

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

VTAL REAL ESTATE, LLC)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. SPCV21-00789-CO
)	
v.)	
)	
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH)	
)	
)	
Defendants.)	

**JOINT MOTION AND SUPPORTING MEMORANDUM OF LAW FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, PRELIMINARY
CERTIFICATION OF SETTLEMENT CLASSES, APPROVAL OF NOTICE
PROGRAM AND TO SCHEDULE FINAL APPROVAL HEARING**

Pursuant to O.C.G.A. § 9-11-23, Named Plaintiff, VTAL Real Estate, LLC (hereinafter “Named Plaintiff”) individually and on behalf of all persons similarly situated and Defendant Mayor and Aldermen of the City of Savannah (the “City” or the “Defendant”) by and through their respective undersigned attorneys as identified below, file this Joint Motion and Supporting Memorandum of Law for Preliminary Approval of Class Action Settlement, Preliminary Certification of Settlement Classes, Approval of Notice Program and to Schedule Final Approval Hearing (the “Joint Motion”). The Parties request that the Court enter an Order (1) preliminarily approving the proposed settlement as set forth in the [Proposed] Consent Judgment on Aggregate Refund and Order (the “[Proposed] Consent Judgment”); (2) certify the proposed settlement classes; (3) designate Named Plaintiff as Class Representative; (4) designate Roberts Tate, LLC and Manly Shipley, LLP as Class Counsel; (5) approve the notice program; (6) approve certain forms to be used in the administration of the settlement; and (7) schedule the final approval

hearing. A copy of the executed [Proposed] Consent Judgment which memorializes the settlement by the Parties (the “Settlement”) is attached hereto as Exhibit (“Ex.”) “A”. In support of this Joint Motion, the Parties show the Court as follows:

I. OVERVIEW OF THE LAWSUIT AND PROPOSED SETTLEMENT

A. Factual Background

Named Plaintiff filed this class action lawsuit (the “Lawsuit”) on behalf of itself and all similarly situated Commercial or Residential Building Permit Applicants who were assessed and paid certain fees from July 30, 2016 to present. This Lawsuit is a refund class action for fees collected under the City of Savannah 2021 Revenue Ordinance, Article U (the “Utility Service Fees Ordinance”) and for refund under O.C.G.A. § 48-5-380 (the “Refund Statute”) for illegal taxes levied and collected under the Utility Service Fees Ordinance.¹ A copy of the Utility Service Fees Ordinance is attached as Exhibit “B”. Four (4) separate fees were assessed to Named Plaintiff based on its proposed work on its commercial building. These fees were alleged not to have been authorized by the plain language of the Utility Service Fees Ordinance. Additionally, these same four (4) fees as well as three (3) additional fees were assessed against certain prospective class members. Named Plaintiff alleged that to the extent that these fees are deemed taxes or license fees, assessing these fees amounts to levying an invalid tax or amounts to assessing an invalid license fee on Named Plaintiff and the prospective class members in violation of Georgia law.

Named Plaintiff operated von Trapp Animal Lodge which offers daycare, boarding and rehabilitation services for dogs and cats. Named Plaintiff desired to expand von Trapp Animal Lodge by approximately 1,500 square feet (the “Proposed Work”). Named Plaintiff submitted a

¹ All sections of the Utility Service Fees Ordinance quoted herein are taken from the City of Savannah 2021 Revenue Ordinance.

Water & Sewer Approval Form for Commercial Building Renovations to the City of Savannah Water & Sewer Planning & Engineering Department for the Proposed Work (the “Approval Form”). Named Plaintiff answered on the Approval Form that the building where the Proposed Work was taking place had an existing water meter and that the building will not require a new water meter.

The Approval Form provides that the fees “**must be paid prior to receiving Certificate of Occupancy/Certificate of Completion.**” See Exhibit “A” to the Fifth Amended Complaint (emphasis in original). “Exhibit 7” to the Approval Form entitled “Equivalent Residential Unit (ERU) Calculation” lists four (4) fees that were assessed to Named Plaintiff in order to receive approval for the Proposed Work and which had to be paid before Named Plaintiff received a Certificate of Occupancy/Certificate of Completion:

- (a) Water Tap-in Fees in the amount of \$354.00
- (b) Sewer Tap-in Fees in the amount of \$236.00
- (c) Reclaimed Water Fees in the amount of \$354.00
- (d) Treatment Plant Fees in the amount of \$1,347.50

The total fees assessed to Named Plaintiff was \$2,271.50 (in the City’s records, the Treatment Plant Fees collected were \$1,327.50 rather than \$1,347.50) which Named Plaintiff paid on or about June 2, 2021.

Three (3) additional fees listed on “Exhibit 7” were also assessed to certain of the prospective class members: Water Additional Fees; Sewer Area Additional Fees; and Sewer Site Additional Fees. Water Additional Fees, Sewer Area Additional Fees and Sewer Site Additional Fees were allegedly assessed against certain prospective class members despite the fact that the prospective class members were not new customers, had existing water meters and that the

proposed work by the prospective class members did not require connecting to the City's water and sewer system.

Finally, certain of the prospective class members were allegedly assessed and they are alleged to have paid Treatment Plant Fees for treatment plants other than the Crossroads Sewage Plant, Georgetown Plant, President Street Plant or the Travis Field Treatment Plant. Named Plaintiff contends that such Treatment Plant Fees were assessed despite there being no authority for the fees in the Utility Service Fees Ordinance.

Water Tap-in Fees

The Utility Service Fees Ordinance provides for a Water Tap-in Fee to "be paid to the Revenue Department prior to the connection of any service line to the City's water system according to the following schedule (a) Inside City: \$600.00 per residential unit, or equivalent residential unit, or any fraction thereof ...". Ex. B, Utility Service Fees Ordinance, §4(D)(1) (emphasis supplied). Regarding applicability of the Water Tap-in Fee, the Utility Service Fees Ordinance provides that the Water Tap-in Fee "shall be charged for any water meter service application submitted to the City on or after July 1, 1995." Id. at §4(D)(3) (emphasis supplied).

Named Plaintiff's Proposed Work did not purport to include "the connection of any service line to the City's water system" as set forth in the Utility Service Fees Ordinance at §4(D)(1). Stated differently, Named Plaintiff alleged that it did not, nor was it required to submit, a water meter service application as Named Plaintiff already had a water meter. Named Plaintiff contends that under the plain language of the Utility Service Fees Ordinance at §4(D)(3), a Water Tap-In Fee may only be required where a water meter service application is submitted. Nevertheless, Named Plaintiff was assessed and paid to the City a Water Tap-in Fee in the amount of \$354.00 for Named Plaintiff's Proposed Work.

Named Plaintiff contends that there is no provision in the Utility Service Fees Ordinance that allows the City to assess and collect Water Tap-in Fees where a water service meter application was not submitted.

Sewer Tap-in Fees

The Utility Service Fees Ordinance provides for a Sewer Tap-in Fee to “be paid to the Revenue Department *prior to the issuance of a permit to connect to a sanitary sewer line*. The tap-in fee shall be based on residential unit or equivalent residential unit, or any fraction thereof.” The sewer tap-in rate for inside the City shall be “\$400.00 per residential unit, or equivalent residential unit, or any fraction thereof.” *Id.* at §4(E)(1), (2)(a) (emphasis supplied).

Named Plaintiff contends that the Proposed Work did not require “the issuance of a permit to connect to a sanitary sewer line” as set forth in the Utility Service Fees Ordinance at §4(E)(1) as a permit to connect to the sanitary sewer line already existed. Furthermore, as part of Named Plaintiff’s Proposed Work, no request for a permit to connect a sanitary sewer line was submitted by Named Plaintiff. Nevertheless, Named Plaintiff was assessed and paid to the City a Sewer Tap-in Fee in the amount of \$236.00 for Named Plaintiff’s Proposed Work.

Named Plaintiff contends that there is no provision in the Utility Service Fees Ordinance that allows the City to assess and collect Sewer Tap-in Fees when a permit to connect to the sewer line was not issued.

Reclaimed Water Fees

The Utility Service Fees Ordinance provides for a Reclaimed Water Project Connection Fee “for funding reclaimed water projects ...[to] be paid to the Revenue Department *prior to the connection of any new service line to the City’s water and/or sewer system*. The fee shall be computed at the rate of \$600.00 per residential unit, or equivalent residential unit, or any fraction

thereof.” Id. at §4(F)(1) (emphasis supplied). Regarding applicability of the Reclaimed Water Project Connection Fee, the Utility Service Fees Ordinance provides that “[t]he Reclaimed Water Project Connection Fee shall be charged for any water meter service application submitted to the City on or after January 1, 2010.” Id. at §4(F)(3) (emphasis supplied).

Named Plaintiff did not, nor does Named Plaintiff contend that it was required to, submit a water meter service application in order to complete its Proposed Work as set forth in the Utility Service Fees Ordinance at §4(F)(1). Nevertheless, Named Plaintiff was assessed and paid to the City Reclaimed Water Fees in the amount of \$354.00 for Named Plaintiff’s Proposed Work.

Named Plaintiff contends there is no provision in the Utility Service Fees Ordinance that allows the City to assess and collect Reclaimed Water Fees when commercial or residential building work is performed where a water meter application was not submitted.

Water Additional Fees, Sewer Area Additional Fees and Sewer Site Additional Fees

The Utility Service Fees Ordinance provides for Water and Sewer Additional Connection Fees and states that “[a]ll new customers connecting to the City’s water or sewer system within a service area for which an additional connection fee has been established shall pay such fee prior to connecting to the water or sewer system.” Id. at §5(A) (emphasis supplied). Under Section 5 of the Utility Service Fees Ordinance “[t]he additional connection fee shall be based on a residential unit, or equivalent residential unit, or any fraction thereof. The amount of the fee shall be determined by the terms of the water and sewer agreement if the location to be served is covered by a current agreement. If the location is not covered by a current water and sewer agreement, the additional connection fee per residential unit, or equivalent residential unit shall be as follows[.]...”. Id. The Utility Service Fees Ordinance provides a list of various service areas with associated costs for water and sewer.

