

STATE OF GEORGIA

COUNTY OF CHATHAM

**MEMORANDUM OF UNDERSTANDING:
SAVANNAH’S WATERFRONT COMMUNITY IMPROVEMENT DISTRICT (SWCID) VISION PLAN**

THIS Memorandum of Understanding (“**MOU**”) is made and entered into effective as of the date last signed below, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**, a municipal corporation of the State of Georgia (“**City**”), and the Savannah’s Waterfront Community Improvement District (“**SWCID**” or the “**CID**”) created and existing pursuant to the constitutional and the statutory authority of the State of Georgia.

WITNESSETH

WHEREAS, ARTICLE IX, SECTION VII of the 1983 Constitution of the State of Georgia authorizes the General Assembly, by local law, to create or to provide for the creation of one or more community improvement districts; and

WHEREAS, pursuant to legislation enacted by the General Assembly as Senate Bill 640 approved April 5, 1994 (Ga. 3 L. 1994, p. 4931, as amended), the City of Savannah approved the creation of SWCID pursuant to constitutional and statutory authority; and

WHEREAS, pursuant to that certain Cooperation Agreement dated February 8, 2024 by and between the City and SWCID (the “**Cooperation Agreement**”), the City has authorized SWCID for the provision of those governmental services and facilities as permitted functions of CIDs in Georgia, as well as to encourage and promote the improvement and development of SWCID’s defined geographical area, to-wit:

1. Street and road construction and maintenance, including curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads.
2. Parks and recreational areas and facilities.
3. Storm water and sewage collection and disposal systems.
4. Development, storage, treatment, purification, and distribution of water.
5. Public transportation.
6. Terminal and dock facilities and parking facilities.
7. Such other services and facilities as may be provided under general law.

WHEREAS, the City may enter into one or more agreement(s) (“**Agreement(s)**”) with SWCID to govern the construction and/or implementation of specific projects (“**Project(s)**”) utilizing City Hotel Motel Tax Funds (“**Funds**”), which Agreements shall set forth the terms and conditions for the transfer of specific Funds for each such Project(s); and

WHEREAS, the City and SWCID believe that a memorandum of understanding outlining the procedures and expectations of both parties will expedite the implementation of each of the Projects and make more efficient use of the resources of both parties and of the Funds designated for each such Project; and

WHEREAS, the City and SWCID desire to set forth the terms for the Project commonly known as SWCID Vision and Implementation Plan (“**Vision Plan**”) with Phase 1 thereof being: Ironwork, Lighting, and Refuse Enclosure improvements (“**Vision Plan Phase 1**”) having a total budget of One Million Five Hundred Thousand Dollars (\$1,500,000).

NOW THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter, and for other good and valuable consideration, the parties hereto do agree as follows:

1. STATEMENT OF INTENT

The City and SWCID hereby agree that each Project funded by any portion of the Funds will be pursuant to a separate, Project-specific Agreement between the parties as to the Funds therefor. This MOU shall be the Agreement specific to the Project commonly known as the Vision Plan, but the provisions of Section 2, Section 3 and Section 4 are intended to, and shall, guide and govern the procedures by which all Projects will move through the City approval process unless the Project-specific Agreement contains express language to the contrary.

It is in the best interest of both parties that the procedures established through this MOU for the Project(s) be predictable, fair, consistent, understandable, and administered on a timely basis. Notwithstanding the foregoing, for future phases of the implementation of the Vision Plan, this MOU may be supplemented by subsequent amendments pursuant to Paragraph 9 herein, or by new Agreement(s) for such future phases.

2. SWCID RESPONSIBILTY

To the extent set forth in each Agreement, SWCID will be responsible for implementing design, permitting, construction management and construction for the Projects. SWCID shall lead the Projects to completion, including all facets of construction supervision and implementation. SWCID may enter into agreements with a general contractor, project manager, engineer, and one or more professional or technical consultants to perform its obligations, so long as the process used to enter into such agreements and the terms of such agreements are consistent with and permitted by applicable law.

3. CITY RESPONSIBILITY

The City shall perform its review and approval obligations in a timely manner pursuant to the terms of this MOU and any other Agreement(s). In addition, the City shall provide engineering support, project management support, and a construction ambassador to facilitate the successful completion of each Project at no extra charge to SWCID.

