear of any and all liens, loans, claims, restrictions, easements and encumbrances, except as otherwise identified in this document and its exhibits.

5.
Representations

Declarant represents that after reasonable investigation, and to the best of its knowledge:

A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

B. There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned;

C. The Property is in compliance with all federal, state and local laws, regulations and permits and there is no pending or threatened litigation in any way affecting, involving or relating to the Property and its use;

D. The Property is not land-locked and there is access to the protected Property by road, dedication of pathway or by an access easement.

6.
Affirmative Duties

A. Pursuant to the IGA, Declarant and Bank Sponsor will take action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property or that are otherwise inconsistent with this Declaration;

B. A management plan shall be developed by the Bank Sponsor and its successors, for management of the Property for its conservation duties. Bank Sponsor shall provide the necessary financial resources for the protection of the Property. Bank Sponsor shall take immediate action to cure violations of this Declaration.

7.
Exclusive Possession

Declarant, its successors and assigns, reserve all other rights accruing from its ownership of the Property and retained in the IGA, including but not limited to the exclusive possession of the Property, the right to transfer

or assign their interest in the same, the right to take action necessary to prevent erosion on the Property, to protect the Property from losing its conservation functions and services, or to protect public health or safety; and the right to use the Property in any manner not prohibited by this Declaration and the IGA which would not defeat or diminish the conservation purpose of this Declaration.

8.
Benefits to the General Public

It is expressly understood and agreed that this Declaration does not grant or convey to members of the general public, any rights of ownership, interest in, or use of the protected Property unless so designated by the Declarant for such purpose. Nonetheless, the Property has significant aesthetic and conservation value in its present or restored state as a predominately natural area which has not been subject to extensive development or exploitation. The protection of jurisdictional and non-jurisdictional waters of the United States, their buffers and uplands, floodplains, vegetation, scenic, open space, aquatic and wildlife habitat are considered of great importance to the well being of the general public and to all citizens of Georgia and are worthy of preservation and conservation.

9.
Enforcement

The USACE and/or the Environmental Protection Agency, or its successors, as third party beneficiaries hereof, are hereby specificaly granted the authority to enforce the provisions of this Declaration pursuant to the CWA, Section 404 and the RHA of 1899, Section 10, and implementing regulations. Appropriate remedy for violation of this section is contemplated to include, without limitation, injunctive relief to restrain such violation, restoration, administrative, civil or criminal penalties as well as any other remedy available under law or equity. However, no violation of this Declaration shall result in a forfeiture or reversion of title. It shall not be a defense, for purposes of this Declaration, that the conservation functions and services of the Property were impacted without the Bank Sponsor's knowledge or consent, or that the waters on the Property are deemed to be non-jurisdictional waters of the United States either by their function or by statute. The Property was offered and accepted as mitigation and is therefore subject to the contractual term of the permit/banking instrument, IGA, and this Declaration. Loss of conservation functions and services shall not be required to be replaced if damage is due to "acts of God" or natural occurrences as they generally referenced, so long as there has been completion of the mitigation requirements of the permit/banking instrument as to restoration, enhancement, establishment and monitoring.

10.
Right of Ingress and Egress

The USACE, and/or the Environmental Protection Agency, their assigned agents and contractors, shall at reasonable times and upon notice to the Bank Sponsor and Declarant, have a right of entry to inspect the Property in order to monitor and to ascertain whether there has been compliance with this Declaration. Posted signs declaring the Property to be mitigation property shall be posted by the Bank Sponsor in order to provide notice of the land use designation.

11.
Covenant Runs with the Land

This Declaration shall not terminate upon some fixed amount of time but shall run with the land in perpetuity both as to benefit and as to burden and, pursuant to the IGA, shall be enforceable against Declarant, Bank Sponsor, and all present and future owners, tenants and other holders of any interest in the Property. This Declaration is established for the purpose of preserving, enhancing and conserving wetlands and streams, non-jurisdictional wetlands and streams accepted as mitigation, buffers, uplands, open areas and the associated conservation values, services and functions. Furthermore, this Declaration carries out the statutory requirements of Section 404 of the CWA, Section 10 of the RHA and the implementing regulations.

12.
Intent of Clean Water Act

The intent of the CWA, Section 404 is to restore and maintain the chemical, physical and biological integrity of the Nation's water. The intent of this document is that the Property be perpetually protected as conservation lands.

13.
Written Notice of Legal Action against Property

Pursuant to the CWA the District Engineer, c/o Office of Counsel, United States Department of the Army, Corps of Engineers, Savannah District, Savannah, Georgia, shall be provided with a 60-day advance written notice of any legal action concerning this Declaration, or of any action to extinguish, void or modify this Declaration, in whole or in part. The Declaration is intended to survive foreclosure, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation and similar doctrines or judgments affecting the Property. A copy of this recorded document shall accompany said notice.

14.
Eminent Domain

It is the intent of the parties that this Declaration that the aquatic resources it protects shall not be altered

or impacted by eminent domain. However, if any or part of the protected Property is taken by exercise of the power of eminent domain, so as to terminate this Declaration, in whole or in part, USACE shall be given 60-day notification for the purpose of providing the condemnor and the court authorizing the action, with the value and cost of the consequential damages or the costs of replacement in kind of the ecological units and the conservation functions, services and values of CWA jurisdicational or non-jurisdictional mitigation on the Property. Subject to approval by the USACE, options for replacement of consequential environmental impacts due to eminent domain are governed by the CWA, Section 404 or the RHA of 1899, Section 10 and their implementing regulations. Options for payment of consequential damages to waters of the United States impacted by the eminent domain taking may include: (1) Re-recordation of the USACE model Declaration of Conservation Covenants and Restrictions on the Property signed by the new owner thereby preserving the existing waters of the U.S. and their buffers on the site without impact; (2) payment of funds sufficient for the acquisition of protection of alternative real property in the same hydrologic watershed providing equivalent conservation functions, service and values of wetlands, streams, creeks, shorelines, other waters of the U.S. and their buffers; (3) if available, the option to fund the purchase of conservation mitigation credits from an authorized wetland/stream mitigation bank sufficient to replace the conservation mitigation functions, services, and values of the wetlands, streams, creeks, shorelines, and other waters of the U.S. and their buffers; (4) payment of funds to an in-lieu fee mitigation wetlands/stream trust account provided by the USACE in an amount sufficient to purchase and protect alternative real property in the same hydrologic watershed that would provide the equivalent mitigation conservation functions, services and values, as the property impacted by eminent domain; or (5) any other alternative consequential damages aquatic conservation mitigation as may be approved by USACE in compliance with the regulations and requirements. Failure for the proponent to provide consequential damages through alternative mitigation due to impact to aquatic resources protected under the CWA associated with eminent domain shall be referred to the U.S. Justice Department for action.

15.
Removal to U.S. Federal District Court

The USACE reserves the right to recommend to the U.S. Department of Justice that the legal action as it relates to the CWA be removed to the United States Federal District Court in the district where the land lies.

16.
Recordation of Instrument

Declarant shall execute and record this instrument in timely fashion in the official records of the Office of the Clerk of Superior Court in the county in which this Property lies and shall provide the USACE with a copy of the recorded Declaration and exhibits. Declarant may re-record this instrument at any time as may be required to preserve its rights.

IN WITNESS WHEREOF Declarant and Bank Sponsor have duly executed this Declaration on this the _____, day of _____, 2011.

Sworn and subscribed
before me this _____ day
of _____, 2011.

_____
Witness

_____
Notary Public

DECLARANT:

STATE OF GEORGIA
acting by and through the
State Properties Commission

By: _____
Governor, as Chairman of the
State Properties Commission

Attest: _____
Executive Director
State Properties Commission

[SEAL]

Sworn and subscribed
before me this _____ day
of _____, 2011.

_____
Witness

_____
Notary Public

BANK SPONSOR:

CHATHAM COUNTY,
GEORGIA

By: _____
Chairman

Attest: _____
Clerk

[SEAL]

Approved as to form by
County Attorney

_____
County Attorney

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4. REQUEST BOARD DECLARE AS SURPLUS A VACANT PARCEL ADJOINING 2700 LOUISVILLE ROAD IN THE CITY OF SAVANNAH AND AUCTION THE COUNTY'S INTEREST IN THIS PROPERTY HELD BY TAX DEED. [District 8.]

ACTION OF THE BOARD:

Commissioner Stone moved to declare as surplus a vacant parcel adjoining 2700 Louisville Road in the City of Savannah and auction the county's interest in this property held by tax deed. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-4
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: Patrick Monahan, Asst. County Manager

ISSUE:
To declare as surplus a vacant parcel adjoining 2700 Louisville Road in the City of Savannah and auction the county's interest in this property held by tax deed.

BACKGROUND:
Chatham County has legal interest by tax deed (unpaid taxes) in a parcel at adjoining 2700 Louisville Road in the City of Savannah. While some legal question remains about the extent of Chatham County's legal interest in such properties, the Board has followed the following procedure:

1. Properly advertise the properties for sale in accordance with Georgia law, O.C.G.A. 36-9-3 (public bid after 15 day legal notice that describes properties).

2. Make the successful bidder responsible for paying all outstanding taxes, penalties and interest, which represents Chatham County's interest in the property.

3. Make the successful bidder responsible for obtaining marketable title.

FACTS AND FINDINGS:

1. The property of interest is a vacant lot in the City of Savannah with a legal description as "LOT 61 SUB of part of LOT 3 Weilville SUB," (PIN 2-0629-01-013). The property totals about 1,445 sq. ft.

2. The property would be difficult to develop because of its size; however, an adjoining property owner expressed interest in it.

3. The property previously went to tax sale on the steps of the Courthouse because of the default of the property owners of record to pay taxes. When no private bidder makes an offer on the outstanding tax value, Chatham County assumes its name on the tax deed (state law requires this action to prevent any conveyance of property without settlement of the tax lien). Many interested in property confuse a tax deed in Chatham County's name with the same rights as ownership.

4. Because Chatham County acquires legal interest through default of taxes, staff explains to any prospective buyers the problems that can arise with marketable title. Chatham County conveys its legal interest in the property by quitclaim. The quitclaim can be used as a route to gain ownership by filing a quiet title action. Staff explains to the holder of the quit claim deed the issues related to clearing title, which includes paying off all outstanding tax liability to Chatham County and the City of Savannah as well as possible lien holders.

FUNDING:
Funding is not applicable.

ALTERNATIVES:

1. Authorize staff to proceed with the disposition of the property as provided by Georgia law, including issuance of a quit claim.

2. Do not authorize staff to proceed with disposition of the property.

POLICY ANALYSIS:
Under Georgia law (O.C.G.A. 36-9-3), Chatham County must follow certain procedures in the disposition of public property. While recent amendments to this code section make this task easier, the law requires certain procedures to maintain the public's interest in property it owns. Returning these properties to private ownership achieves the county's goals of returning property to tax generating status and responsible maintenance.

RECOMMENDATION:
That the Board adopt Alternative 1.