Named Plaintiff contends certain prospective class members were assessed Water Additional Fees even though they were not new customers as a water and/or sewer account already existed in the name of the class member for the property at the time of the Building Permit Application. Named Plaintiff contends there is no provision in the Utility Service Fees Ordinance that allows the City to assess and collect Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees where there was an existing water and sewer account for the property at the time of the Building Permit Application.

Treatment Plant Fees

Named Plaintiff contends the Utility Service Fees Ordinance does not provide for assessing a utility fee called a “Treatment Plant Fee” for treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant. Under the Utility Service Fees Ordinance, the City is authorized to charge Water Service Fees (Article U. §2), Sewer Service Fees (Article U. §3), Sale and Installation of Small Meters (Article U. §4(A)), Sale of Large Water Meters (Article U. §4(B)), Fee of Water Line Tap by the City (Article U. §4(B²)), Water Tap-in Fee (Article U. §4(D)), Sewer Tap-in Fee (Article U. §4(E)), Reclaimed Water Project Connection Fee (Article U. §4(F)) and Water and Sewer Additional Connection Fees (Article U. §5).

Named Plaintiff contends none of the fees authorized by Utility Service Fees Ordinance reference a “Treatment Plant Fee” for any treatment plant other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant. Named Plaintiff alleges the City improperly assessed certain prospective class members a Treatment Plant Fee for treatment

² This appears to be typographical error in the Utility Service Fees Ordinance and should be subsection “C” not “B”.

plants other than the Crossroads Sewage Plant, Georgetown Plant, President Street Plant or Travis Field Treatment Plant. Defendant disputes that any Treatment Plant Fees were assessed except for the Crossroads Sewage Plant, Georgetown Plant, President Street Plant or Travis Field Treatment Plant but agrees that the assessment of any other Treatment Plant Fees would be improper.

1. Refund Under the Utility Service Fees Ordinance

Section 12 of the Utility Service Fees Ordinance provides for the refund of fees assessed and collected. Section 12 of the Utility Service Fees Ordinance provides that “[i]f evidence provided by a customer or appearing in City records shows that a utility account has been billed and paid incorrectly as a result of error by either the customer or the City, the following corrective actions are authorized: ... Refund shall be limited to the actual amount of overpayment for a period of three years prior to the date of discovery and correction of the error. Any additional billing and any refund under such circumstances shall be without interest.” Id. at §12.

Therefore, under Section 12 of the Utility Service Fees Ordinance, Named Plaintiff and the prospective class members are entitled to refunds of any illegally assessed and collected Water Tap-in Fees, Sewer Tap-in Fees, Reclaimed Water Fees, Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant, Water Additional Fees, Sewer Area Additional Fees and Sewer Site Additional Fees from July 30, 2018 to the present.

2. Refund for Alleged Illegally Assessed and Collected Taxes or License Fees

Named Plaintiff contends the Water Tap-in Fees, Sewer Tap-in Fees, Reclaimed Water Fees, Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant, Water Additional Fees, Sewer Area Additional Fees and Sewer Site Additional Fees assessed to Named Plaintiff and/or

prospective class members constitute taxes or license fees within the meaning of the Refund Statute.

Taxes assessed by the City cannot violate the Constitution of the State of Georgia or Georgia state laws and must satisfy the constitutional requirements of uniformity and equalization. Named Plaintiff alleged that to the extent that the Water Tap-in Fees, Sewer Tap-in Fees, Reclaimed Water Fees, Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant, Water Additional Fees, Sewer Area Additional Fees and Sewer Site Additional Fees constitute taxes, the City, through the extraction of fees from Named Plaintiff and the prospective class members, levied and collected illegal taxes in violation of the constitutional and statutory requirements of uniformity and equalization, resulting in the overpayment of taxes by Named Plaintiff and the prospective class members and the collection by the City of illegal taxes. Named Plaintiff also alleged that to the extent that the Water Tap-in Fees, Sewer Tap-in Fees, Reclaimed Water Fees, Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant, Water Additional Fees, Sewer Area Additional Fees and Sewer Site Additional Fees constitute license fees, the City assessed and collected illegal license fees in violation of the Utility Service Fees Ordinance.

As a result of the above, Named Plaintiff and the prospective class members claim they are entitled to refunds of the illegal taxes assessed and collected and/or illegal license fees assessed and collected from July 30, 2016 to the present, plus prejudgment interest. See Hojeij Branded Foods, LLC v. Clayton County, Georgia, et al., 355 Ga. App. 222, 843 S.E.2d 902 (2020) (cert denied Dec. 07, 2020) (Subsection (g) of the Refund Statute allows for the filing of a suit for a tax

[or license fee] refund within five (5) years of the date the disputed taxes [or license fees] were paid).

B. Settlement Discussions

After thoroughly investigating the facts of this Lawsuit, filing the Complaint, the Parties began settlement negotiations. See Affidavit of James L. Roberts, IV, (“Roberts Aff.”) attached hereto as Exhibit “C”, at ¶19. The Parties held several in person meetings to discuss settlement of this matter. Id. at ¶20. Counsel for Named Plaintiff and Defendant spent hundreds of hours reviewing and analyzing City records to determine the potential refunds owed to Named Plaintiff and prospective class members. Id. The Parties continued their settlement negotiations informally over approximately a year and a half. Id. Ultimately the Parties were able to reach a Settlement. Id. at ¶21.

C. Terms of the Proposed Settlement

The terms of the proposed Settlement are set forth in the [Proposed] Consent Judgment. See Ex. A, [Proposed] Consent Judgment. The direct benefits of the Settlement to the Class Members include the creation of an Aggregate Refund Fund in the amount of \$3,500,000.00. The Aggregate Refund Fund will be used for the payment of tax refunds to the Class Members, legal fees and expenses, class representatives service payments and administrative costs. Id. at Section B. The City shall pay the Aggregate Refund Fund as follows:

- (1) \$1,750,000.00 within fourteen (14) days of the entry of the Final Approval Order (the “Initial Aggregate Refund Fund Payment”); and
- (2) \$1,750,000.00 on or before the one-year anniversary of the entry of the Final Approval (the “Final Aggregate Refund Fund Payment”).

In the event that the City fails to make payment into the Aggregate Refund Fund as provided above, post judgment interest shall accrue at the rate of 7% per annum as set forth by O.C.G.A. § 7-4-2(a)(1)(A) on said amount until paid in full.

Each Qualified Class Member will receive its pro-rata share of his or her Calculated Refund up to 100% of the total calculated refund due from the Aggregate Refund Fund, less Fees and Expenses (the “Pro-Rata Refund”). It is anticipated that the Aggregate Refund Fund is sufficient to pay each Class Member 50% to 100% of the total calculated refund. “Pro-rata” shall mean the proportion each Qualified Class Member’s Calculated Refund bears to the total Aggregate Refund Fund. This percentage shall be used to calculate each Qualified Class Member’s pro rata share of the Fees and Expenses to be subtracted from the Calculated Refund. Upon identification of all Qualified Class Members and determination of the Pro-Rata Refund for each and determination of all Fees and Expenses, the Aggregate Refund Fund shall be divided by the sum of the Pro-Rata Tax Refund for each Qualified Class Member. The resulting percentage shall be each Qualified Class Member’s portion of the Fees and Expenses (“Pro-Rata Percentage of Fees and Expenses”). The product of the Pro-Rata Percentage of Fees and Expenses times the Fees and Expenses shall be deducted from the sum of each Qualified Class Member’s Pro-Rata Refund and the remainder shall be the amount distributed to each Qualified Class Member as set forth herein. See generally id. at Section I.

Under the [Proposed] Consent Judgment, within thirty (30) days of the later of the expiration of the period for objecting to individual refund amounts or a final ruling by the Special Master on any individual refund calculation, the Administrators shall identify to the VTAL QSF Administrator (see Section D below) the amount of refund due each Qualified Class Member.. See generally id. at Section J.

D. Establishment of the VTAL Qualified Settlement Fund

Under the [Proposed] Consent Judgment, the Parties consent to the Court establishing a Qualified Settlement Fund under Section 468B of the Internal Revenue Code (the “VTAL QSF”). The VTAL QSF will be identified and established prior to and will be specified in the Final Order. The VTAL QSF will carry out the payment of approved Fees and Expenses of Class Counsel and Class Service Payments and the Refund Payment Process set forth in Sections E and J of the [Proposed] Consent Judgment respectively. The Final Order will appoint an administrator of the VTAL QSF (the “VTAL QSF Administrator”). The costs of the VTAL QSF Administrator shall be paid from the Aggregate Refund Fund. The Aggregate Refund Fund shall be deposited into an interest-bearing bank account (the “Aggregate Refund Fund Account”) established by the VTAL QSF Administrator. The Aggregate Refund Fund Account shall have a unique Taxpayer Identifier Number. The VTAL QSF Administrator shall act as a fiduciary with respect to the handling, management and distribution of the Aggregate Refund Fund. Id. at Section B.

Except as set forth in the [Proposed] Consent Judgment, the costs of administering the Class Refunds shall not include any costs incurred by the City related to the webpages used for notification of Class Members (as further described below) or time devoted by employees of the City in fulfilling the terms of the [Proposed] Consent Judgment. The Aggregate Refund Fund shall be the sole and exclusive source for payment of the Class Refunds and fees and expenses by the City and upon payment in full of the amount of the Aggregate Refund Fund owed it shall be in sole satisfaction of all claims against the City. Under no circumstances shall the City be required to pay an amount greater than the Aggregate Refund Fund amount. Id.