4. UNIFIED PROCEDURE

The following procedure shall be adhered to for each Project, including without limitation, Vision Plan Projects:

- a. The SWCID may utilize resources other than the Funds for completion of the Projects and may follow its own bid protocol to procure services funded with such resources other than the Funds.
- b. In recognition of SWCID being funded, in part, by SWCID tax dollars paid by non-exempt property owners within its defined geographical area, and because the SWCID will implement Projects to improve the City’s public infrastructure with its defined geographical area, and by virtue of approval by legislative authorization of this MOU and such future Agreement(s) as shall pertain to future Projects, the City agrees to waive all City permit fees for each Project, including without limitation, the Vision Plan.
- d. No later than the time the City approves Funds for a Project, the City Manager or his designee will appoint a Project Manager empowered to work in partnership with SWCID, and at no cost to SWCID, to coordinate and facilitate Project design and permitting approvals, prevent delays, resolve conflicting instructions from various City departments and staff which may occur, and issue an expedited final decision on any aspect of the Project. In the interest of efficiency and consistency, the City may, but shall not be obligated to, designate the same Project Manager to all Projects.

- d. So long as there is one contractor pulling the permit for a Project and the work is continuous, there will be only one permit per inspector per contract for such Project, regardless of whether there are multiple City DPW inspector regions impacted.
- e. Any Project(s) consisting of sidewalk repairs, ramp upgrades, traffic signal repairs, and/or re-paving, without additional aspects, will not require public meetings. Notwithstanding the foregoing, public meetings are required for Project(s) involving any change in usage of travel lanes or parking lanes, and for any other matter in which there is a legal requirement to hold a public meeting.
- f. The City shall promptly review and fully comment on all submissions of any type from the CID or its contractors, within twenty (20) days of each submittal at the latest, and any failure of the City to provide comments within such 20-day time period shall be deemed to constitute the City's approval of such submission.
- g. If the actual and projected costs of a Project exceed the total budget for such Project as provided in the MOU or Agreement therefor, SWCID, at its election may either (a) work collaboratively with the City to reduce the scope of the Project to stay within budget, or (b) SWCID and/or the City may identify additional or alternate funding sources to supplement the Funds as set forth in the MOU or Agreement for such Project, or (c) the Project may be suspended or terminated. For avoidance of doubt, neither SWCID nor the City is committed pursuant to this MOU to provide any specific funding for any Project other than Vision Plan Phase 1, but rather funding for such other Project(s) will be set forth in a separate Agreement therefor.
- h. Regarding Complete Streets Projects, all City departments involved in the approval process must participate together in a Concept Design meeting with the SWCID. The Concept Design will be reviewed by the City at 50%, 90%, and 100% of completion, with comments due to the CID promptly, within twenty (20) days of submittal at the latest, and any failure to submit comments within such timeframe being deemed approval thereof by the City. In the interest of clarity, all handwritten comments on submittal drawings shall also be consolidated, summarized, and tendered back to the SWCID in one type-written document within said twenty (20) days.
- i. The City will make available in a timely manner all records and documents required by SWCID to complete a Project.
- j. The City and SWCID will in each Agreement set forth the terms and conditions for the transfer of Funds between the City and SWCID or contractor for each Project.

5. VISION PLAN PHASE 1 SCOPE

The initial Project to be undertaken under this MOU shall be the Vision Plan Phase 1 improvements: Ironwork, Lighting, and Refuse Enclosure Projects, as more fully described in the Vision Plan. The total project budget for the Vision Plan Phase 1 improvements shall be One Million Five Hundred Thousand Dollars (\$1,500,000), inclusive of a fifteen percent (15%) contingency. The parties acknowledge that the allocation of the total budget among individual components of Vision Plan Phase 1 improvements may be adjusted as necessary to account for actual project conditions, provided that the total project budget is not exceeded without the prior written agreement of both parties.