District 8
prepared by: Tevin Thomas

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5. REQUEST BOARD APPROVAL TO AMEND THE INTERGOVERNMENTAL AGREEMENT FOR THE DISTRIBUTION OF SPECIAL PURPOSE SALES AND USE TAX PROCEEDS BY CHATHAM COUNTY TO THE CHATHAM COUNTY-SAVANNAH METROPOLITAN PLANNING COMMISSION (MPC) FOR THE PURPOSE OF ACQUIRING LIGHT DETECTION AND RANGING (LiDAR) DATA TO INCLUDE THE PURCHASE OF A STORAGE AREA NETWORK (SAN) AND CONTROLLER. [ALL DISTRICTS.]

ACTION OF THE BOARD:

Commissioner Stone moved to amend the Intergovernmental Agreement for the Distribution of Special Purpose Sales and Use Tax Proceeds by Chatham County to the Chatham County - Savannah Metropolitan Planning Commission (MPC) for the purpose of acquiring Light Detection and Ranging (LiDAR) data to include the purchase of a Storage Area Network (SAN) and controller. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-5
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: A. G. Bungard, P.E., County Engineer

ISSUE: To amend the Intergovernmental Agreement for the Distribution of Special Purpose Sales and Use Tax Proceeds by Chatham County to the Chatham County - Savannah Metropolitan Planning Commission (MPC) for the purpose of acquiring Light Detection and Ranging (LiDAR) data to include the purchase of a Storage Area Network (SAN) and controller.

BACKGROUND: The Board approved an agreement with the MPC on November 7, 2008 to acquire the LiDAR data. With the new additional data, it is necessary to expand the infrastructure to host and serve the LiDAR data. The LiDAR is a large data set and the current network infrastructure is inadequate to store and process the data.

FACTS AND FINDINGS:

1. The original agreement amount of $438,044. The MPC staff was able to negotiate a discount for a portion of the data. Currently, there is over $75,000 remaining on the original agreement amount. The new SAN and controller will cost $28,814 which is well within the original agreement amount.

2. The LiDAR data will be made available by the County and the MPC on SAGIS for use by the public.

ALTERNATIVES:

1. To amend the Intergovernmental Agreement for the Distribution of Special Purpose Sales and Use Tax Proceeds by Chatham County to the Chatham County - Savannah Metroplitan Planning Commission for the purpose of acquiring Light Detection and Ranging (LiDAR) data to include the purchase of a SAN and controller.

2. To not approve the Agreement.

FUNDING: No additional funding is required.

POLICY ANALYSIS: The Board must approve amendments to intergovernmental agreements.

RECOMMENDATION: To approve Alternative 1.

Districts: All

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6. REQUEST BOARD AUTHORIZE THE CHAIRMAN AND CLERK OF COMMISSION TO SIGN AND EXECUTE AN ACCESS EASEMENT AGREEMENT WITH SAM'S CLUB, ERIC S. ZORN, TRUSTEE, FOR THE QUEENSBURY DRAINAGE IMPROVEMENT

PROJECT.
[DISTRICT 1.]

ACTION OF THE BOARD:

Commissioner Stone moved the Board authorize the Chairman and Clerk of the Commission to sign and execute an Access Easement Agreement with Sam's Club, Eric S. Zorn, Trustee for the Queensbury Drainage Improvement project. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-6
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: A. G. Bungard, P.E., County Engineer

ISSUE: Request that the Board authorize the Chairman and Clerk of the Commission to sign and execute an Access Easement Agreement with Sam's Club, Eric S. Zorn, Trustee for the Queensbury Drainage Improvement project.

BACKGROUND: The Queensbury Drainage Improvement project is part of the 2003-2008 SPLOST Drainage Program. Problems being addresssed include inadequate drainage capacity caused by drainage infrastructure that is inadequately sized and not maintained due to lack of access. Specific areas affected include Remington Drive and Tara Court in Unincorporated Chatham County.

FACTS AND FINDINGS

1. Standing water is a common problem on residential streets and yards in the residential area abutting the eastern boundary of the Forest City Gun Club site. The problem typically exists for several days following rain events.

2. The County acquired an easement from the Gun Club which will be used to facilitate construction and operation of drainage improvements. The easement from Sam's Club will allow entry to the project site via Billings Road from Montgomery Cross Road.

3. The Board approved award of a construction contract with Griffin Construction, Inc. on June 10, 2011. Notice to proceed with the work is pending execution of the contract documents.

4. The easement agreement has been found to be legally sufficient by the County Attorney.

FUNDING: No funding is required by this agreement.

ALTERNATIVES:

1. To authorize the Chairman and the Clerk of the Commission to sign and execute an Access Easement Agreement with Sam's Club, Eric S. Zorn, Trustee for the Queensbury Drainage Improvement project.

2. That the Board not authorize the action.

POLICY ANALYSIS: It is Board policy to approve agreements between the County and corporate entities.

RECOMMENDATION: Staff recommends approval of Alternative #1.

District 1 Prepared by W. C. Uhl, P.E.

CHATHAM COUNTY
ACCESS EASEMENT AGREEMENT

Georgia, Chatham County

THIS ACCESS EASEMENT ("Easement") is entered into as of the _____ day of _____ 20___, by and between SAM'S CLUB, ERIC S. ZORN, TRUSTEE, A Delaware statutory trust with an address of 702 S.W. 8th Street, Bentonville, AR 72716 and with notices sent to 2001 SE 10th Street, Bentonville, AR 72716-0550, Attention: Realty Manager of Sam's Club ("Grantor"); and CHATHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia with an address of 124 Bull Street, Room 420, Savannah, GA 31401 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract or parcel of land situated in the County of Chatham, State of Georgia, identified as Parcel 2 on the easement plat attached hereto as Exhibit "A"; and

WHEREAS, Grantee proposes to implement certain stormwater drainage improvements for that portion of the Queensbury area that lies generally south of the Grantor's property with the Queensbury Drainage

Improvement Project; and

WHEREAS, Grantee has requested from Grantor, and Grantor is desirous of granting to Grantee, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across that portion of Parcel 2 identified as the Required 40 ft Permanent Access Easement on Exhibit "A" and more fully described on Exhibit "B" ("Access Easement").

NOW THEREFORE, in consideration of one dollar ($1.00) and other good and valuable consideration, Grantor does hereby grant to Grantee a non-exlusive easement for vehicular and pedestrian ingress and egress (but not parking) over and across said Easement Area for access to and from said stormwater drainage improvements within the easement area shown crosshatched on Exhibit "A" dated April 4, 2011, and on Exhibit "A-1" and more fully described on Exhibit "B", both of which are attached hereto and made a part hereof, subject to the following terms and conditions to which the parties hereto do hereby agree.

1. Grant of Easement and Use of Access Area. Grantor hereby grants to Grantee a non-exlusive easement for pedestrian and vehicular ingress and egress (but not parking) over and across the Easement Area. The ingress and egress rights granted hereby may be used non-exlusively by, and are limited to, Grantee, its employees and assigns. Nothing herein shall be construed to limit or restrict ingress or egress associated with Grantor's Tract or any part thereof. Grantor shall have the right, at Grantor's sole discretion and expense to relocate the Easement Area upon Grantor's property.

2. Damage to Easement Area, or Other Improvements. If, in the process of using the Easement Area, Grantee damages, breaks, destroys, or in any way impairs the Access Area, or any other improvements of Grantor, Grantor in its sole discretion, may require Grantee to either: (i) restore at Grantee's sole cost and expense the Access Area, or Grantor improvements, to their original quality and condition; or (ii) Grantor may restore the Access Area, or improvements, and invoice Grantee for Grantor's costs incurred restoring the damaged Access Area, or improvements; whereupon Grantee agrees to reimburse Grantor within thirty (30) days of receipt of an invoice for such expenses.

3. Relocation. Grantor reserves the right in its sole and absolute discretion to modify or relocate the Easement Area, solely at the Grantor's expense.

4. Duration. The agreements contained herein and the rights granted hereby shall run with the titles to Parcel 2 and the Access Area and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

5. Effective Date. This instrument shall become effective on the date first written above.

6. Headings. The headings of the paragraphs contained herein are intended for reference purpose only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

7. Counterparts. This document, and any modifications, may be executed in one or more counterparts, including by facsimile, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

8. Grantee acknowledges and agrees that the easement granted hereunder is subject to all terms, conditions, requirements and obligations set forth in the Addendum attached hereto as Exhibit "C" which exhibit is incorporated herein for all purpose (the "Addendum").

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day above written.

Signed, sealed and delivered
this ___ day of _____, 20__
in the presence of:

_____
Witness

_____
Notary Public

My Commission Expires _____

SAM'S CLUB, ERIC S. ZORN, TRUSTEE

BY: _____ (L.S.)
Title

Signed, sealed and delivered
this ___ day of _____, 20__
in the presence of:

_____
Witness

CHATHAM COUNTY BOARD OF COMMISSIONERS

BY: _____ (L.S.)
Pete Liakakis, Chairman

_____

ATTEST: _____ (L.S.)

Notary Public Clerk of Commission

My Commission Expires _____

Approved as to legal form

_____
R. Jonathan Hart
County Attorney

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7. REQUEST BOARD AUTHORIZE THE CHAIRMAN AND CLERK OF COMMISSION TO SIGN AND EXECUTE A THREE-PARTY EASEMENT LIMITED AGREEMENT (ELA) [WHICH INCLUDES A RESOLUTION] BETWEEN THE COUNTY, THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) AND GEORGIA POWER, AND A RELOCATION AGREEMENT WITH GEORGIA POWER FOR THE S.R. 307/DEAN FOREST ROAD WIDENING PROJECT FROM U.S. 17 TO I-16.
[DISTRICT 7.]

ACTION OF THE BOARD:

Commissioner Stone moved to authorize the Chairman and Clerk of the Commission to execute a three-party Easement Limited Agreement (ELA) [which includes a Resolution] between the County, the Georgia Department of Transportation (GDOT) and Georgia Power, and a Relocation Agreement with Georgia Power for the S.R. 307/Dean Forest Road widening project from U.S. 17 to I-16. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-7
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: A. G. Bungard, P.E., County Engineer

ISSUE: That the Board authorize the Chairman and Clerk of the Commission to execute a three-party Easement Limited Agreement (ELA) [which includes a Resolution] between the County, the Georgia Department of Transportation (GDOT) and Georgia Power, and a Relocation Agreement with Georgia Power for the S.R. 307/Dean Forest Road widening project from U.S. 17 to I-16.

BACKGROUND: Georgia Power's existing transmission facilities are currently located within a Georgia Power utility easement that adjoins the existing right of way of SR 307/Dean Forest Road. The project's right of way acquisition and construction will encroach on Georgia Power's existing utility easement and will require adjustment of some of their facilties that are in conflict with the project.

FACTS AND FINDINGS

1. Since Dean Forest Road is a State Route and since the County is acquiring the right of way and to construct the project, the ELA must be executed by all three parties. The ELA document acts as an acknowledgement of Georgia Power's prior easement rights which they relinquish to the County and GDOT in exchange for operating and maintaining their facilities within the road right of way.