E. Appointment of the Administrators and Special Master

The Parties hereby consent to Terry D. Turner, Jr. of Gentle Turner & Benson, LLC, 501 Riverchase Parkway East, Suite 100, Hoover, Alabama 35244 is appointed Administrator to identify Class Members (hereinafter referred to as the “Administrator”) entitled to refunds based on the City’s databases, records and resources, including, but not limited to, the City of Savannah Revenue Department, Savannah Development Services Department and the City of Savannah Water Resources Bureau, and to calculate the individual refund amounts, if any, due each Class Member. Id. at Section C.

The Parties hereby agree to Rita Spalding as serving as Special Master. The Special Master will rule on any individual defenses or disputes in the individual refund calculation and administration process. The Special Master’s decision shall be final and binding. The fees and expenses of the Special Master shall be paid from the Aggregate Refund Fund. In the event that Rita Spalding cannot serve, a substitute Special Master consented to by the Parties shall be appointed. Id. at Section H.

F. Proposed Notice Program

Subject to the Court’s approval, the Parties propose to individually notify each Class Member who may satisfy at least one of the following criteria:

(1) All Commercial or Residential Building Permit Applicants who were assessed and paid Water Tap-in Fees where no water meter service application was submitted from July 30, 2016 to present;

(2) All Commercial or Residential Building Permit Applicants who were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted from July 30, 2016 to present;

(3) All Commercial or Residential Building Permit Applicants who were assessed and paid Reclaimed Water Fees where no water meter application was submitted from July 30, 2016 to present;

(4) All Commercial or Residential Building Permit Applicants who were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but were not a new customer from July 30, 2016 to present; or

(5) All Commercial or Residential Building Permit Applicants who were assessed and paid Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant from July 30, 2016 to present. Id. at Section D.

Notice will be provided by U.S. Mail to the last known address and/or via electronic mail to the project named and applicant as set forth on the Exhibit “A” to the [Proposed] Consent Judgment for each Residential or Commercial Building Applicant described above. See Ex. “A”, [Proposed] Consent Judgment, Exhibit “A” thereto. The proposed notice via U.S. Mail (hereinafter referred to as the “Full Notice”) is attached as Exhibit “D”. The proposed notice to be sent via electronic mail (hereinafter referred to as the “Email Notice”) is attached as Exhibit “E”.

As part of the proposed notice program, the Parties will also place an advertisement in The Savannah Morning News (hereinafter referred to as the “Publication Notice”). A copy of the proposed notice to be placed in The Savannah Morning News is attached as Exhibit “F”.

The City will also have a webpage on its website where information about the Lawsuit and the [Proposed] Consent Judgment can be found (the “Main Settlement Webpage”). The URL to the Main Settlement Webpage will be included in the Full Notice, the Email Notice, as well as in the Publication Notice in The Savannah Morning News. See Ex. D, Full Notice; Ex. E, Email

Notice; and Ex. F, Publication Notice. Finally, the City will place a notice on the City's webpage for applications and permits (<https://www.savannahga.gov/931/Applications-Checklists>) (the "Permit Webpage") that refers to the Main Settlement Webpage for information about the Lawsuit. The proposed notice for the Permit Webpage is attached as Exhibit "G".

G. Attorneys' Fees and Expenses

Class Counsel will apply to the Court for an award of attorneys' fees and expenses. Class Members will be notified that for work done through the final approval of this Settlement, Class Counsel will apply to the Court for an award of attorneys' fees up to 40% of the Aggregate Refund Fund plus documented out of pocket expenses incurred (the "Fee Petition"). The City takes no particular position in favor or against the ultimate amount requested in such Fee Petition and intends to defer such decision to the judgment and discretion of the Court. See Ex. D, Full Notice at Question No. 17.

H. Service Awards

Class Counsel will apply to the Court for a service award to the Named Plaintiff (the "Class Service Petition"). Class Members will be notified that Class Counsel will apply to the Court for a service award for the Named Plaintiff from the Aggregate Refund Fund. The City takes no particular position in favor or against the ultimate amount requested in such Class Service Petition and intends to defer such decision to the judgment and discretion of the Court. See Ex. A, [Proposed] Consent Judgment at Section E.

I. Releases

Named Plaintiff and Class Members will release the City from claims relating to issues in this Lawsuit. Id. at Section K.

II. ARGUMENT AND CITATION OF AUTHORITY

A. The Proposed Settlement Warrants Preliminary Approval

O.C.G.A. § 9-11-23 governs class action litigation. Any resolution of class action litigation must be approved by the court. O.C.G.A. §9-11-23(e) provides “[a] class action shall not be dismissed or compromised without the approval of the court and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.”

Since its enactment in 1966 Georgia courts have read the statute to track the federal Rule 23 and in 2003 O.C.G.A. §9-11-23 was modified to actually conform to the federal rule. Thus, Georgia courts rely on federal cases interpreting Federal Rule 23(e) when interpreting O.C.G.A. §9-11-23(e). See Sta-Power Indus., Inc., v. Avant, 134 Ga. App. 952-953 (1975) (“Since there are only a few definitive holdings in Georgia on [O.C.G.A. §9-11-23], we also look to federal law to aid us.”).

Approval of a class action settlement is a two-step process. First, the Court must conduct a preliminary review to determine whether the proposed settlement is “within the range of possible approval.” Fresco v. Auto Data Direct, Inc., 2007 WL 2330895, at *4 (S.D. Fla. May 11, 2007) (internal citations omitted). This is the step we are at in this Lawsuit.

Preliminary approval of the settlement does not involve a determination of the merits of the settlement but is to solely to communicate the proposed settlement to the class, to review and approve the proposed form of notice to the class and to authorize the manner and form of dissemination of the notice. That is, the proposed settlement should be reviewed to determine if it is fair, reasonable and adequate to the class members. See In re Checking Account Overdraft Litigation, 275 F.R.D. 654 (S.D. Fla. 2011)

“The purpose of this cursory examination is to detect defects in the settlement that would risk making notice to the class, with its attendant expenses ... [a] futile gesture[].” In re Electronic

Data Sys. Corp., 2005 WL 1875545, at *4 (E.D. Tex. June 30, 2005) (quoting *Newburg on Class Action*, §11:25 (4th ed. 2002)). This preliminary approval “is not tantamount to a finding that the settlement is fair and reasonable. It is at most a determination that there is what might be termed ‘probable cause’ to submit the proposal to class members ...”. In re Traffic Executive Ass’n-E.R.R., 627 F.2d 631, 634 (2d. Cir. 1980). Accordingly, at the preliminary approval step, “the [c]ourt’s duty is to conduct a threshold examination of the overall fairness and adequacy of the settlement in light of the likely outcome and the cost of continued litigation.” In re Inter-Op Hip Prosthesis Liab. Litig., 204 F.R.D. 330, 350 (N.D. Ohio 2001) (citation omitted).

In other words, at the preliminary approval stage, there is no need to “conduct a trial on the merits.” In re Motorsports Merchandise Antitrust Litig., 112 F. Supp. 2d 1329, 1333 (N.D. Ga. 2000). Instead, a court “may rely upon the judgment of experience counsel for the parties ... [and] [a]bsent fraud, collusion, or the like, the ... court should be hesitant to substitute its own judgment for that of counsel.” Nelson v. Mead Johnson & Johnson Co., 484 F. App’x 429, 434 (11th Cir. 2012) (internal quotations omitted).

If the settlement appears to be fair and adequate upon a preliminary examination, then court directs the parties to send out the notices to the class members. See Newberg on Class Actions (5th ed.) §13:41 (2018). After receiving any comments and objections from the class members, the court conducts a final fairness hearing on the settlement approval. Id. It is only at the second step of the process, after notice to the class, that the court decides whether to grant final approval of the settlement as fair and reasonable. See e.g., Bennett, et al. v. Behring Corporation, et al., 737 F.2d 982 (11th Cir. 1984).

The law generally encourages the settlement of class actions. Id. at 986. (“[O]ur judgment is informed by the strong judicial policy favoring settlement as well as by the realization that

compromise is the essence of settlement.”). See In re US Oil & Gas Litg., 967 F.2d 489, 493 (11th Cir. 1992) (citing Cotton v. Hinton, 559 F.2d 1326, 1331 (5th Cir. 1977) (“Public policy strongly favors the pretrial settlement of class action lawsuits.”). See also Meyer v. Citizens and Southern Bank, 677 F. Supp. 1196, 1200 (M.D. Ga. 1988). “[S]ettlements are highly favored in the law and will be upheld whenever possible because they are a means of amicably resolving doubts and preventing lawsuits.” McWhorter v. Ocwen Loan Serving, LLC, 2019 WL 9171207, at *8 (N.D. Ala. Aug 1, 2019) (internal citations omitted). “Settlements conserve judicial resources by avoiding the expense of a complicated and protracted litigation process and are highly favored by the law.” In re Motorsports, 112 F. Supp. 2d at 1333. Accordingly, a court has broad discretion in approving a settlement. Id.

When considering whether to grant preliminary approval of class action settlements courts in the Eleventh Circuit use two different standards. Some courts find that preliminary approval is appropriate “where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” In re Checking Account Overdraft Litig., 275 F.R.D. 654, 661 (S.D. Fla. 2011) (internal quotations omitted). Other courts apply the factors used for final approval of a class action settlement, known as the Bennett factors:

(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.