6. VISION PLAN PHASE I FUNDING AND COST SHARE

- a. **Project Funding.** The total Vision Plan Phase 1 project budget shall be \$1,500,000 for the improvements and activities described in this MOU. The City shall provide ninety percent (90%) of the total Vision Plan Phase 1 project budget, not to exceed \$1,350,000. SWCID shall provide a ten percent (10%) local match equal to \$150,000.
- b. **Advance of Funds.** To facilitate timely completion of the Vision Plan Phase 1 improvements, the City shall advance the Project funds to SWCID in an amount not to exceed \$1,350,000, subject to the availability of funds and compliance with the terms of this MOU, within thirty (30) days of the effective date of this MOU. SWCID shall be responsible for providing its required local match of \$150,000 and shall document expenditures as part of the project accounting and reporting process.
- c. **Use of Funds.** All Funds provided under this MOU shall be used solely for the Vision Plan Phase 1 improvements generally described herein and more specifically described in the Vision Plan. Funds may not be used for any purpose unrelated to the Vision Plan Phase 1 improvements without prior written approval from the City.
- d. **Accounting and Reporting.** SWCID shall maintain substantially complete and accurate financial records related to the Vision Plan Phase 1 improvements and shall provide the City with quarterly progress and financial reports, due within thirty (30) days after the end of each calendar quarter, documenting Project expenditures overall and the expenditure of the Funds as well as the required local match. The City reserves the right to review and audit all records related to the Vision Plan Phase 1 upon reasonable advance notice to SWCID, but not more than once per calendar quarter unless the City reasonably believes there has been a misuse of Funds. SWCID shall provide the City with a copy of its annual audited financial statements within thirty (30) days of receipt from its auditor.
- e. **Copies of all disbursements shall be sent to the City's accounting office on at least a quarterly basis. This information should include copies of all paid invoices, draw requests, schedules of value and any other information documenting the disbursement of funds. Copies of all cancelled checks should be included as well. This information should be emailed to DMaxwell@savannahga.gov or sent to:**

City of Savannah
Attn: Finance Director
P. O. Box 1027
Savannah, GA 31402
- f. **Unexpended Funds.** Any Project Funds advanced by the City that are not expended for eligible Project costs shall be returned to the City within sixty (60) days of Project completion or termination of this MOU.

7. VISION PLAN PHASE I SCHEDULE

SWCID shall use commercially reasonable efforts to complete the Vision Plan Phase 1 within twelve (12) months of receipt of the initial advance of Funds from the City. The parties acknowledge that the schedule may be affected by factors beyond SWCID's control, including but not limited to permitting delays, unforeseen site conditions, weather events, and delays in City review or approvals. In the event of such

delays, the completion deadline shall be extended by a period equal to the duration of each such delay, and SWCID shall promptly notify the City in writing of any material delay and its anticipated impact on the Project schedule.

8. TERM

This MOU shall be effective as of the date last signed below and shall remain in effect until the Vision Plan Phase 1 has been completed and all obligations hereunder have been fulfilled, unless earlier terminated in writing by mutual agreement of the SWCID and City.

9. AMENDMENTS

This MOU may be amended only by a written instrument signed by both parties. The parties may enter into subsequent amendments to this MOU to incorporate additional phases of the Vision Plan or to modify the terms hereof as mutually agreed.

10. NOTICES

All notices, requests, demands, and other communications required or permitted under this MOU shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail (return receipt requested), or sent by nationally recognized overnight courier to the parties at the following addresses (or at such other address as either party may designate by written notice to the other in accordance with this Section 10):

To SWCID: Savannah's Waterfront Community Improvement District, Attn: Executive Director, Post Office Box 2173, Savannah, GA 31402

To City: Mayor and Aldermen of the City of Savannah, Attn: City Manager, Post Office Box 1027, Savannah, GA 31402

11. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles. Any legal action arising out of or related to this MOU shall be brought in the courts of competent jurisdiction in Chatham County, Georgia.

12. DISPUTE RESOLUTION

In the event of any dispute arising under this MOU, the parties shall first attempt to resolve the dispute through good faith negotiation between the Executive Director of SWCID and the City Manager or their respective designees. If the dispute is not resolved within thirty (30) days of written notice of the dispute, either party may pursue any remedies available at law or in equity, subject to Section 11 regarding venue.

13. MISCELLANEOUS

- a. Entire Agreement. This MOU, together with any exhibits and amendments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements relating thereto.

- b. Severability. If any provision of this MOU is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- c. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and does not create any rights in or obligations to any third party.
- d. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original upon delivery and all of which together shall constitute one and the same instrument.

{Signatures on following page}

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed the seals.

**SAVANNAH'S WATERFRONT COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
C. Ansley Williams, Vice-Chairman

Attest: _____
Todd Costin, Secretary

Date: _____

**MAYOR AND ALDERMEN OF THE CITY OF
SAVANNAH**

By: _____

Name: Joseph A. Melder

Title: City Manager

Date: _____