2. The Relocation Agreement will facilitate the relocation of the transmission facilities owned by Georgia Power as required to construct the S.R. 307/Dean Forest Road widening project. The cost for relocation of the power lines is estimated to be $296,349.

ALTERNATIVES:

1. To authorize the Chairman and Clerk of the Commission to execute a three-party ELA with GDOT and Georgia Power and a Relocation Agreement with Georgia Power for the S.R. 307/Dean Forest Road widening project from U.S. 17 to I-16.

2. That the Board not authorize the action.

FUNDING: Funds are available in the 2003-2008 SPLOST, Dean Forest Road Widening (Fund 323, Department 4220, Account Code 53.12109, Project #32351056).

POLICY ANALYSIS: It is consistent with Board policy to approve agreements for SPLOST project construction.

RECOMMENDATION: That the Board approve Alternative No. 1.

District 7

3-PARTY UTILITY AGREEMENT
GDOT Contract ID No.: CSOOUUTL110471
EASEMENT LIMITED AGREEMENT

GEORGIA PROJECT: No. GDOT Project Number
GDOT AMPS#: 546163

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, Georgia Power Company, hereinafter called the COMPANY, second party and the County of Chatham, a political subdivision of the State of Georgia, hereinafter styled the COUNTY, party of the third part; and

WITNESS that:

WHEREAS, the COUNTY proposes under the above numbered project to widen State Route 307/Dean Forest Road in Chatham County, Georgia and

WHEREAS, the COMPANY has existing transmission facilities located upon or under the project from station 150+70 (left) to station 160+40 (left) and from station 160+40 (right) to station 170+90 (right) with portions of the facilities located upon a right-of-way or easement with rights to install, operate and maintain such facilities thereon; and

WHEREAS, the location of said right-of-way or easement is shown on the highway plans at said station limits for this project, a copy of said plans in pertinent part being attached hereto. The existing facilities presently contemplated are not in conflict with the highway construction; however, if they are later found to be in conflict, they will be relocated or adjusted, if necessary, to accommodate the proposed highway construction; and

WHEREAS, said construction being the location and improvement of said road and the COMPANY having its facilities presenty located upon an easement with rights to install, operate and maintain such facilities on the right-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the DEPARTMENT and the COMPANY desire to enter into an agreement relative to the encroachment of the highway project on the right-of-way or easement upon which the facilities are located.

NOW, THEREFORE, in consideration of Zero & No/100 Dollars ($0.00) in hand paid and other valuable considerations received by the COMPANY and further in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is hereby agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT will notify the COUNTY and COMPANY of the new project designation. Such change in project designation shall not affect any of the terms of this Agreement.

2. The COMPANY relinquishes and grants to the DEPARTMENTS all its existing property interests at the location shown on the attached highway plans and grants to the DEPARTMENT the right to operate and maintain the above referenced highway across the COMPANY'S right-of-way or easement under the terms and conditions as herein stated.

3. The COUNTY agrees to obtain all necessary rights from the owners of the lands crossed by the COMPANY'S rights-of-way or easement located within the limits of the required right-of-way acquired by the COUNTY on behalf of the DEPARTMENT.

4. The COMPANY agrees to relocate or adjust, existing COMPANY facilities if later found in conflict with the highway construction project contemplated herein. All costs incurred by the COMPANY related to such relocation or adjustment of its existing facilities shall be reimbursed through a separate agreement by the COUNTY in accordance with Federal and State laws. Comparable pre-existing ingress and egress to COMPANY property rights and facilities will be provided to the COMPANY at COUNTY expense. COMPANY retains fully adequate right of ingress and egress to COMPANY property rights and facilities over the property that is the subject of the highway construction project contemplated herein.

5. The COMPANY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the COMPANY'S facilities shall be in accord with the Utility Accommodation Policy and Standards Manual, current edition, issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the COMPANY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the required right-of-way.

6. The COUNTY will require its Contractor to abide by the attached Special Provision (marked

"Exhibit B") for the protection of the existing electrical transmission facilities owned and operated by the COMPANY within the imits of the required right-of-way. The attached Special Provision will be included and made a part of the contract between the COUNTY and its Contractor.

7. The COUNTY agrees to notify the COMPANY and the DEPARTMENT when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The COMPANY agrees to plan with the COUNTY'S Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the COMPANY will relocate or adjust its facilities, if necesary.

8. This Agreement contains the entire agreement of the parties hereto, and no representation, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provision of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____,
My Commission expires:

GEORGIA POWER COMPANY

BY:_____
TRANSMISSION VICE PRESIDENT

I attest to the genuiness of the COMPANY Seal and I further attest that the above named Officer is duly authorized to execute this document.

****
FEIN _____
****

ATTEST:

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

WITNESS AS TO THIRD PARTY:

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____,
My Commission expires:

CHATHAM COUNTY BOARD OF COMMISSIONERS

BY:_____
CHAIRMAN

I attest to the genuiness of the COMPANY Seal and I further attest that the above named Officer is duly authorized to execute this document.

****
FEIN _____
****

ATTEST:

BY: _____
COUNTY CLERK
(OFFICIAL SEAL)

RECOMMENDED:

BY: _____
STATE UTILITIES ENGINEER

PROJECT: No Project #
COUNTY: Chatham
GDOT AMPS #: 546163

ACCEPTED:
DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

Signed, sealed and delivered this _____
day of _____, 20_____.

DATE: May 05, 2011ah

(OFFICIAL SEAL OF THE DEPARTMENT)
I atteset that the seal imprinted herein is the Official Seal of the Department.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

RESOLUTION

STATE OF GEORGIA

CHATHAM COUNTY

BE IT RESOLVED by the Chairman of the Board of Commissioners of Chatham County, and it is hereby resolved, that the foregoing attached Agreement, relative to the adjustment of the electric transmission facilities along State Route 307/Dean Forest Road in Chatham County, be entered into the Board of Commissioners of Chatham County and that Pete Liakakis, as Board Chairman and Janice Bocook, as County Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Board of Commissioners of Chatham County.

Passed and adopted, this the _____ day of _____, 20_____.

ATTEST:

_____ BY: _____
COUNTY CLERK CHAIRMAN

STATE OF GEORGIA,

CHATHAM COUNTY

I, Janice Bocook, as Clerk of Chatham County, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Board of Commissioners of Chatham County.

WITNESS my hand and official signature, this the _____ day of _____, 20_____.

BY: _____
CLERK

RELOCATION AGREEMENT
CHATHAM COUNTY
SR 307/Dean Forest Road from US 17 to I-16

This **Relocation "Agreement"** is entered into as of the Effective Date shown on the signature page by **Georgia Power Company** ("**GPC**"); and **Chatham County, Georgia** ("**County**"). GPC and County (the "**Parties**") acknowledge the following:

- County propose to construct the SR 307/Dean Forest Road from US 17 to I-16 project as described in the above referenced documents (the "**Road Project**"); and

- GPC owns facilities that it uses in the transmission of electric power, which facilites are located in the path of the Road Project and which must be relocated or modified to accommodate completion of the Road Project; and

- County requested GPC to develop a plan and cost estimate for relocation of GPC's facilities in order to facilitate the Road Project.

In consideration of the mutual promises described here, the adequacy and sufficiency of which each Party acknowledges, the Partes agree as follows:

SECTION 1. THE RELOCATION

1.1 Proposal. GPC developed a plan for the requested relocation and estimated the total cost to complete the relocation or modification of GPC's facilities as necessary for the Road Project (the "**GPC Relocation**"). The location of GPC's existing facilities and the proposed new location of GPC's facilities are shown on the GPC plans previously provided to GDOT and the County. GPC's estimate for completing the GPC Relocation is attached and is incorporated into this Agreement as **Attachment "A"** (the "**Proposal**").

1.2 Proposal Acceptance. County has considered the Proposal and now requests that GPC complete the GPC Relocation as provided in this Agreement.

1.3 GPC Relocation Construction. GPC agrees to perform the GPC Relocation as described. GPC may, at its option, carry out the work with its own employees and personnel (at their normal, then-current compensation rates) or may subcontract with an independent contractor selected by GPC.

1.4 Prior Rights. The Parties agree that GPC acquired easement rights for its electrical facilities before initiation of the Road Project and that GPC will retain its priority with respect to the relocated GPC facilities. If it is necessary to relocate or adjust the relocated facilities on future highway construction and maintenance work, then the cost of the subsequent adjustment will be eligibile for reimbursement in the same manner as the initial adjustment expense covered by this agreement.

1.5 Traffic Control. GPC will make a reasonable effort to provide signing and other traffic control measures during GPC Relocation construction in accordance with PART VI of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

SECTION 2. PAYMENT

2.1 Relocation Expense. The Proposal details the planned scope of the GPC Relocation, with an estimated total cost of $296,349 for relocation of the transmission lines, of which 100% is the reimbursable portion to be paid by County. County agrees to reimburse GPC for 100% of the actual cost incurred, upon invoice from GPC (the "**Reimbursable Amount**").

2.2 Right-of-Way Expense. The cost estimate in the Proposal does include an amount for the expense of acquiring additional easements for rights-of-way, including without limitation, easements for lines, access, tree trimming, guy wires, anchors, and other devices, appliances, and facilities, and any other property rights necessary for the GPC Relocation construction or for GPC's operation or maintenance of its relocated facilities (the "**Right-of-Way Expense**"). The Parties agree that GPC must incur the Right-of-Way Expense in order to complete the Relocation Project.

2.3 Change Orders. County has no obligation to pay any Reimbursable Amount in excess of the estimated amount stated in Section 2.1 above, unless the Parties have agreed to a revised scope of work. Any scope change (whether by addition, modification, or deletion or for additional expense arising from an unforeseen concealed, or unknown condition) must be mutually agreed and documented in a written "**Change Order**" (sample form attached as **Attachment "B"**). A Change Order will detail the change in scope and the change (if any) in the Reimbursable Amount and must be signed by both Parties.

2.4 Invoices. GPC may submit to County interim invoices (monthly or quarterly) for the Reimbursable Amount for work completed by GPC as of the invoice date and since the date of any previous invoice. County will make payment within 30 days after receipt of the invoice. Upon final completion of the GPC Relocation, GPC will submit a final and complete invoice reflecting all Reimbursable Amounts.

SECTION 3. MISCELLANEOUS

3.1 Relocation Completion. County acknowledges that completion of the GPC Relocation depends on a range of complex seasonal, technical, permitting and public consideration, including the load demands and flow through the GPC electrical system. The Parties agree that GPC will, in its sole discretion, determine the method of GPC's Relocation and any technical issues associated therewith. The scheduling of GPC's relocation will be coordinated between the County, GDOT and GPC, acknowledging the considerations enumerated above. GPC will be the legal and equitable owner and operator of all lines, poles, structures, equipment, and easements acquired for the GPC Relocation.