Columbus Drywall & Insulation, Inc, et al v. Masco Corp., et al, 258 F.R.D. 545, 558-59 (N.D. Ga. 2007) (quoting Bennett, 737 F.2d at 986). Although O.C.G.A. §9-11-23(e) does not set forth criteria to guide the court at the preliminary approval stage, Federal Rule 23(e) states that, at the preliminary approval stage, the court must determine whether it “will likely be able to: (1) approve

the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. 23(e)(1)(B). Rule 23(e)(2), in turn, specifies the following factors a court should consider at the final approval stage in determining whether a settlement is fair, reasonable and adequate only after a hearing and after considering the following factors:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3) [any agreement made in connection with the settlement]; and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). A review of the Rule 23(e)(2) factors indicates they are substantively similar to the Bennett factors. The stated goal of Rule 23(e)(2) is to “focus the court ... on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.” Fed. R. Civ. P. 23(e) Advisory Cmte. Note (2018). These factors must be viewed in tandem with the Eleventh Circuit’s guidelines for approval of a settlement. See e.g., Johnson v. Rausch, Sturm, Israel, Enerson & Hornik, LLP, 333 F.R.D. 314, 320 (S.D.N.Y. 2019) (holding that the Rule 23(e)(2) factors must be considered in conjunction with factors that courts used prior to the 2018 amendment). The ultimate decision of whether to approve a proposed class action settlement, is however “committed to the sound discretion of the ... court.” In re US Oil & Gas Litg., 967 F.2d at 493.

The Settlement as set forth in the [Proposed] Consent Judgment warrants preliminary approval under both standards utilized by the Eleventh Circuit as well as under the Federal Rule 23(e)(2) factors.³

1. The Proposed Settlement is the Result of Good Faith Negotiations, is Not Obviously Deficient and Falls within the Range of Reason

The proposed Settlement was negotiated at arm's length and without collusion. See Ex. C, Roberts Aff. at ¶23. See e.g. In re Checking Account Overdraft Litig., 275 F.R.D. at 661. This is the Rule 23(e)(B) factor.

The City is represented by extremely capable counsel who mounted vigorous defenses. See Ex. C, Roberts Aff. at ¶¶22, 24. The Settlement was only reached after extensive negotiations concerning the parameters and provision of a fair, reasonable and adequate settlement. Id. at ¶20, 24.

The proposed Settlement is not deficient and is within the range of reason. The Aggregate Refund Fund to be established if the [Proposed] Consent Judgment is approved is \$3,500,000.00. It is anticipated that the Aggregate Refund Fund is sufficient to pay each Class Member 50% to 100% of the total calculated refund. From the Aggregate Refund Fund, Class Members are eligible to receive their pro-rata share of their calculated tax refund up to 100% of the total calculated

³ With regard to factor Rule 23(e)(2)(C)(iii) (terms of any proposed award of attorney's fees), Class Counsel will file a Fee Petition as directed by the Preliminary Approval Order and will seek an award of attorneys' fees up to 40% of the Aggregate Refund Fund plus documented out of pocket expenses. With regard to factor Rule 23(e)(2)(C)(iv) (any agreement made in connection with the settlement), Class Counsel has confirmed that there are no agreements in connection with the Settlement other than specifically articulated in the [Proposed] Consent Judgment. See Ex. C., Roberts Aff. at ¶28.

refund due less fees and expenses⁴ (the “Pro-Rata Refund”). See Ex. A, [Proposed] Consent Judgment, Section I.

There is no evidence of collusion as counsel for both Parties zealously represented the best interests of their clients. See Ex. C, Roberts Aff. at ¶¶22-24. Moreover, Class Counsel believes that the Settlement is fair and reasonable thereby entitling the Settlement to a presumption of fairness. Id. at ¶30. See Slomovics v. All For A Dollar, Inc., 906 F. Supp. 146, 150 (E.D.N.Y. 1995) (Courts give considerable weight to the views of experienced counsel as to the merits of a settlement). Accordingly, preliminary approval of the Settlement reached in the [Proposed] Consent Judgment is warranted since the standard for preliminary approval stated in In re Checking Account Overdraft Litig. has been met.

2. Class Members have Received Excellent Representation

The record shows that the Named Plaintiff and Class Counsel have provided exceptional representation to the Class Members. This is the Rule 23(e)(2)(A) factor.

To begin, Named Plaintiff, as the Class Representative, shares the same interests as the absent Class Members and asserts claims stemming from the same event – fees or taxes illegally assessed and collected under the Utility Service Fees Ordinance – and accordingly shares the same injuries. Named Plaintiff has no claim and no interest different from or antagonistic to the absent Class Members. See generally Named Plaintiff’s Fifth Amended Verified Class Action Complaint. Finally, Named Plaintiff vigorously prosecuted this Lawsuit leading to the proposed Settlement.

⁴ Class Counsels’ fees and expenses, Class Representatives’ fees and the fees regarding the administration of the Aggregate Refund Fund are collectively referred to as “Fees and Expenses” in the [Proposed] Consent Judgment. See Ex. A, [Proposed] Consent Judgment, at Section E.

Named Plaintiff retained Class Counsel who is experienced in class action litigation generally and specifically refund class actions. Class Counsel thoroughly researched the legal issues in this Lawsuit. See Ex. C, Roberts Aff. at ¶¶7-8, 18. Furthermore, the facts of this Lawsuit have also been thoroughly researched. Id. at ¶¶9-17.

Lead Class Counsel’s extensive knowledge in complex litigation and tax refund litigation as well as the investigation and early discovery conducted in the Lawsuit allowed Class Counsel to better understand the merits of the Lawsuit and damages of the Named Plaintiff and Class Members. Id. at ¶¶7-18. This background also prepared Class Counsel for settlement negotiations and successfully positioned Class Counsel to engage in vigorous, arm’s length negotiations. Id. at ¶¶19-20. In light of the foregoing, the Settlement represents an informed, educated and fair resolution of the Lawsuit. Extensive information allowed Class Counsel and Named Plaintiff to assess their position in great detail and make a reasonable decision on the Settlement. See Mashburn v. Nat’l Healthcare, Inc., 684 F. Supp. 660, 669 (M.D. Ala. 1988) (settlement appropriate given counsel acquired sufficient information “to determine the probability of ... success on the merits, the possible range of recovery, and the likely expense and duration of the litigation.”).

3. The Bennett Factors Support Preliminary Approval

Preliminary approval of the Settlement reached in the [Proposed] Consent Judgment is also warranted under the Bennett factors which courts use to determine if the class action settlement is fair, adequate and reasonable.

i. The Benefits Outweigh the Risks at Trial

The trial court weighs the first Bennett factor, the likelihood of success at trial, “against the amount and form of relief contained in the settlement.” Saccoccio v. JP Morgan Chase Bank,

NA, 297 F.R.D. 683, 692 (S.D. Fla. 2014) (quotation omitted). The first Bennett factor is similar to Rule 23(e)(2)(c)(i). Here, Named Plaintiff’s Third Amended Motion to Certify the Suit as Class Action remains pending. Class certification is always challenging and assuming that a class is certified, plaintiffs risk losing on summary judgment, at trial or on appeal. Moreover, if this matter proceeded to trial the outcome could have resulted in relief either greater or less than the Aggregate Refund Fund.

The Settlement reached provides immediate cash refunds for the Class Members up to 100% of the total calculated refund due less fees and expenses. See Ex. A, [Proposed] Consent Judgment, Section I. Therefore, the possibility of a trial producing a more favorable recovery is remote and the Class would risk the many hazards of litigation, such as trial errors and appeals. See In re Motorsports, 112 F. Supp. 2d at 1334 (“[T]he trial process is always fraught with uncertainty.”). The Settlement set forth in the [Proposed] Consent Judgment avoids these uncertainties and provides the Class Members with meaningful and certain relief. See Parsons v. Brighthouse Networks, LLC, 2015 WL 13629647, at *4 (N.D. Ala. Feb. 5, 2015) (“[C]ontinued litigation would have risked delaying class’s potential recovery for years, further reducing the value of any such recovery. The Settlement resolves the cause without any further delay and will, if finally approved, offer the Settlement Class an immediate and certain recovery, as well as correcting the practices complained of in the Complaint. Thus, this factor also speaks strongly in favor of final approval of the proposed Settlement.”).

ii. The Settlement is Within the Range of Possible Recoveries and is Fair, Adequate and Reasonable

The second and third Bennett factors – whether the settlement is within the range of possible recoveries and is fair, adequate and reasonable – can be considered together. See Burrows v. Purchasing Power, LLC, 2013 WL 10167232, at *6 (S.D. Fla. Oct. 7, 2013). “The Court’s role

is not to engage in a claim-by-claim, dollar-by-dollar evaluation, but to evaluate the proposed settlement in its totality.” Lipuma v. American Express Co., 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005). “In assessing the settlement, the [c]ourt must determine whether it falls within the range of reasonableness, not whether it is the most favorable possible result in the litigation.” In re Domestic Air Transp. Antitrust Litig., 148 F.R.D. 297, 319 (N.D. Ga. 1993).