3.2 Final and Complete Agreement. The obligations and covenants of this Agreement will accrue to the benefit of, and be binding upon, the successors and assigns of the Parties. The County acknowledges this Agreement shall be considered a proprietary function under Georgia law. This Agreement, including all documents attached or incorporated by reference, constitutes the entire understanding and agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all prior agreements, whether written or oral. No waiver, amendment, change, alteration or modification of this Agreement will be binding unless made in writing and signed by an authorized representative of each Party. The Parties agree that this Agreement will be governed by and construed under the laws of the State of Georgia.

IN WITNESS, each Party, acting through its authorized representative signing below, acknowledges that it has read the terms and conditions contained in this Agreement and that it understands and agrees to be bound by these provisions. The "**Effective Date**" is the date on which this Agreement is signed by the last Party to sign, as indicated below.

Chatham County

By: _____
Name: Pete Liakakis
Title: Chairman

Date: _____

Georgia Power Company

By: _____
Name: Michael B. Robinson
Title: Trans Planning & Operations GM

Date: _____

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8. REQUEST FOR TRANSFER OF BEER AND WINE LICENSE FOR 2011. PETITIONER: JEWEL L. WILKERSON, D/B/A PUBLIX SUPER MARKETS, INC., #521, LOCATED AT 4717 U.S. HIGHWAY 80 EAST, 31410. [DISTRICT 4.]

ACTION OF THE BOARD:

Commissioner Stone moved for a transfer of beer and wine retail license for 2011, Jewell L. Wilkerson d/b/a Publix Super Markets, Inc. #521, located at 4717 US Highway 80 East, Savannah, Georgia 31410. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-8
AGENDA DATE: July 8, 2011

TO: BOARD OF COMMISSIONERS

THROUGH: R. E. ABOLT, COUNTY MANAGER

FROM: GREGORI S. ANDERSON, DIRECTOR OF BUILDING SAFETY AND REGULATORY SERVICES
WILLIE LOVETT, CHIEF OF POLICE

ISSUE
Request for a transfer of beer and wine retail license for 2011, **Jewell L. Wilkerson d/b/a Publix Super Markets, Inc. #521**, located at **4717 US Highway 80 East, Savannah, Georgia 31410.**

BACKGROUND
Ms. Wilkerson requests approval of transfer of beer and wine retail license in connection with an existing grocery store. The business at this location meets the requirements of the Chatham County Alcoholic Beverage Ordinance. The license is being transferred from Kim Argenta to Jewel L. Wilkerson.

FACTS AND FINDINGS
1. The application was reviewed by the Police Department for compliance of the applicant and site distance for compliance and approved the facility.

2. The returned application was reviewed by Building Safety. The County Fire Marshal 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.

RECOMMENDATION
The Savannah-Chatham Metropolitan Police Department and Regulatory Services recommend approval.

District 4

We verify that the attached report and attachments are complete and correct as to form.

_____ _____
Gregori S. Anderson, CBO Chief Willie Lovett

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9. REQUEST BOARD APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SAVANNAH, CHATHAM COUNTY AND GARDEN CITY FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT.

ACTION OF THE BOARD:

Commissioner Stone moved for approval of a Memorandum of Agreement between the City of Savannah, Chatham County, and Garden City for the Edward Byrne Memorial Justice Assistance Grant. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-9
AGENDA DATE: July 8, 2011

INTER-OFFICE CORRESPONDENCE

TO: R. E. Abolt, County Manager

FROM: Willie C. Lovett, Chief of Police

DATE: July 6, 2011

SUBJECT: Staff Report for JAG Byrne Grant

Please accept SCMPD's petition for the County Commission to approve the SCMPD grant application for the annual JAG Byrne Grant. Because the grant application filing deadline is July 21, we request your special consideration and understanding to have this item placed on this Friday's agenda. The $143,512 in grant funding is needed by the SCMPD and the Garden City Police Department to enhance operations during these difficult budgetary times.

P. O. Box 8032 • Savannah, Georgia 31412 • 912-652-6500 • Fax 912-651-3645 • www.SCMPD.org

TO: BOARD OF COMMISSIONERS

THRU: R. E. ABOLT, COUNTY MANAGER

FROM: WILLIE C. LOVETT, CHIEF OF POLICE

ISSUE:

Approval for the Savannah-Chatham Metropolitan Plice Department application for the annual JAG Byrne Grant.

BACKGROUND:

This particular grant is formula based and is a direct result of the stimulus package signed into law by President Barack Obama. One significant thing about this program is that it requires a joint application from the previously mentioned governmental entities. This has to do with the term "disparate certification." A disparate allocation occurs "when a constituent unit of local government is scheduled to receive (based on the distribution formula) one and one half times more than another constiutent unit, while the other unit of local government bears more than 50% of the costs of prosecution or incarceration." Under the JAG program, joint applications for disparate jurisdictions are required. The City of Savannah will be the applicant and fiscal agent for the joint funds. All parties will adhere to rules indicated in a Memorandum of Understanding.

FACTS & FINDINGS:

The joint award for this grant is $143,516.00 based on the formula distribution. **No matching funds are required.** The formula for disbursement of the funds is as follows:

City of Savannah:	$126,886.00
City of Garden City:	$ 16,626.00

This grant application seeks to fund costs associated law enforcement uniforms, supplies and materials to enhance and maintain visibility in the performance of routine police operations.

ALTERNATIVES:

1) Approve the grant application.

2) Do not approve the grant application.

FUNDING:

No funds are required.

POLICY ANALYSIS:

Approval for previous DJO grants by the SCMPD has been granted by the Board of Commissioners.

RECOMMENDATIONS:

Approve the grant application.

MEMORANDUM OF AGREEMENT

AGREEMENT BETWEEN THE CITY OF SAVANNAH, CHATHAM COUNTY AND GARDEN CITY FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2011 LOCAL SOLICITATION CFDA# 16.738

THIS AGREEMENT is made and entered into by and among the CITY OF SAVANNAH acting through its Metropolitan Police Department hereinafter referred to as CITY, CHATHAM COUNTY and GARDEN CITY all acting by and through their Respective boards and councils, hereinafter referred to as SUBRECIPIENTS.

WHEREAS, the Byrne Memorial Justice Assistant Grant (JAG) Program, administered by the Bureau of Justice Assistance under the U.S. Department of Justice, provides funds to units of local government for the control and prevention of crime; and

WHEREAS, the CITY and SUBRECIPIENTS have been certified as disparate by the U.S. Department of Justice and are therefore required to submit a joint application for the aggregate of funds allocated to them; and

WHEREAS, the 2011 JAG Award allocates funds to the CITY and SUBRECIPIENTS as follows:

City of Savannah	$126,886
Garden City	$ 16,626

For an aggregate total of $143,512; and

WHEREAS, the CITY and SUBRECIPIENTS have agreed to maintain the above said allocation distribution; and

WHEREAS, in accordance with the 2011 JAG Program guidelines the CITY and SUBRECIPIENTS have further agreed to submit a joint application that allows for separate and distinct projects within each jurisdiction; and

WHEREAS, the CITY and SUBRECIPIENTS have mutually agreed that the CITY shall serve as the applicant and fiscal agent for the joint JAG application and award; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein,
The parties hereto agree as follows:

PART A - SPECIFIC PROVISIONS:
1. RESPONSIBILITIES OF CITY: CITY shall have the following responsibilities:

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a. CITY shall serve as applicant/fiscal agent for the joint JAG application and award.

b. CITY shall draw down the total JAG award in the amount of $143,512 and shall hold these funds in its investment fund. Upon proper request by SUBRECIPIENTS, CITY shall provide to SUBRECIPIENTS its portion of the award as detailed previously.

c. CITY, as the fiscal agent, shall submit all required reports to the JAG program office.

d. CITY shall provide monitoring of SUBRECIPIENTS compliance with all aspects of the grant including, but not limited to, financial and programmatic.

2. RESPONSIBILITIES OF SUBRECIPIENTS: SUBRECIPIENTS shall have the following responsibilities:

a. SUBRECIPIENTS shall adhere to and comply with all aspects of the JAG grant including pre-award and post-award requriements. These requirements include, but are not limited to: public notification, procurement procedures, documentation, asset tracking and internal controls.

b. SUBRECIPIENTS shall provide to CITY adequate documentation to substantiate costs for the JAG funded portions of this Program when seeking disbursement of allocated funds. Adequate documentation, at a minimum, shall include copies of cancelled checks, appropriate invoices, and information showing compliance with procurement requirements.

c. SUBRECIPIENTS shall prove to CITY all documentation requested by CITY for timely submission of required reports to the JAG program office.

d. SUBRECIPIENTS shall provide cooperation in all aspects and facets of subrecipient monitoring to be performed by CITY. Any and all requests by CITY will be performed by SUBRECIPIENTS in a timely manner and in the prescribed fashion.

e. SUBRECIPIENTS shall ensure that the JAG program be included in audits performed in accordance with OMB Circular A-133 (Audits of States, Local Governments and Non-profit Organizations) when required for SUBRECIPIENTS.

3. MUTUAL RESPONSIBILITIES: CITY and SUBRECIPIENTS shall both
Have the following responsbilities:

a. Each party shall be wholly responsbile for using their respective portion of the JAG award, as defined above, in accordance with the joint application.

b. Each party shall be wholly responsbile for managing and documenting use of their respective portion of the JAG award, as defined previously, in accordance with the provisions set forth in the JAG Program Solicitation document.

c. Any SUBRECIPIENT that received funds under this grant for costs which upon audit are disallowed shall be responsible for funding reimbursements that may be required by the U.S. Department of Justice.

4. INDEMNITY/LIABILITY: To the extent provided by law, CITY and SUBRECIPIENTS each respectively agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release each other from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves resulting from CITY or SUBRECIPIENT'S own respective negligence or willful misconduct arising out of or in connection with the performance of this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agent under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. MODIFICATION: This Agreement shall not be modified except in writing executed by all parties who sign the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year indicated below:

_____ Date: _____
City Manager (City of Savannah)

_____ Date: _____
City Manager (Garden City)

_____ Date: _____
Commission Chairman (Chatham County)

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10. REQUEST BOARD APPROVAL TO RENEW THE CONTRACT WITH THE BOARD OF REGENTS OF THE UNIVERSITY OF GEORGIA ON BEHALF OF THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION FOR 100% OF THE SALARY AND ASSOCIATED BENEFITS FOR CHATHAM COUNTY EXTENSION STAFF FROM JULY 1, 2001 - JUNE 30, 2012.

ACTION OF THE BOARD:

Commissioner Stone moved for approval to renew contract with the Board of Regents of the University System of Georgia on behalf of The University of Georgia Cooperative Extension. The contract is for one hundred percent of salary and associated benefits for Chatham County Cooperative Extension personnel from July 1, 2011 to June 30, 2012. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-10
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: Jacquelyn E. Ogden, Chatham County Extension Coordinator

ISSUE: Request Board approval to renew contract with the Board of Regents of the University System of Georgia on behalf of The University of Georgia Cooperative Extension. The contract is for one hundred percent of salary and associated benefits for Chatham County Cooperative Extension personnel from July 1, 2011 to June 30, 2012.

BACKGROUND: Renewal of existing contract for 2012.

FACTS AND FINDINGS: This request is made for continuation of services rendered by Chatham County cooperative Extension at 124 Bull Street, Savannah, GA.

ALTERNATIVES: 1. Confirm approval of contract. 2. Do not confirm approval of contract.

FUNDING: Chatham County 2012 budget -- Chatham Cooperative Extension (1009812) (52.39001).

POLICY ANALYSIS: This is a continuation of existing contract to maintain cooperative partnership with The University of Georgia and Chatham County Extension for delivery of Extension programs and services.

RECOMMENDATION: Approve Alternative 1.

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11. REQUEST BOARD APPROVAL TO RENEW THE CONTRACT WITH THE BOARD OF REGENTS UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION FOR 100% OF THE SALARIES AND ASSOCIATED BENEFITS FOR CHATHAM COUNTY EXTENSION STAFF AT THE CHATHAM COUNTY BAMBOO FARM & COASTAL GARDENS FROM JULY 1, 2011 - JUNE 30, 2011.

ACTION OF THE BOARD:

Commissioner Stone moved for approval to renew contract with the Board of Regents of the University System of Georgia on behalf of The University of Georgia Cooperative Extension. The contract is for one hundred percent of salary and associated benefits for Bamboo Farm and Coastal Gardens personnel from July 1, 2011 to June 30, 2012. Commissioner Kicklighter seconded the motion and it carried unanimously.

AGENDA ITEM: X-11
AGENDA DATE: July 8, 2011

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: Jacquelyn E. Ogden, Chatham County Extension Coordinator

ISSUE: Request Board approval to renew contract with the Board of Regents of the University System of Georgia on behalf of The University of Georgia Cooperative Extension. The contract is for one hundred percent of salary and associated benefits for Bamboo Farm and Coastal Gardens personnel from July 1, 2011 to June 30, 2012.

BACKGROUND: Renewal of existing contract for 2012.

FACTS AND FINDINGS: This request is made for continuation of services rendered by Bamboo Farm and Coastal Gardens at #2 Canebrake Road, Savannah, GA.

ALTERNATIVES: 1. Confirm approval of contract. 2. Do not confirm approval of contract.

FUNDING: Chatham County 2012 bugdet -- Bamboo Farm & Coastal Gardens (1009814) (52.39001).

POLICY ANALYSIS: This is a continuation of existing contract to maintain cooperative partnership with The University of Georgia and Bamboo Farms and Coastal Gardens for delivery of programs and services.

RECOMMENDATION: Approve Alternative 1.

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12. REQUEST BOARD APPROVAL TO AWARD BIDS AS FOLLOWS: (Please note that new purchase thresholds of $10,000 or more have been enacted; however, contracts and change orders of a lesser amount still will appear).

ACTION OF THE BOARD:

Commissioner Stone moved for approval to award bids as follows: (Please note that new purchase thresholds of

$10,000 or more have been enacted; however, contracts and change orders of a lesser amount still will appear.) Commissioner Kicklighter seconded the motion and it carried unanimously. [NOTE: Commissioners Shay and Odell were not present for the vote.]

ITEM	DEPT.	SOURCE	AMOUNT	FUNDING
A. Summary Change Order No. 2 to the contract for the paving of Billings Road for additional work	Engineering	Clifton Construction (WBE)	$2,703	SPLOST (2003-2008) - Unincorporated County Roads, Billings Road
B. Contract for special inspection services during construction of the new Public Works and Park Services building	Public Works and Park Services	Whitaker Laboratory	$10,359	SPLOST (2003-2008) - Public Works building
C. Renewal of property insurance for various Tybee Island locations	Finance	Mt. Hawley	$26,156	Risk Management Fund
D. Annual contract with automatic renewal options for four (4) additional one (1) year term to provide container trash collection service to various departments and agencies of the County	Facilities Maintenance and Operations	Republic Waste Services	$58,848	•General Fund/M & O - Various •SSD - Various •CIP - Various
E. Change Order No.1 to the design/engineering contract for the renovation of the Oglethorpe Building to include LEED services and added civil engineering	Special Projects	Lott+Barber	$122,670	SPLOST (2003-2008) - Courthouse Construction
F. Add to the task order list for clearing, demolition and real property services	Special Projects	Summerfield Savannah	Based on quotes for each job	•1999 DSA Series Bonds •2005 DSA Series Bonds •SPLOST (1993-1998) •SPLOST (1998-2003) •SPLOST (2003-2008) •SPLOST (2008-2014)
H. Additional electrical work on new Courthouse generator (install new panel and transformer)	Special Projects	All Electric (WBE)	$22,094	SPLOST (2003-2008) - Courthouse Construction
I. Amend contract with Pioneer Construction for acrylic inserts at Administrative Legislative Courthouse	Special Projects	Pioneer Construction (WBE)	N/A	EECGB Grant
J. Change Order No. 6 to the design services contract for Jimmy DeLoach Parkway, Phase II to implement Value Engineering study recommendations	Engineering	Thomas & Hutton	$259,640	SPLOST (1993-1998) - Jimmy DeLoach, Phase II

ITEM	DEPT.	SOURCE	AMOUNT	FUNDING
K. Execute an Easement Limited Agreement and a Relocation Agreement for the S.R. 307/ Dean Forest Road Widening project	Engineering	Georgia Power	$296,349	SPLOST (2003-2008) - Dean Forest Road Widening
L. Renewal of Workers' Compensation Excess Insurance	Finance	Safety National	$110,869	Risk Management Fund
M. Renewal of aviation, liability and ~~whole~~ ***hull*** coverage insurance	Mosquito Control	ACE/ Westchester	$39,515	Risk Management Fund

AGENDA ITEM: X-12

AGENDA DATE: July 8, 2011

TO: **BOARD OF COMMISSIONERS**

THRU: **R.E. ABOLT, COUNTY MANAGER**

FROM: **MICHAEL A. KAIGLER, ASSISTANT COUNTY MANAGER/ DIRECTOR OF HUMAN RESOURCES AND SERVICES**

SUBJECT: **AWARD OF BIDS**

ITEM A

ISSUE: Request Board approval of Summary Change Order No. 2, in the amount of $2,703, to the construction contract with Clifton Construction, Inc., a WBE firm, for the paving of Billings Road.

BACKGROUND: On 17 December 2010, the Board awarded a construction contract to Clifton Construction, Inc., for $66,180 to provide drainage, base and paving on Billings Road. A change order to add sidewalks was approved on 25 March 2011.

FACTS AND FINDINGS:

1. During the construction of the roadway, unmarked sewer laterals were damaged and required repairs. Sewer manholes were discovered which required adjustment to a final grade. The price for this work was $5,160. No additional contract time was required for the work.

2. Measurement of final quantities was performed upon substantial completion of the work. The summary change order adjusts the contract amount to reconcile measured in-place quantities in relation to the estimated line item quantities in the bid schedule. The net amount of under run was -$2,457.

3. The net amount needed to cover the unit price for sewer line adjustments and repairs minus the underrun of the original contract items is as follows:

Sewer Adjustments & Repairs	$5,160
Contract Item Under Run	- $2,457
	$2,703

4. Contract History:

Original Contract (12-17-10)	$ 66,180
Change Order No. 1 (3-25-11)	$ 12,042
Summary Change Order No. 2 (pending)	$ 2,703
Revised Contract Amount	$ 80,925

FUNDING: SPLOST (2003 - 2008) - Unincorporated County Roads, Billings Road (3234220 - 52.12003 - 32356427)

ALTERNATIVES:

1. Board approval of Summary Change Order No. 2, in the amount of $2,703, to the construction contract with Clifton Construction, Inc., a WBE firm, for the paving of Billings Road.

2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve change orders necessary for the completion of construction contracts.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
CHRIS MORRIS

ITEM B

ISSUE: Request Board approval to award a $10,359 contract to Whitaker Laboratory, Inc., for special inspection services during construction of the new Public Works and Park Services building.

BACKGROUND: On 29 April 2011, the Board awarded a contract to Pope Construction Company, Inc., to construct a new building for the Public Works and Park Services department. Building Safety and Regulatory Services will issue the building permit and provide building inspection services throughout the construction process. The building codes require "special inspections" in addition to the services typically provided by local building departments. Predominantly, these inspections are related to structural conditions. Typically these services are provided by a third party qualified inspection firm paid directly by the Owner. In this case, the Owner is Chatham County.

FACTS AND FINDINGS:

1. The County's design team for the new building, Barnard and Associates, advised staff that special inspection services will be required during the construction of the new Public Works and Park Services building.

2. Three (3) written quotes were solicited from local qualified inspection firms to provide the special inspection services. Two (2) proposals were received as follows:

Whitaker Laboratory, Inc. Savannah, GA	$10,359
ECS Southeast, LLC Savannah, GA	$12,005
WPC Savannah, GA	No Quote

3. Staff, along with Barnard and Associates, reviewed the proposal from Whitaker Laboratory, Inc., and believes their proposal to be fair and reasonable.

FUNDING: SPLOST (2003 - 2008) - Public Works Building
(3234980 - 52.12003 - 32360433)

ALTERNATIVES:

1. Board approval to award a $10,359 contract to Whitaker Laboratory, Inc., for special inspection services during construction of the new Public Works and Park Services building.

2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to award contracts to the low, responsive, responsible bidder.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
CHRIS MORRIS

ITEM C

ISSUE: Renewal of property insurance for various Tybee Island locations.

BACKGROUND: The Tybee Island Library, Pavilion, and various communication equipment located at Fort Street are considered higher risk than other County property due to their susceptibility to wind and wave damage. Based on the higher risk exposure, these properties are not eligible for coverage under the existing blanket property and contents policies.

FACTS AND FINDINGS:

1. The existing carrier, Mt. Hawley Insurance Company, is the only company that provided a quotation. Due to the high wind exposure, Westfield, Cincinnati, and Travelers Insurance Companies declined to provide a quotation.

2. Mt. Hawley's renewal quote was $3,120 less than last year, but increased the non-named, windstorm deductible from $5,000 to $25,000. With the exception of the deductible, all other coverage remains unchanged.

3. Terrorism coverage was quoted, but is not recommended. The probability of meeting all of the requirements that would 'trigger' coverage is remote.

4. Mt. Hawley is a non-admitted carrier and not subject to the State's Guaranty Fund, but does have an AM Best rating of A+ (Superior) with a financial size rating of X – or $500 to $750 million in policyholder surplus.

FUNDING: Risk Management Fund - Premiums Insurance and Surety Bonds
(6259922 - 52.31021)

ALTERNATIVES:

1. Accept renewal quotation without terrorism coverage – annual premium $26,156.

2. Cancel coverage and assume risk of loss.

3. Provide other direction to staff.

POLICY ANALYSIS: Total insurable values of $2,743,310 exceed the total net assets in the Catastrophic Claims Internal Services Fund as of June 30, 2010.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
ESTELLE BROWN

ITEM D

ISSUE: Request Board approval to award a $58,848 annual contract, with automatic renewal options for four (4) additional one (1) year terms, to Republic Waste Services of Savannah, to provide container trash collection service to various departments and agencies of Chatham County.