As discussed above, the Class Members will receive up to 100% of the total calculated refund due less fees and expenses with the anticipation that the Aggregate Refund Fund is sufficient to pay each Class Member 50% to 100% of the total calculated refund. See Ex. A, [Proposed] Consent Judgment, Section I. Compare WinSouth Credit Union v. Mapco Express, Inc., No. 3:14-cv-01573 (M.D. Tenn. Jan. 12, 2017) (approving settlement despite arguments that it provided less than 10 percent of the potential recovery). This is an immediate and substantial benefit to the Class Members. See Columbus Drywall, 258 F.R.D. at 559 (On a motion for preliminary approval, finding a settlement fair, adequate and reasonable where there was an immediate and substantial benefit to the class). Therefore, the Settlement is within the range of possible recoveries and is fair, adequate and reasonable.

iii. Continued Litigation Would be Expensive and Lengthy

A settlement that “will alleviate the need for judicial exploration of ... complex subjects – [such as class certification and the calculation of the aggregate tax refund amount for individual class members] [] [and] reduce litigation costs ...” merits approval. Lipuma, 406 F. Supp. 2d at 1324. Preliminary approval of the settlement will avoid complex, expensive and continued lengthy litigation, saving resources of the Parties and the Court. Continued litigation would involve extensive discovery, and motion practice, including Named Plaintiff’s Third Amended Motion to Certify Suit as Class Action. Trying this Lawsuit to verdict would involve extensive expert

involvement, extensive argument and voluminous briefing, and possible Daubert challenges and appeals. Instead of facing uncertainty of a potential award in their favor years from now, the Settlement allows Named Plaintiff and the Class Members to receive immediate and certain relief.

iv. The Degree of Opposition to the Settlement

Courts do not consider this factor until notice has been provided to the class. See Columbus Drywall, 258 F.R.D. at 560. Stated differently, courts do not consider this Bennett factor at the preliminary approval stage.

v. The Stage of the Proceedings

The purpose of this final Bennett factor is “to ensure that Plaintiffs had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation.” Lipuma, 406 F. Supp.2d at 1324. The Settlement was reached after extensive informal discovery was conducted. As a result of numerous open records requests to the City the following records were reviewed:

1. All commercial building permit application files for new builds from July 30, 2016 to present;
2. All commercial building permit application files for renovations from July 30, 2016 to present;
3. All residential building permit application files for new builds from July 30, 2016 to present; and
4. All residential building permit application files for renovation from July 30, 2016 to present.

See Ex. C, Roberts Aff. at ¶11. Over 740 files were reviewed for commercial and residential new builds and over 300 files were reviewed for commercial and residential renovations. Id. at ¶¶12-

13. Information from each file was collected and added into a spreadsheet for detailed review. The information collected included: project name; address; date of the application; applicant name; applicant phone number, if available; applicant email, if available; and the amounts of the various fees charged. Id. at ¶14. Water and Sewer Approval Forms, including all exhibits attached thereto, were reviewed for each commercial new build, commercial renovation, residential new build and residential renovation. Id. at ¶15. Based on the Water and Sewer Approval forms, each fee charged was identified and added to the spreadsheet. These fees included: Water Tap-in Fees; Sewer Tap-in Fees; Water Additional Fees; Reclaimed Water Fees; Treatment Plant Fees; Sewer Area Additional Fees; and Sewer Site Additional Fees. Id. at ¶16. Class Counsel spent a substantial number of hours investigating over one thousand potential refund claims. Id. at ¶17.

The Settlement is the product of good faith arm's length negotiations and should be preliminarily approved. Id. at ¶20. See Newberg § 13:14 ("The primary procedural factor courts consider in determining whether to preliminarily approve a proposed settlement is whether the agreement arose out of arms-length-nonocclusive negotiations."). See also Bennett, 737 F.2d at 987 n.9 (approving settlement where district court had "determined that the settlement ha[d] been achieved in good faith through arms-length negotiations and is not the product of collusion between the parties and/or their attorneys"). Further, "penalizing class counsel for achieving a settlement [early] would work against the interests of the class and undercut the judicial policy favoring early settlement." In re Equifax Inc. Customer Data Security Breach Litigation, 2020 WL 256132, at *35 (N.D. Ga. 2020), aff'd in part and remanded by In re Equifax Inc. Customer Data Security Breach Litigation, 999 F.3d 1247 (11th Cir. 2021). See also Ressler v. Jacobson, et al., 822 F. Supp. 1551, 1555 (M.D. Fla. 1992) ("The law is clear that early settlements are to be

encouraged, and accordingly, only some reasonable amount of discovery should be required to make determinations.”).

Legal issues have been thoroughly researched and Class Counsel has briefed and argued similar issues in other class action matters. Class Counsel is very familiar with the statutory requirements for refund matters under the Refund Statute and the Utility Service Fees Ordinance. See Ex. C, Roberts Aff. at ¶18.

Based on thorough investigation of the facts of this Lawsuit, thorough research of the legal issues and Class Counsel’s litigation experience, Class Counsel could and has adequately analyzed the strengths and weakness of this Lawsuit. Id. at ¶30. Thereafter the Parties reached the Settlement after extensive negotiations. The City is represented by extremely capable counsel including R. Bates Lovett, Esquire, City Attorney, Jennifer N. Herman, Esquire, Deputy City Attorney, and Patrick T. O’Connor, Esquire and Patricia T. Paul, Esquire of Oliver Maner LLP. The City’s attorneys were worthy, highly competent and professional adversaries. Id. at ¶22. The City’s attorneys mounted vigorous defenses and the Settlement was only reached after extensive negotiations concerning the parameters and provisions of a fair, reasonable and adequate settlement. Id. at ¶24. See Blessing v. Sirius XM Radio, Inc. 507 Fed. Appx. 1, 3 (2d Cir. 2012) (finding that “the district court did not abuse its discretion when it presumed the proposed settlement was fair” where “competent counsel on both sides” and “settlement was reached only after contentious negotiations”).

4. Proposed Method of Distribution

The Rule 23(e)(2)(C)(ii) factor requires the Court to review the effectiveness of any proposed method of distributing relief to the class. “The goal of any distribution method is to get as much of the available damages remedy to class members as possible and in as simple and

expedient a manner as possible.” Fitzgerald v. P.L. Mktg., Inc., 2020 WL 3621250, at * 9 (W.D. Tenn. July 2, 2020) (internal citations and punctuation omitted). Here, if the Class Member is a Qualified Class Member as defined in the [Proposed] Consent Judgment, the Class Member needs to take no further action in order to receive their refund. See Ex. A, [Proposed] Consent Judgment, Sections G, I and J. There are no claims forms for such Qualified Class Members to complete. Under the circumstances this is the best method of distribution possible.

B. The Settlement Classes Should be Certified

When a settlement is reached before certification, a court must determine whether to certify the settlement class. See e.g., Manual for Complex Litigation §21.632 (4th ed. 2014); Amchem Products, Inc. v. Windsor, 521 U.S. 591, 613-14 (1997). In determining the propriety of a class action, the Court must determine whether the requirements of O.C.G.A. §9-11-23(a) and one of the requirements under O.C.G.A. §9-11-23(b) have been met. See City of Roswell v. Bible, et al., 351 Ga. App. 828, 830-831, 833 S.E.2d 537, 541 (2019) cert. denied (Ga. Ct. May 4, 2020); Diallo v. American InterContinental Univ., 301 Ga. App. 299, 300, 687 S.E.2d 278 (2009). “In determining the priority of a class action, the first issue to be resolved is not whether the plaintiffs have stated a cause of action or may ultimately prevail on the merits[,] but whether the requirements of O.C.G.A. §9-11-23(a) have been met.” Endochoice Holdings, Inc. et al v. Raczewski, et al., 351 Ga. App. 212, 215, 830 S.E.2d 597, 601 (2019) (internal citation omitted).

The Classes are defined as:

- (1) The first class consists of all Commercial or Residential Building Permit Applicants similarly situated who, like Named Plaintiff, were assessed and paid Water Tap-in Fees where no water meter service application was submitted (hereinafter “Class 1”).

(2) The second class consists of all Commercial or Residential Building Permit Applicants similarly situated who, like Named Plaintiff, were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted (hereinafter “Class 2”).

(3) The third class consists of all Commercial or Residential Building Permit Applicants similarly situated who, like Named Plaintiff, were assessed and paid Reclaimed Water Fees where no water meter application was submitted (hereinafter “Class 3”).

(4) The fourth class consists of all Commercial or Residential Building Permit Applicants who were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but were not a new customer (hereinafter “Class 4”).

(5) The fifth class consists of all Commercial or Residential Building Permit Applicants similarly situated who, like Named Plaintiff, were assessed and paid Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant (hereinafter the “Class 5”).

Class 1, Class 2, Class 3, Class 4 and Class 5 are collectively referred to as the “Settlement Classes.”

The Court should certify these Settlement Classes. Indeed, courts have certified similar classes in other tax refund matters. See e.g., Coleman v. Glynn County, CE12-01785-063, CE13-01480-063; and CE14-00750-063, Superior Court of Glynn County; Altamaha Bluff, LLC, et al. v. Thomas, et al., Superior Court of Wayne County, 14-CV-0376; Old Town Trolley Tours of

Savannah, Inc. v. The Mayor and Aldermen of the City of Savannah, Civil Action No. SPCV20-00767-MO, Superior Court of Chatham County; and Bailey v. McIntosh County, Georgia, Civil Action No. SUV2021000009, Superior Court of McIntosh County.⁵ See also UNUM Life Ins. Co. of Am. v. Crutchfield, 256 Ga. App. 582, 582-583, 568 S.E.2d 767, 768-769 (2002) (“Certification of a class action is a matter of discretion with the trial judge, and, absent abuse of that discretion, we will not disturb the trial court’s decision.”).