BACKGROUND: Chatham County currently has 26 locations that require weekly trash container disposal services.

FACTS AND FINDINGS:

1. The trash container size ranges from 2 to 8 yard capacity and one 6-yard trash compactor. The pick-up service of each location varies from site to site with each location having a weekly collection schedule. Chatham County does not have the equipment or personnel necessary to provide this service

2. The bid was properly advertised and publicly opened on 19 May 2011. Bid responses are as follows:

	Republic Waste Services Savannah, GA	$58,848/Year
	Atlantic Waste Services Pooler, GA	$69,798/Year
	Waste Pro Hardeeville, SC	$71,100/Year
	Waste Management Garden City, GA	$71,904/Year
*	ABC Waste of Savannah, Inc. Savannah, GA	$84,011/Year

*WBE

3. Staff reviewed and checked references of the lowest responsive bidder Republic Waste Services and believes their bid to be fair and reasonable. Republic Waste Services is the current contractor and has been providing waste services for Chatham County since 2004.

FUNDING: General Fund/M&O- Various
SSD- Various
CIP- Various

ALTERNATIVES:

1. Board approval to award a $58,848 annual contract, with automatic renewal options for four (4) additional

one (1) year terms, to Republic Waste Services of Savannah, to provide container trash collection service to various departments and agencies of Chatham County.

2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to award annual service contracts to the low, responsive, responsible bidder.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
READ DEHAVEN

ITEM E

ISSUE: Request Board approval of Change Order No.1, in the amount of $122,670, with Lott+Barber for design and engineering of the Chatham County Oglethorpe Building to meet LEED-Silver certification.

BACKGROUND: At the 18 December 2009 meeting, the Board awarded a design-engineering contract to Lott+Barber to renovate the Chatham County Oglethorpe Building at 222 West Oglethorpe Avenue (previously the Commerce Building). Work could not begin until most of the building became vacated. Subsequent to the award of the contract, the Board adopted a policy which all County construction projects of more than $100,000 needed to meet LEED-Silver (minimum) certification.

FACTS AND FINDINGS:

1. Lott+Barber presented a proposal for LEED services which totals $114,620. About half of the funding would be needed for energy modeling and commissioning, which would become subcontracts to Lott+Barber. Staff has reviewed the pricing and determined it remains reasonable based on the scope of work and in comparison as to the amount which other design firms budget.

2. In addition, plans now call for more extensive work to the exterior of the building, connections into existing utilities and the addition of an exterior awning along Jefferson Street. This added work requires civil engineering at a cost of $8,050. Staff has reviewed the pricing and determined it remains reasonable based on the scope of work.

3. Work is near completion on the design development, and construction drawings will be prepared in anticipation of the August 19, 2011 departure of the U.S. General Services Administration. Because of the demolition and conversion of the first floor parking area into office space, construction cannot begin until after all tenants vacate.

4. Contract history to date:

Original Contract Amount (12-18-09)	$220,250
Change Order No. 1 (pending)	$122,670 (LEED Services)
Revised Contract Amount	$342,920

FUNDING: SPLOST (2008 - 2014) - Courthouse Construction
(3244980 - 54.13011 - 32460427)

ALTERNATIVES:

1. Board approval of Change Order No.1, in the amount of $122,670, with Lott+Barber for design and engineering of the Chatham County Oglethorpe Building to meet LEED-Silver certification.

2. Board authorize staff to negotiate either the contract amount and/or scope of work.

3. Board take no action.

POLICY ANALYSIS: The Chatham County Purchasing Ordinance and Procedures Manual requires Board approval of change orders to contracts. In this instance, the change in scope of work becomes necessary to meet the Board's policy of LEED-Silver for construction of more than $100,000.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
TOM DRANE

ITEM F

ISSUE: Request Board approval to add Summerfield Savannah to the list of task order contracts for lot clearing and maintenance.

BACKGROUND: At the 25 June 2010 meeting, the Board approved task order contracts for lot clearing,

demolition and real property services on an as-needed basis. These include vacant properties acquired by tax deed as well as county properties not part of the scheduled maintenance list.

FACTS AND FINDINGS:

1. Task order contracts have proved successful in providing efficiency in obtaining needed services for various smaller purchasing contracts. This task order list would extend contracts to lot and property clearing, demolition and real property services.

2. Besides the contractors on the task order list, Summerfield Savannah would be added. It is a local, minority-owned company.

3. As with other task order contracts for this type of service, each task order would be limited to no more than $7,500 and the maximum a single company could be awarded would be $15,000 annually. Smaller jobs are rotated among the various companies, and quotes are received on larger jobs.

FUNDING: 1999 DSA Series Bond (various capital projects)
2005 DSA Series Bond (various capital projects)
SPLOST (1985-1993, 1993-1998, 1998-2003, 2003-2008, 2008-2014)
CIP
General Fund M&O - Various
SSD - Various

ALTERNATIVES:

1. Board approve adding Summerfield Savannah to the list of contractors qualified for task order for lot clearing, demolition and real property services. Previous limits of $7,500 and the maximum a single company could be awarded would be $15,000 annually.

2. Board require staff to seek bids based on individual projects.

3. Board take no action.

POLICY ANALYSIS: Georgia law and *The Chatham County Purchasing Ordinance and Procedures Manual* provide authority for the Board to award contracts.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
ESTELLE BROWN

ITEM H

ISSUE: Request Board approval to award a $22,094 contract to All Electric, a WBE firm, for upgrading the electrical panel and transformer to serve the new generator at the Courthouse on Montgomery Street.

BACKGROUND: As part of the Courthouse project, the generator needed to be relocated and replaced. The new location required an upgrade of electrical power and wiring for a water pump and fuel storage tank as well as new electrical panel and transformer.

FACTS AND FINDINGS:

1. All Electric remains one of two (2) electrical contractors on a quote list for work. All Electric previously provided most of the electrical work on the Courthouse basement renovation and generator project. At the 25 February 2011 meeting, the Board authorized All Electric to upgrade power for the generator as well as the switching gear for the generator.

2. All Electric, a WBE firm, provided a quote of $22,094. Staff considered this amount reasonable based on time and materials.

FUNDING: SPLOST (2008 - 2014) - Courthouse Construction
(3244980 - 54.13011 - 32460427)

ALTERNATIVES:

1. Board approval to award a $22,094 contract to All Electric, a WBE firm, for upgrading the electrical panel and transformer to serve the new generator at the Courthouse on Montgomery Street.

2. Board not award any contract for this work.

POLICY ANALYSIS: Georgia law and *The Chatham County Purchasing Ordinance and Procedures Manual* provide authority for the Board to award contracts.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
TOM DRANE

ITEM I

ISSUE: Request Board approval to amend the contract with Pioneer Construction, a WBE firm, for the Old Courthouse acrylic inserts to include provisions required by the federal Energy Efficiency and Conservation Block Grant (EECBG) program.

BACKGROUND: The Board awarded a contract to Pioneer Construction to install acrylic insert panels into all of the windows at the Administrative Legislative Courthouse. Because funding will be reimbursed by the Georgia Environmental Financing Authority through the EECBG program, the contract must include certain provisions required by the American Recovery and Reinvestment Act (ARRA).

FACTS AND FINDINGS:

1. Contract amendments will include specific requirements to include Davis-Bacon wages, conformance with Buy America provisions and general notation that the contract must meet ARRA requirements.

2. The contract amendment will not affect the amount nor time.

FUNDING: No additional funding required at this time

ALTERNATIVES:

1 Board approve the contract amendments as noted in Facts & Finding.

2. Board not amend the contract.

POLICY ANALYSIS: Georgia law and *The Chatham County Purchasing Ordinance and Procedures Manual* provide authority for the Board to award contracts, change orders and amendments.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
TOM DRANE

ITEM J

ISSUE: Request Board approval of Change Order No. 6, in the amount of $259,640, to the contract with Thomas & Hutton to implement Value Engineering (VE) study recommendations into the design of Jimmy DeLoach Parkway, Phase II.

BACKGROUND: The Board previously approved funding in the amount of $653,922 for professional design services with Thomas & Hutton for Jimmy DeLoach Parkway, Phase II. In accordance with the Georgia Department of Transportation's (GDOT) Plan Development Process, the GDOT did a VE study for the project. Implementing the recommendations from the VE study will decrease the construction cost of the project.

FACTS AND FINDINGS:

1. Implementing the recommendations from the VE study will require revisions to the Concept Plan ($22,765), Preliminary Plans ($211,800) and the Right of Way Plans ($25,075). The total cost of the contract amendment is $259,640.

2. The VE study recommended that the depressed median be reduced from 44' to 32', that the profile grade of the bridge over CSX be lowered and that single span bridges with MSE walled abutments be used at the CSX railroad crossing. The respective, estimated constructed cost savings are $610,045, $1,131,781 and $267,032, for a total savings of $2,008,858.

3. Contract History:

Original Contract (9/24/93)		$277,100
Change Order No. 1	Resurvey/relocate centerline and redelineate wetlands (8/22/95)	14,900
Change Order No. 2	Prepare EA for Federal Funding (9/6/96)	102,000
Change Order No. 3	Bridge hydraulic analysis/flood plain (5/28/99)	96,000
Change Order No. 4	Revisions to Ecology Report and EA (1/3/03)	16,500
Change Order No. 5	Revisions, updates and additions (9/22/06)	529,010
Change Order No. 6	Implement VE Study Recommendations (pending)	259,640
Revised contract amount		$1,295,150

FUNDING: SPLOST (1993 - 1998) - Jimmy DeLoach Phase II
(3214210 - 52.12003 - 32150793)

ALTERNATIVES:

1. Board approval of Change Order 6 in the amount of $259,640 to the contract Thomas & Hutton to implement Value Engineering (VE) study recommendations into the design of Jimmy DeLoach Parkway, Phase II.

2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve change orders resulting in cost savings in construction of the project.

RECOMMENDATION: Staff recommends the approval of Alternative 1.

BUDGET APPROVAL_____
ESTELLE BROWN

ITEM K

ISSUE: Request the Board for the authorization for the Chairman, County Attorney and Clerk of the Commission to sign all required documents to execute an Easement Limited Agreement (ELA) and a Relocation Agreement with Georgia Power for the S.R. 307/ Dean Forest Road widening project from U.S. 17 to I-16 and authorize the cost of $296,349 for the relocation of the power lines.

BACKGROUND: In the course of property acquisitions along the project corridor, it was discovered that Georgia Power owned a utility easement and held prior rights on multiple properties along Dean Forest Road. Some of the transmission facilities within the easement area are in conflict with the widening project. Georgia Power submitted plans and a cost estimate to the County for the relocation of these facilities.

FACTS AND FINDINGS:

1. The ELA will allow the County to acquire the required right of way to widen the road and allow Georgia Power to maintain their facilities within the newly acquired right of way. The ELA has been reviewed and approved by the County Attorney and staff.