1. The Settlement Classes satisfy the requirements of O.C.G.A. §9-11-23(a).

The Settlement Classes satisfy the four prerequisites under O.C.G.A. §9-11-23(a) for class certification: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. See O.C.G.A. §9-11-23(a)(1)-(4). See also Endochoice Holdings, 351 Ga. App. at 215; Liberty Lending Servs. v. Canada, 293 Ga. App. 731, 735-36, 668 S.E.2d 3 (2008).

i. Numerosity

Under Georgia law, there is no minimum number of class members required to meet the requirements of O.C.G.A. §9-11-23(a)(1). See Bible, 833 S.E.2d at 543. Named Plaintiff needs only establish that joinder is impracticable through some evidence or reasonable estimate of the number of purported prospective class members. See Brenntag Mid South, Inc., v. Smart, 308 Ga. App. 899, 710 S.E.2d 569 (2011). The “impracticability of joinder is generally presumed if the class includes more than 40 members.” American Debt Foundation, Inc. v. Hodzic, 312 Ga. App. 806, 809, 720 S.E.2d 283 (2011). See also Cox v. Am. Cast Iron Pipe Co., 784 F.2d 1546, 1553

⁵ In addition to the arguments in support of certification of the Settlement Classes set forth herein, Named Plaintiff also incorporates the arguments set forth in its Memorandum of Law in Support of Motion to Certify Suit as Class Action filed on April 26, 2022, its Supplemental Memorandum of Law in Support of First Amended Motion to Certify Suit filed on May 25, 2022, its Supplemental Memorandum of Law in Support of Second Amended Motion to Certify Suit filed on August 30, 2022 and its Supplemental Memorandum of Law in Support of Third Amended Motion to Certify Suit filed on February 7, 2023 as if fully set forth herein.

(11th Cir. 1986) (“[W]hile there is no fixed numerosity rule, generally less than twenty-one is inadequate, more than forty adequate, with numbers between varying according to other factors.”).

The total number of Settlement Class Members for the proposed class exceeds 1,000 members. See Ex. A, [Proposed] Consent Judgment, Exhibit A. Thus, the numerosity requirement is satisfied.

ii. Commonality

Questions of law and fact common to the Named Plaintiff and Members of the Settlement Classes predominate over any individual questions thus satisfying the commonality requirement. A class action is authorized if the members of the class share a common right and common questions of law or fact predominate over individual questions of law or fact. See Fortis Ins. Co. v. Kahn, 299 Ga. App. 319, 322, 683 S.E.2d 4 (2009). Here, the outcome of the litigation turns on one common legal issue applying to the Named Plaintiff and to all Members of the Settlement Classes – whether fees or taxes were illegally assessed and collected under the Utility Service Fees Ordinance.

iii. Typicality

The Named Plaintiff’s claims are identical to the claims of the prospective class members, satisfying the typicality requirement. The outcome of this litigation for Named Plaintiff and calculation of any refund or application of any remedy would also uniformly apply to all prospective members of the Settlement Classes.

The typicality requirement under O.C.G.A. §9-11-23(a) is satisfied upon a showing that the claims of the Named Plaintiff are typical of the claims of the members of the classes. The Georgia Court of Appeals recently stated that the typicality test is not demanding and “centers on whether other members have the same or similar injury, whether the action is based on conduct

which is not unique to the named class plaintiffs, and whether other class members have been injured by the same course of conduct.” Bible, 833 S.E.2d at 544 (internal citations omitted). Importantly, the typicality requirement “may be satisfied even though varying fact patterns support the claims or defenses of individual class members, or there is a disparity in the damages claimed by the representative parties and the other members of the class, so long as the claims or defenses of the class and the class representatives arise from the same events, practice, or conduct and are based on the same legal theories.” Morris, et al. v. PHH Mortgage Corp., et al., 2022 WL 18859412 (S.D. Fla. Dec. 22, 2022) (internal citations and punctuation omitted).

iv. Adequacy of Representation

Named Plaintiff will adequately represent the interests of the Members of the Settlement Classes and have no interests divergent from those of the Members of the Settlement Classes. Moreover, Named Plaintiff is represented by experienced and competent class counsel. Consequently, the adequate representation requirement is satisfied.

The facts of this case satisfy the adequacy of representation requirement. First, lead counsel for Named Plaintiff and the purported classes has extensive experience in class action litigation generally and refund class action litigation specifically. See Ex. C, Roberts Aff. at ¶¶6-8. Counsel specializes in property tax law and appeals having handled tax appeals and refund matters for thousands of parcels in over 60 counties in the State of Georgia as Florida, Virginia, Alabama and North Carolina at the administrative, trial court, and appellate court levels. Id. at ¶7.

Second, Named Plaintiff’s interest in this action is the same as the prospective members of the Settlement Classes. Named Plaintiff does not stand to benefit under any circumstances where the prospective members of the Settlement Classes they represent would not also benefit for the same reasons.

2. Class Certification is proper under O.C.G.A. §9-11-23(b)(1) and (3).

Once the prerequisites for class certification have been satisfied, the Court must determine whether the proposed action satisfies one of the three categories set forth under 9-11-23(b). Here, certification is proper under O.C.G.A. § 9-11-23(b)(1) and (3).

i. Certification is appropriate under O.C.G.A. §9-11-23(b)(1).

Certification is proper under O.C.G.A. § 9-11-23(b)(1). Certification is proper if:

[t]he prosecution of separate actions by or against individual members of the class would create a risk of [i]nconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class or [a]djudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

O.C.G.A. § 9-11-23(b)(1).

Particularly significant to this litigation, the United States Supreme Court in Amchem Products, Inc. v. Windsor held that Federal Rule of Civil Procedure 23(b)(1)(B) “takes in cases where the party is obliged by law to treat the members of the class alike” such as “a government imposing a tax.” 521 U.S. 591, 614 (1997). Here, prosecution or the lack of prosecution of separate actions by prospective members of the Settlement Classes would create the risk of inconsistent or varying treatment and adjudication among the classes as a whole.

Moreover, because of the relatively small amount of refund owed per class member compared to the cost of litigation, it is unlikely that other Commercial or Residential Building Permit Applicants would pursue refunds of erroneously assessed fees or taxes. Such a practical impediment would result in the refund of fees to Named Plaintiff and the members of the Settlement Classes pursuing their own actions while other prospective class members who present the same factual and legal issues would not. Even if Named Plaintiff prevails, in the absence of

class certification there is no mechanism requiring the City to refund fees to other Members of the Settlement Classes.

ii. Certification is appropriate under O.C.G.A. §9-11-23(b)(3).

Class certification is proper under O.C.G.A. 9-11-23(b)(3) as questions of law and fact common to the Members of the Settlement Classes predominate over individual issues and a class action is superior to other methods of adjudication. O.C.G.A. § 9-11-23(b)(3).

a. Questions of law and fact common to the class predominate over any questions affecting only individual members.

A plaintiff may satisfy the predominance requirement by showing that “issues subject to class-wide proof predominate over issues requiring proof that is unique to the individual prospective class members.” Brenntag Mid South, Inc., 308 Ga. App. at 906 citing In re Tri-State Crematory Litigation, 215 F.R.D. 660 (N.D. Ga. 2003). “Where the Defendant’s liability can be determined on a class-wide basis because . . . of a single course of conduct which is identical for each of the plaintiffs, a class action may be the best suited vehicle to resolve such a controversy.” Id. (quoting Sterling v. Velsicol Chemical Corp., 855 F.2d 1188, 1197 (6th Cir. 1988)). See also Bible, 833 S.E.2d at 542.

In the instant action, liability can be determined on a class wide basis. If the assessment and collection of certain fees under the Utility Service Fees Ordinance resulted in the illegal assessment of fees or taxes, then the same is true for the members of the Settlement Classes.

The Georgia Supreme Court has held that class actions can be brought for tax refunds and for refunds under O.C.G.A. § 48-5-380 in particular. City of Atlanta v. Barnes, 276 Ga. 449, 451-452, 578 S.E.2d 110 (2003) (“Barnes I”) (superseded by statute on other grounds in Sawnee Electrical Membership Corp. v. Georgia Dept. of Revenue, 279 Ga. 22, 603 S.E.2d 611 (2005)). In Barnes, Named Plaintiff sought a refund of taxes based on an allegedly unlawful occupation tax

which was certified as to all taxpayers who had been subjected to the tax within the period allowed by O.C.G.A. § 48-5-380. Barnes v. City of Atlanta, 281 Ga. 256, 260, 637 S.E.2d 4 (2006)

(“Barnes II). The Barnes II court writes:

[i]n our prior opinion, however, we held that OCGA § 48-5-380 does not ‘provide for the form of action to be utilized. By participating as a plaintiff in a class action that includes a claim for a tax refund, a taxpayer is unquestionably bringing an action for a refund, which is what the statute permits.’ Barnes I, supra at 452(3), 578 S.E.2d 110. Compare Sawnee Elec. Membership Corp. v. Ga. Dept. of Revenue, 279 Ga. 22, 25(3) fn. 1, 608 S.E.2d 611 (2005) (former OCGA § 48-2-35(b)(5), now designated subsection (c)(5), **superseded Barnes I only as to refund claims against the State**).

Id. at 257 (emphasis added).

After Barnes II the Georgia Court of Appeals had the opportunity to analyze the ability to maintain a class action for refund under O.C.G.A. §48-5-380 in Glynn County v. Coleman, et al, 334 Ga. App. 559, 779 S.E.2d 753 (2015). The Coleman court held that “[b]ased upon Barnes II and the General Assembly’s failure to preclude class actions under O.C.G.A. §48-5-380 following the Supreme Court’s decision in Barnes I, we conclude that a class action for a tax refund can be maintained under O.C.G.A. §48-5-380.” Coleman, 334 Ga. App. at 564.

Similar to Barnes I and Coleman, here, Named Plaintiff seeks certification of a class alleged to have been uniformly subjected to fees or taxes and the voluntary or involuntary payment of fees or taxes that were not permitted under the Utility Service Fees Ordinance. Accordingly, common issues predominate.

- b. **A class action is the superior method for resolving the claims of the Members of the Settlement Classes.**

In order to determine whether a class action is the superior method, the court must balance the merits of a class action against alternative methods of adjudication.⁶ Brenntag, at 906. Factors to be considered include:

(A) [t]he interest of members of the class in individually controlling the prosecution or defense of separate actions; (B) [t]he extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (C) [t]he desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) [t]he difficulties likely to be encountered in the management of a class action.

O.C.G.A. § 9-11-23(b)(3).

These factors weigh in favor of class certification. Given the common set of facts and legal issues presented by the claims of Named Plaintiff and the Members of the Settlement Classes, no legitimate interest exists for the Members of the Settlement Classes to individually control separate actions. See Sacred Heart Health Systems, Inc. v. Humana Military Healthcare Services, Inc., 601 F.3d 1159, 1184 (11th Cir. 2010) (when common issues predominate over individual issues a class action is the more desirable vehicle).

No other litigation concerning this controversy has been commenced by Named Plaintiff or the Members of the Settlement Classes. As the fees or alleged taxes at issue were paid to the City and all new build or renovation projects on which such fees or alleged taxes were levied are located in Chatham County, it is the natural and only appropriate venue for the action. Finally, given the readily available records of the City necessary to identify the class and the location of

⁶ For completeness the analysis of a class action being a superior method for resolving the instant claims of the Class Members is included here. However, since the Settlement, if approved, would obviate the need to a trial, the Court need not consider the manageability of a potential trial in its analysis of deciding whether to certify the Settlement Classes. See Amchem Products, Inc., 521 U.S. at 620.

all the Members of the Settlement Classes and the overarching legal issues requiring resolution by the Court, the instant action presents a straight forward easily managed class action.

Here, the facts and claims presented are uniquely appropriate for class certification. These refund claims, would not be economical to pursue outside of the class framework. Moreover, the number of claims if pursued by all Members of the Settlement Classes would over one thousand burdening the Superior Court of Chatham County. See Schorr v. Countrywide Home Loans, Inc., 287 Ga. 570, 572, 697 S.E.2d 827 (2010) (“[T]he modern class action is designed to avoid, rather than encourage, unnecessary filing of repetitious papers and motion.”). (Citations and punctuation omitted).

C. The Proposed Notice Program Should be Approved

O.C.G.A. §9-11-23(e) provides “notice of the proposed ... compromise shall be given to all members of the class in such manner as the court directs.” Due process likewise requires that class members be given notice and an opportunity to be heard. See Phillips Petroleum v. Shutts, 472 U.S. 797, 812 (1985). “To satisfy due process requirements, the notice must be the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” Morgan v. Public Storage, 301 F. Supp.3d 1237, 1261 (S.D. Fla. 2016) (internal citation and punctuation omitted). As the Morgan Court explained, “best practicable” notice does not require that every class member actually receive notice. “The relevant question is not whether every absent class member actually receives notice, but whether the notice that the court orders is reasonably calculated to reach the absent members. The fact that some class members may not actually receive timely notice does not render the notice inadequate as long as the class as a whole had adequate notice.” Id. (Internal citation and punctuation omitted).

The method and manner of the notice process is “left to the discretion of the court subject only to the broad ‘reasonableness’ standards imposed by due process.” Grunin v. Int’l House of Pancakes, 513 F.2d 114, 121 (8th Cir. 1975), cert. denied, 423 U.S. 864 (1975); see also O.C.G.A. §9-11-23(e). There is no single way in which the notice must be transmitted. However, “mail is the preferred means for notifying identified members of a class.” *Newberg on Class Actions*, §8:28 (5th ed. 2013). Mail is sufficient when the class members are known. Wright & A. Miller, Federal Practice and Procedure, §1797.6 (3rd ed. 2005).

Therefore, as part of the notice program, the Parties propose to individually notify each Member of the Settlement Classes via the U.S. Postal Service at the last known address as determined from the City’s business records. This is the Full Notice proposed by the Parties. The Parties believe that in providing notice in this manner they will give actual, individual notice to every Commercial and Residential Building Permit Applicant who can be located that may be entitled to a refund under the issues raised in this Lawsuit.

The Full Notice is written in plain English; describes the Lawsuit, the claims that were raised and the terms of the proposed Settlement. The Full Notice also informs the Members of the Settlement Classes about the deadlines and their rights to object and instructions for doing so. It also informs the Members of the Settlement Classes that Class Counsel will apply to the Court for an award of attorney’s fees not to exceed 40% of the Aggregate Refund Fund and for a service award for Named Plaintiff and about the final fairness hearing and their right to appear. Finally, the Full Notice provides instructions on how the Members of the Settlement Classes can obtain more information about the Lawsuit and the Settlement if they desire to do so. See Ex. D, Full Notice.

In addition to the Full Notice being mailed to each Member of the Settlement Classes for which the Parties have a mailing address, if an email address is also available, an email notice will also be sent. This is the Email Notice proposed by the Parties. If an email address is the only contact available for a class member, the Email Notice will be sent. See Morgan v. Public Storage, 301 F. Supp.3d at 1263 (“Courts consistently approve notice programs where notice is provided primarily through email because email is an inexpensive and appropriate means of delivering notice to class members.”). The Email Notice informs the class member of the Lawsuit and provides instructions on how the class member can get additional information, including a copy of the Full Notice. See Ex. E, Email Notice. See also Browning v. Yahoo!, Inc., 2007 WL 4105971, at *4-7 (N.D. Cal. Nov. 16, 2007) (finding a notice program that included email notice to be the best practicable under the circumstances and satisfied due process).

In addition to this actual, individual notice, the City will place a settlement webpage on its website. This is the Main Settlement Webpage proposed by the Parties. On the Main Settlement Webpage the Members of the Settlement Classes will be able to view and download selected copies of pleadings, orders and documents related to the Settlement. The City will also put a notice on the City’s webpage for applications and building permits, directing class members to the Main Settlement Webpage for more information. This is the Permit Webpage Notice proposed by the Parties. See Ex. G, Permit Webpage Notice.

Finally, a Publication Notice will be placed in The Savannah Morning News containing information about the Lawsuit and directing the Members of the Settlement Classes to the Main Settlement Webpage. This is the Publication Notice proposed by the Parties. See Exhibit F, Publication Notice.

This notice program clearly satisfies the requirements of O.C.G.A. § 9-11-23 as well as due process. Therefore, the Court should approve the proposed notice program and direct that the notices be sent out to the Members of the Settlement Classes. See e.g., Holman v. Student Loan Xpress, Inc., 2009 WL 4015573, at *6 (M.D. Fla. November 19, 2009) (approving notice by first class mail to most recent known address).

D. Claim Forms and Forms to be Used in the Administration of the Settlement

The Parties seek Court approval for five (5) claim forms that will be used in the claim administration for this Settlement.

1. Publication Notice of Posting List of Class Members and Calculated Refund Owed

The first claim form will be used by the Administrator to publish notice in The Savannah Morning News that the list of Class Members and their calculated refund amount has been posted to the Main Settlement Webpage. A copy of the Publication Notice of Posting List of Class Members and Calculated Refund Owed is attached as Exhibit “H”. The Parties respectfully request that the Publication Notice of Posting List of Class Members and Calculated Refund Owed be approved for use in the administration of this Settlement.

2. Missing Settlement Class Member

The second claim form will be used for Commercial or Residential Building Permit Applicants for either renovations or new builds who believe that they are entitled to a refund but are not listed as a Settlement Class Member. A copy of the Claim Form for Missing Class Member is attached as Exhibit “I”. The Parties respectfully request that the Claim Form for Missing Class Member be approved for use in the administration of this Settlement.

3. Objection Form for Class Member

Under the [Proposed] Consent Judgment the City and the individual building permit applicants have the right to object to the calculation of any individual refund calculations made by the Administrator. See Ex. A, [Proposed] Consent Judgment, Section G. A copy of the proposed Objection Form for Class Member is attached hereto as Exhibit “J”. The Parties respectfully request that the Objection Form for Class Member be approved for use in the administration of the Settlement.

4. Address Update

The fourth claim form is for a Class Member to provide the Administrator with an updated address. A copy of the proposed Address Update Form is attached hereto as Exhibit “K”. The Parties respectfully request that the Address Update Form be approved for use in the administration of the Settlement.

5. Notice of Completion

Under the [Proposed] Consent Judgment the VTAL QSF Administrator shall file a notice of completion of administration (“Notice of Completion”) with the Court within thirty (30) days of completion of the administration and return of any remaining funds from the Aggregate Refund Fund Account to the City. See Ex. A, [Proposed] Consent Judgment, Section J. A copy of the proposed Notice of Completion is attached hereto as Exhibit “L”. The Parties respectfully request that the Notice of Completion be approved for use in the administration of the Settlement.

CONCLUSION

For the reasons set forth herein, the Parties jointly request that the Court grant their Joint Motion to (1) preliminarily approve the proposed Settlement; (2) certify the proposed Settlement Classes; (3) designate Named Plaintiff as Class Representative; (4) designate Roberts Tate, LLC and Manly Shipley, LLP as Class Counsel; (5) approve the notice program; (6) approve certain

forms to be used in the administration of the Settlement; and (7) schedule the final approval hearing.

Respectfully submitted this the 4th day of June, 2023.

ROBERTS TATE, LLC

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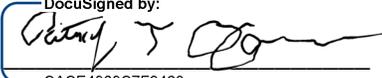
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ATTORNEYS FOR DEFENDANT

Exhibit “A”

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

VTAL REAL ESTATE, LLC)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. SPCV21-00789-CO
)	
v.)	
)	
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH)	
)	
)	
Defendants.)	