2. The Relocation Agreement will facilitate the relocation of the transmission lines owned by Georgia Power as required to construct the S.R. 307/Dean Forest Road widening project. The cost for relocation of the power lines will be $296,349.

FUNDING: SPLOST (2003 - 2008) - Dean Forest Road Widening
(3234220 - 53.12109 - 32351056)

ALTERNATIVES:

1. Board authorizes the Chairman, County Attorney and Clerk of the Commission to sign all required documents to execute an Easement Limited Agreement (ELA) and a Relocation Agreement with Georgia Power for the S.R. 307/ Dean Forest Road widening project from U.S. 17 to I-16 and authorize the cost of $296,349 for the relocation of the power lines.

2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve agreements for SPLOST project construction.

RECOMMENDATION: Staff recommends the approval of Alternative1.

BUDGET APPROVAL_____
CHRIS MORRIS

ITEM L

ISSUE: Request Board approval of the $110,869 premium renewal of Workers' Compensation Excess Insurance for a one (1) year term, with Safety National for Risk Management in the Finance Department.

BACKGROUND: Since 1990 specific excess insurance has been purchased to fund medical and indemnity (lost wage) expenses that exceed an annual per claim retention of $500,000. The County self-funds Workers' Compensation with the assistance of a Third-Party Administrator, Underwriters Safety & Claims.

FACTS AND FINDINGS:

1. The current carrier, Safety National, is offering a renewal quotation with a $500,000 per claim retention (same as expiring), and an annual deposit premium of $110,869. A deposit premium is subject to audit.

2. The quotation for 2011-2012 represents a 7% increase over the current annual premium of $103,270. Safety National's adjustment is based on an increase in payroll for law enforcement (jail) and where 6 of 14 current claims are above $100,000. The addition of a third helicopter in Mosquito Control has also increased exposure.

3. Safety National will not limit coverage for Mosquito Control pilots – they will be covered as any other employee.

4. Four (4) other firms declined to provide a quotation.

5. No claim has exceeded the per claim retention since the County began purchasing excess workers compensation insurance in 1990.

FUNDING: Risk Management Internal Service Fund
(6259926 - 51.27008)

ALTERNATIVES:

1. Request Board approval of the $110,869 premium renewal of Workers' Compensation Excess Insurance for a one (1) year term, with Safety National for Risk Management in the Finance Department.

2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve annual Workers' Compensation Insurance premiums based on financial consideration and recommendation of staff.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL_____
ESTELLE BROWN

ITEM M

ISSUE: Request Board approval of the annual premium of $39,515 for renewal of Mosquito Control aircraft liability and hull (physical damage) insurance coverage from ACE (Westchester Fire Insurance Company) for a term of one (1) year beginning 11 July 2011.

BACKGROUND: Mosquito Control purchases liability and hull insurance to protect highly valued aircraft; the public; and non-employee passengers in the event of an accident. Mosquito Control insures three (3) helicopters and one (1) fixed-wing aircraft with replacement value of $1.975 million.

FACTS & FINDINGS:

1. The current carrier ACE/Westchester is offering a renewal quotation of $39,515, which includes a 'no claims bonus' of $5,500. The renewal premium results in an annual savings of $9,495 along with enhancements in coverage.

2. The reduction in annual premium is attributed, in part, to excellent aviation management.

3. Three (3) other carriers were contacted but two (2) declined and the other did offer a competitive quote, but lacks a proven track record in aviation.

4. War and Terrorism coverage were offered but declined.

FUNDING: Risk Management Internal Service Fund
(625-9922 - 52.31021)

ALTERNATIVES:

1. Request Board approval of the annual premium of $39,515 for renewal of Mosquito Control aircraft liability and hull (physical damage) insurance coverage from ACE (Westchester Fire Insurance Company) for a term of one (1) year beginning 11 July 2011.

2. Provide staff other direction.

POLICY ANALYSIS: The County has chosen to provide liability and hull coverage to protect highly valued assets.

RECOMMENDATION: Staff recommends approval of Alternative 1

BUDGET APPROVAL_____
ESTELLE BROWN

PREPARED BY _____
PURCHASING AGENT

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XI. 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 and 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.

Chairman Liakakis said, let's see now, First Readings.

1. **REQUEST BOARD APPROVE AN AMENDMENT TO THE E-911 CHARGES TO INCLUDE PREPAID WIRELESS SERVICE AT THE RETAIL POINT OF SALE, AMEND THE REVENUE ORDINANCE, AND AUTHORIZE THE CHAIRMAN TO SIGN THE RELATED RESOLUTION.**

Chairman Liakakis read this item into the record as the first reading.

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2. **TWO AMENDMENTS TO THE CHATHAM COUNTY HAZARDOUS MATERIAL (HAZMAT) ORDINANCE:**
   a. **CHAPTER 21, HEALTH SAFETY AND SANITATION, ARTICLE X, PAYMENT OF REGISTRATION FEE BY FACILITIES WITH HAZARDOUS SUBSTANCES, SECTION 21-1004.**
   b. **CHAPTER 21, HEALTH SAFETY AND SANITATION, ARTICLE VIII, REPORT OF SPILL OR RELEASE OF HAZARDOUS SUBSTANCES AND OIL, SECTION 21-801(2).**

Chairman Liakakis read this item into the record as the first reading.

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XII. SECOND READINGS

1. **ORDINANCE TO DESIGNATE PENNYWORTH ISLAND AS A LOCAL HISTORIC DISTRICT ON THE CHATHAM COUNTY REGISTER OF HISTORIC PLACES.**
   MPC FILE NO. DP20110328-12-1
   [DISTRICT 8.]

Chairman Liakakis said, now, Second Readings, one we have on for today, ordinance to designate Pennyworth Island as a Local Historic District on the Chatham County Register Historic Places. I need a motion on the floor.

Commissioner Odell said, move for approval.

Commissioner Stone said, so moved.

Chairman Liakakis said, okay, move for approval. All in favor go on the board.

Commissioner Shay said, thank you for your hard work.

Commissioner Stone said, yes.

Commissioner Shay said, it was a great job.

Commissioner Stone said, it really is.

Chairman Liakakis said, all right, Patrick [Shay], punch the button.

Commissioner Shay said, oh, the button.

Chairman Liakakis said, okay. Motion passes.

ACTION OF THE BOARD:

Commissioner Stone and Commissioner Odell moved to approve ordinance to designate Pennyworth Island as a Local Historic District on the Chatham County Register of Historic Places. The motion carried unanimously. [NOTE: Commissioner Gellatly was not present for the vote.]

~~AGENDA DATE: June 24, 2011~~
AGENDA ITEM: XII-1
AGENDA DATE: July 8, 2011

CHATHAM COUNTY ● SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 EAST STATE STREET, PO BOX 8246, SAVANNAH, GEORGIA 31412-8246 PHONE 912-651-1440 FACSIMILE 912-651-1480

THOMAS L. THOMSON, P.C., AICP
EXECUTIVE DIRECTOR

TO: **Board of Commissioners**

THRU: **R. E. Abolt, County Manager**

FROM: **Thomas L. Thomson, MPC Executive Director**

ISSUE:
Recommendation to designate Pennyworth Island as a Local Historic District on the Chatham County Register of Historic Places. MPC File No. DP20110328-12-1.

BACKGROUND:
In December 2009, Chatham County purchased Pennyworth Island, a 174.49 acre island located within the Back River portion of the Savannah River, northeast of Hutchinson Island and immediately west of the portion of the U.S. Highway 17A bridge between Hutchinson Island and South Carolina. The property, now known as the Pennyworth Island Preserve, was purchased with funds allocated through the Chatham County Greenspace Fund and was therefore set side as conservation land.

A nomnination for listing on the National Register of Historic Places was submitted in January 2011, after approval of the Board on December 17, 2011. Listing is pending a more intensive archaeological survey.

The Chatham County Historic Preservation Commission reviewed the ordinance on May 4, 2011 and unanimously recommended approval.

FACTS AND FINDINGS:

1. **Physical Description:** The site is composed of 169.66 acres of brackish tidal marsh and 4.83 acres of uplands. In addition, several dikes, built during the Island's tenure as a rice plantation, dissect the marsh. No buildings remain intact, although the ruins of several are still evident. Outlines of the rice fields are evidenced in the marsh, and overgrown rose bushes cover parts of the island.

2. **Significance:** Pennyworth Island is an excellent representation for 19th century rice culture that greatly contributed to the economic boom of Savannah at the time. The Island is signifcant as a cultural landscape as well as an archaeological site.

3. **History:** Pennyworth Island has seen no human use or occupation since the mid 1990s. Prior to that time the Island served as a rice plantation and seasonal residence for several of its prominent owners. In 1815, Nicholas Cruger, son of a prominent New York mercantile family, held the first recorded deed to the property. He created a series of embankments and canals to prepare the site for rice production and had a "Machine for bailing Rice" built for the plantation (ACOE 1994).

   In 1824, James Hamilton, Jr. purchased the Island from Cruger and continued rice production on the property. He became the first Savannah River rice plantation owner to purchase a steam powered rice mill and in the 1830s, he invited Calvin Emmons to test his invention, a threshing machine, on Pennyworth Island. In addition to his title as plantation owner, Hamilton was a prominent politician. He served as mayor of Charleston (1822), Congressional representative for South Carolina (1822-1829), governor of South Carolina (1830-1832), president of the bank of Charleston (1830s), and the European financial emissary for the newly-formed Republic of Texas (1830s). Unfortunately, in 1842 James Hamilton failed to meet the terms of a loan secured eight years earlier, was forced to use Pennyworth Island as collateral, and interests to the Island were subsequently sold during a sheriff's sale. In 1849, James Potter managed to acquire all or most of the interests in Pennyworth Island and continue rice cultivation on the property.

   Prior to the Civil War, Joe Manigault purchased the property and began residing on the Island. During the War, Manigault became Captain in the Signal Corps under General Robert E. Lee, while Pennyworth played an important role as an escape route for Confederate soldiers. In 1864, after General Sherman took Savannah, the Confederate Lieutenant General William J. Hardee

evacuated his troops through Hutchinson Island, over Pennyworth Island, and into South Carolina where they could no longer be captured by Sherman's men. To facilitate their escape, Hardee and his troops used planks from wharves on the Savannah riverfront to build a pontoon bridge to Pennyworth.

After the War, Manigault continued Pennyworth's rice production until 1894. During this time he also cultivated roses and by his death in 1911, he planted four acres of French hybrids on Pennyworth Island. The roses were said to come from Pierre Guillot, a proprietor in Orleans, France. Throughout the early 1900s, Manigault became known for his rose garden parties during which he would allow his guests to pick and take home bouquets of roses.

Since 1911, Pennyworth Island has remained largely intact and undisturbed. The Savannah District of the US Army Corps of Engineers (ACOE) conducted an archaeological survey of the Island in 1994 and found evidence of the Island's prominence as a rice plantation. The report of their findings described Pennyworth as "one of the best represented Savannah River rice plantations in the historical record" (ACOE 1994). The rice dikes constructed in the early 1800s remain, as well as remnants of the rice mill complex, wharves, rice trunks, sailing vessels, and a dock. During their survey, the ACOE also identified the site of the last owner's house and possible tenant cabins.

4. **Boundaries:** The boundaries of the proposed Pennyworth Island Historic Property follow the boundaries of the island itself.

5. The State Historic Preservation Office has reviewed the ordinance and supports the designation.

ALTERNATIVES:

1. Approve the ordinance to designate Pennyworth Island as a Historic District on the Chatham County Register of Historic Places.

2. Do not approve the ordinance to designate Pennyworth Island as a Historic District on the Chatham County Register of Historic Places.

FUNDING:
No funding required.

POLICY ANALYSIS:
The purpose and intent of the historic preservation ordinance is 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. Designating Pennyworth Island as a Historic District furthers the intent of the ordinance.

RECOMMENDATION:
The CCHPC recommends Approval of Alternative #1: Approve the ordinance to designate Pennyworth Island as a Historic District on the Chatham County Register of Historic Places.

District 8

PREPARED BY: Ellen I. Harris
Cultural Resource and Urban Planning Manager
June 16, 2011

CHATHAM COUNTY ● SAVANNAH
METROPOLITAN PLANNING COMMISSION
"Planning the Future -- Respecting the Past"

---------- M E M O R A N D U M ----------

DATE: June 16, 2 011

TO: CHATHAM COUNTY COMMISSION

FROM: CHATHAM COUNTY HISTORIC PRESERVATION COMMISSION

SUBJECT: Pennyworth Island Local Historic District

PETITION REFERENCED:
DP20110328-12-1

CCHCP ACTION: **Approval to designate Pennyworth Island as a local historic district.**

CCHCP STAFF RECOMMENDATION: **Approval to designate Pennyworth Island as a local historic district.**

MEMBERS PRESENT: 5 + CHAIRMAN

Vaughnette Goode-Walker, Chairman	Jane Feiler
Lisa White, Vice Chairman	Stephen Lindell
George Cohen	Pamela Lossing

VOTING FOR MOTION	VOTING AGAINST MOTION	*ABSENT OR ** FAILING TO VOTE
Vaughnette Goode-Walker		*E.G. Daves Rossell
Lisa White		
George Cohen		
Jane Feiler		
Stephen Lindell		
Pamela Lossing		

FOR APPROVAL: 6 FOR DENIAL: 0 ABSTAINING: 1

Respectfully submitted,

ELLEN I. HARRIS, LEED A.P.
Cultural Resource and Urban Planning Manager

ENACT

PENNYWORTH ISLAND
HISTORIC DISTRICT DESIGNATION ORDINANCE

AN ORDINANCE TO DESIGNATE A 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 PROPERTY, TO ESTABLISH DEVELOPMENT AND DESIGN STANDARDS, TO BE SHOWN ON THE OFFICIAL ZONING MAP OF THE COUNTY AND FOR OTHER PURPOSES.

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 establishing the Chatham County Historic Preservation Commission, the Commission has recommended to the Board of Commissioners the establishment of a historic district in Chatham County.

The Commission's recommendation to the Board of Commissioners for the designation comes after the Commission's conducting of a survey of the historic resources and a study of historic characteristics of the district recommended for designation, and after holding a public hearing on such designation.

The Chatham County Historic Preservation Commission has prepared a report setting forth the physical description of the proposed historic district; the name of the owner(s) of the designated district; a statement of the historical, cultural, architectural and/or aesthetic signficance of this area; a map showing the district boundaries; and representative photographs;

The Board of Commissioners upon consideration of the recommenation and report of the Chatham County Historic Preservation Commission find the proposed historic district is a site worthy of preservation by reason of being a place associated with an event and persons of historical and cultural significance to the County of Chatham, State of Georgia, and the region; and is a site of natural and aesthetic interest that is continuing to contribute to the cultural and historical development and heritage of the county, state, and region.

The Board of Commissioners hereby ordains as follows:

SECTION ONE
Purpose

In support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the 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; and

In accordance with the ordinance to establish a Historic Preservation Commission in the county; to provide for the designation of historic districts and properties; to provide for issuance of certificates of appropriateness; to provide for an appeals procedure; to repeal conflicting ordinances; and for other purposes.

The Board of Commissioners hereby declares it to be the purpose and intent of this ordinance to designate Pennyworth Island as a historic district as a place associated with an event or persons of historical and cultural significance to the County of Chatham, State of Georgia, and the region; and is a site of natural and aesthetic interest that is continuing to contribute to the cultural and historical development and heritage of the county, state, and region.

SECTION TWO
Designation of Historic District and Boundary Description

There is hereby created and designated in and for Chatham County the Pennyworth Island Historic District with boundaries following the existing parcel boundaries of PIN 1-0486-01-001.

SECTION THREE
List of Property Owner(s)

The owner of Pennyworth Island is the Chatham County Board of Commissioners.

SECTION FOUR
Historic District Boundaries on the Official Zoning Map

Upon designation, the Historic District shall be shown on the Official Zoning Map of the county and kept as a public record to provide notice of such designation.

SECTION FIVE
Certificate of Appropriateness

Upon the effective date of this Ordinance, no material change in the appearance of any structure, site, or object within the designated Historic District boundaries shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the Chatham County Historic Preservation Commission.

SECTION SIX
Standards and Guidelines

Pennyworth Island's significance is in its value as a cultural landscape and archaeological site. The most current adopted version of the following criteria shall be used to determine the appropriateness of alterations and new construction to the property:

(1) The Secretary of the Interior's Standards for the Treatment of Historic Properties;

(2) The Secretary of the Interior's Guidelines for the Treatment of Cultural Landscapes;

(3) Secretary of the Interior's Standards for Archeological Documentation;

(4) Secretary of the Interor's Guidelines for Archeological Documentation; and

(5) Pennyworth Island Preserve Management Plan adopted by Chatham County.

SECTION SEVEN
Applicability

(1) All material changes to the exterior appearance of any existing building, structure or cultural landscape feature shall be consistent with these guidelines and standards.

(2) All new construction, including accessory structures, signs, fences, and paving shall be consistent with these guidelines and standards.

SECTION EIGHT
Effective Date

This Ordinance shall become effective on the date of adoption.

THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners does hereby ordain, resolves, and enacts the foregoing Pennyworth Island Historic District Designation.

Adopted this _____ day of _____, 20 ____.

APPROVED:

CHATHAM COUNTY BOARD OF COMMISSIONERS

BY: _____

ATTEST:

_____
COUNTY CLERK

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XIII. INFORMATION ITEMS

Chairman Liakakis said, and in here you have your information that has been distributed to everybody and that is all there is right now for that. And -- let's see.

Commissioner Stone said, Mr. Chairman, may I ask a question?

Chairman Liakakis said, yes.

Commissioner Stone said, used to be the first of the month we got information on road projects, and I'm --

County Manager Abolt said, no, it's not. It's your next meeting. You just got them last meeting.

Commissioner Stone said, okay, 'cause I'm -- I'm sorry, then I got --

County Manager said, it's monthly. Roads and Drainage -- .

Commissioner Stone said, I thought it was the first, it's the second. Okay. I apologize.

1. PROGRESS REPORT ON GENERAL FUND CONTINGENCY ACCOUNT - M&O AND THE SPECIAL SERVICE DISTRICT (SEE ATTACHED).

ACTION OF THE BOARD:

A status report was attached as information.

==========

2. LIST OF PURCHASING ITEMS BETWEEN $2,500 AND $9,999 (*See Attached*).

AGENDA ITEM: XIII-2
AGENDA DATE: July 8, 2011

List of Purchasing Items between $2,500 and $9,999
That Do Not Require Board Approval

ITEM	DEPT.	SOURCE	AMOUNT	FUNDING
Appraisal work for 610 W. Oglethorpe Avenue (Greyhound Property)	Special Projects	Crisler & Associates, Inc.	$4,000	SPLOST (2003-2008) - CAT
12 desks, 6 returns, 3 furniture bridges	Magistrate Court	Trendway Corporation	$5,096	General Fund/M&O - Magistrate Court

==========

EXECUTIVE SESSION

Chairman Liakakis said, need a motion on the floor --

County Manager Abolt said, personnel, litigation, land acquisitions.

Chairman Liakakis said, and --

Commissioner Odell said, so moved.

Chairman Liakakis said, -- and personnel.

Commissioner Stone said, second.

Chairman Liakakis said, Let's go on the board. Motion passes.

ACTION OF THE BOARD:

Commissioner Odell moved to recess into Executive Session for personnel, litigation, and land acquisition matters. Commissioner Stone seconded the motion and it carried unanimously. The Board recessed at approximately 11:20 a.m. [NOTE: Commissioner Gellatly was not present for the vote.]

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ITEMS FROM EXECUTIVE SESSION

1. REQUEST BOARD APPROVE A MOTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE AN AFFIDAVIT THAT THE EXECUTIVE SESSION WAS HELD IN COMPLIANCE WITH THE OPEN MEETINGS ACT.

ACTION OF THE BOARD:

Motion was made Commissioner Shay to approve a motion to authorize the Chairman to execute an Affidavit that the Executive Session was held in compliance with the Open Meetings Act. The motion carried unanimously. [NOTE: Commissioner Kicklighter was not present.]

==========

2. SETTLEMENT OF APAC CASE (Stephenson Avenue)

ACTION OF THE BOARD:

Commissioner Odell moved to approve the settlement of the APAC case for the amount of $195,000.00. Commissioner Shay seconded the motion and it carried unanimously. [NOTE: Commissioner Kicklighter was not present.]

==========

3. SETTLEMENT OF EDDRIAN GREEN MCADAMS WORKERS' COMPENSATION CLAIM.

ACTION OF THE BOARD:

Commissioner Shay moved to approve the settlement of the workers' compensation claim of Eddrian Green McAdams in the amount of $500.00. Commissioner Odell seconded the motion and it carried unanimously.

==========

4. CORRECT THE RECORD FOR THE DOLLAR AMOUNTS ON THE HILL CONDEMNATION AND THE BOOK STORE CONDEMNATION.

ACTION OF THE BOARD:

Commissioner Odell moved to approve the correction of the record in regard to the settlements of the condemnations of Hall property and the book store property for the Truman Parkway Phase V. The book store condemnation amount is $172,500.00.

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APPOINTMENTS

1. CHATHAM COUNTY BOARD OF ASSESSORS

ACTION OF THE BOARD:

Commissioner Thomas moved to approve the reappointment of Tommy J. Boondry to serve on the Chatham County Board of Tax Assessors with a term to expire June 27, 2012, the motion was voted on and it carried unanimously. [NOTE: Commissioners Kicklighter was not present.]

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ADJOURNMENT

There being no further business to be brought before the Commissioners, the Chairman declared the meeting adjourned at 12:10 pm.

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APPROVED: THIS _____ DAY OF JULY, 2011.

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PETE LIAKAKIS, CHAIRMAN, BOARD OF COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

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JANICE E. BOCOOK, CLERK OF COMMISSION