[PROPOSED] CONSENT JUDGMENT ON AGGREGATE REFUND AND ORDER

Plaintiff VTAL Real Estate, LLC (“Named Plaintiff”, “VTAL” or “Class Representative”) having filed the instant class action lawsuit (the “Lawsuit”) against the Mayor and Aldermen of the City of Savannah (“Defendant” or “the City of Savannah”) pursuant to City of Savannah 2021 Revenue Ordinance, Article U, §12 for fees illegally assessed and collected and for a tax refund and prejudgment interest pursuant to O.C.G.A. § 48-5-380 (the “Refund Statute”) to recover illegal taxes levied and collected on behalf of itself and all commercial or residential building permit applicants from July 30, 2016 to present as alleged in the Lawsuit (collectively “applicants”) similarly situated and this Court having read and considered the various motions and responses thereto and the Parties stipulating to the amount of the aggregate refund fund;

THEREFORE, IT IS ORDERED as follows:

A. Class Certification

Plaintiff and Defendant hereby stipulate to the certification of five (5) classes pursuant to O.C.G.A. § 9-11-23(b)(1) and the Court finds that such certification is appropriate. The classes consist of the following:

(1) The first class consists of all Commercial or Residential Building Permit Applicants similarly situated who, like Named Plaintiff, were assessed and paid Water Tap-in Fees where no water meter service application was submitted (hereinafter “Class 1”).

(2) The second class consists of all Commercial or Residential Building Permit Applicants similarly situated who, like Named Plaintiff, were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted (hereinafter “Class 2”).

(3) The third class consists of all Commercial or Residential Building Permit Applicants similarly situated who, like Named Plaintiff, were assessed and paid Reclaimed Water Fees where no water meter application was submitted (hereinafter “Class 3”).

(4) The fourth class consists of all Commercial or Residential Building Permit Applicants who were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but were not a new customer (hereinafter “Class 4”).

(5) The fifth class consists of all Commercial or Residential Building Permit Applicants similarly situated who, like Named Plaintiff, were assessed and paid Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant (hereinafter the “Class 5”).

Class 1, Class 2, Class 3, Class 4 and Class 5 are hereinafter referred to as the “Refund Classes”. “Class Member” or “Class Members” means a member or members of the Refund Classes.

The Court specifically finds that class certification is appropriate because:

- 1) The potential class members are so numerous that joinder of all members is impractical, satisfying the requirements of O.C.G.A. § 9-11-23(a)(1);
- 2) There are questions of law or fact common to each class member, satisfying the requirements of O.C.G.A. § 9-11-23(a)(2);
- 3) The claims of the representative party are typical of the claims of Class Members, satisfying the requirements of O.C.G.A. § 9-11-23(a)(3);
- 4) Class Representative will fairly and adequately protect the interests of the Class Members, satisfying the requirements of O.C.G.A. § 9-11-23(a)(4);
- 5) Certification of the Refund Classes is appropriate under O.C.G.A. § 9-11-23(b)(1) as the prosecution of separate actions by or against individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members which would establish incompatible standards of conduct for the party opposing the class or adjudications with respect to individual Class Members which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests;¹

¹ Additionally, while the Court has elected to only certify the Refund Classes under 9-11-23(b)(1), the Court also finds that certification under 9-11-23(b)(3) would be appropriate as questions of law or fact common to the members of the Refund Classes predominate over questions affecting only individual members, satisfying the requirements of O.C.G.A. § 9-11-23(b)(3) and a class

6) The law firms of Roberts Tate, LLC and Manly Shipley, LLP will fairly and adequately represent the interests of the Refund Classes as Class Counsel; and

7) The action is manageable as a class action.

Plaintiff VTAL shall serve as class representative for the Refund Classes as defined herein.

The law firms of Roberts Tate, LLC and Manly Shipley, LLP are appointed as Class Counsel for the Refund Classes certified herein.

B. Consent Judgment on the Aggregate Refund Amount

Named Plaintiff and Defendant hereby stipulate that the aggregate refund amount in this Lawsuit is Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (hereinafter the “Aggregate Refund Fund”). The Court hereby approves and ENTERS A CONSENT JUDGMENT pursuant to the City of Savannah 2021 Revenue Ordinance, Article U, §12 and the O.C.G.A. § 48-5-380 in favor of Named Plaintiff in the amount of \$3,500,000.00.

Defendant shall pay the Aggregate Refund Fund as follows:

- (1) \$1,750,000.00 within fourteen (14) days of entry of the Final Approval Order as defined herein below of this Consent Judgment (the “Initial Aggregate Refund Fund Payment”);
- (2) \$1,750,000.00 on or before the one-year anniversary of entry of the Final Approval of the Consent Judgment (the “Final Aggregate Refund Fund Payment”).

In the event that Defendant fails to make the payment into the Aggregate Refund Fund as provided above, post judgment interest shall accrue at the rate of 7.0% per annum as set by O.C.G.A. § 7-4-2(a)(1)(A) on said amount until paid in full.

action is superior to other methods available for the fair and efficient adjudication of this controversy satisfying the requirements of O.C.G.A. § 9-11-23(b)(3).

The Aggregate Refund Fund shall be the sole source used to pay: (i) all refunds and interest owed to Class Members as set forth herein (the “Class Refunds”); (ii) Plaintiff’s Counsel for attorneys’ fees and expenses as set forth herein and as approved by the Court; (iii) the Class Representative Service Payment as set forth herein and as approved by the Court; and (iv) the costs of administering the Aggregate Refund Fund, including, but not limited to, the cost and expenses of the Administrator, the costs of notice to the Class Members (as described herein), the costs and expenses of the Special Master, and the direct costs and expenses for the distribution and mailing of refunds to Class Members.

The Aggregate Refund Fund shall be paid to a Qualified Settlement Fund under Section 468B of the Internal Revenue Code to be identified and established prior to and to be specified in the Final Order (the “VTAL QSF”) to carry out the payment of approved Fees and Expenses of Class Counsel and the Class Representative Service Payment set forth in Section E, and the Refund Payment Process set forth in Section J herein. The Final Order will appoint Terry D. Turner, Jr. of Gentle Turner & Benson, LLC, 501 Riverchase Parkway East, Suite 100, Hoover, Alabama 35244 as administrator of the VTAL QSF (the “VTAL QSF Administrator”). The QSF Administrator will be paid a flat fee of \$30,000.00. The costs of the VTAL QSF Administrator shall be paid from the Aggregate Refund Fund. The Aggregate Refund Fund shall be deposited into an interest-bearing bank account (the “Aggregate Refund Fund Account”) established by the VTAL QSF Administrator. The Aggregate Refund Fund Account shall have a unique Taxpayer Identifier Number.

The VTAL QSF Administrator shall act as a fiduciary with respect to the handling, management and distribution of the Aggregate Refund Fund.

Except as set forth above, the costs of administering the Class Refunds shall not include any costs incurred by Defendant related to the webpage used for notification of Class Members or time devoted by employees of Defendant to fulfilling the terms of this Consent Judgment. The Aggregate Refund Fund shall be the sole and exclusive source for payment of the Class Refunds and fees and expenses, and payment in full of the amount of the Aggregate Refund Fund owed by Defendant shall be in sole satisfaction of all claims against Defendant.

C. Appointment of Administrators

Terry D. Turner, Jr. of Gentle Turner & Benson, LLC, 501 Riverchase Parkway East, Suite 100, Hoover, Alabama 35244 is appointed Administrator to identify Class Members (hereinafter referred to as the “Administrator”) entitled to refunds based on the City of Savannah’s databases, records and resources, including, but not limited to, the City of Savannah Revenue Department, Savannah Development Services Department and the City of Savannah Water Resources Bureau, and to calculate the individual refund amounts, if any, due each Class Member. The Administrator is to be given full access to the records of the City of Savannah, including, but not limited to, the City of Savannah Revenue Department, Savannah Development Services Department and the City of Savannah Water Resources Bureau. In the event that Terry Turner cannot serve, a substitute Administrator or Administrators consented to by the Parties shall be appointed.

The Administrator’s fees will be paid from the Aggregate Refund Fund. The Administrator will be paid the hourly rate of \$120 per hour for his services and \$80 per hour for administrative personnel hired to assist. The Administrator shall submit an accounting of all charges and expenses to Plaintiff’s Counsel and Defendant’s Counsel at least fifteen (15) days prior to submission of such charges and expenses to the VTAL QSF Administrator for payment. Named Plaintiff’s

Counsel and Defendant's Counsel shall notify the Administrator of any objections to the charges and expenses within five (5) days of receipt. The VTAL QSF Administrator will pay the Administrator's charges and expenses within ten (10) days of submission provided there are no unresolved objections. Any unresolved objections shall be submitted to the Special Master, as set forth below, for resolution and whose decision shall be binding.

D. Preliminary Approval of Proposed Consent Judgment and Order, Notification of Class and Objection Procedure

Named Plaintiff and Defendant shall promptly move the Court for an Order granting preliminary approval of this [Proposed] Consent Judgment (the "Preliminary Approval Order"). The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Named Plaintiff's Counsel and Defendant's Counsel. The Motion for Preliminary Approval shall request that the Court: (i) approve the [Proposed] Consent Judgment as set forth herein as being within the range of fair, adequate and reasonable; (ii) certify the proposed Refund Classes and appoint Class Counsel and the Class Representative; (iii) approve the Notice program as overviewed herein and as set forth in more detail in the Motion for Preliminary Approval including the form and content of the Notices which will be attached to the Motion for Preliminary Approval; and (iv) schedule a Final Approval hearing for a time and date mutually convenient for the Court, Named Plaintiff's Counsel and Defendant's Counsel, at which time the Court will conduct an inquiry into the fairness of the [Proposed] Consent Judgment, determine whether it was made in good faith, finally certify the Refund Classes, and determine whether to approve the [Proposed] Consent Judgment and Named Plaintiff's Counsel's application for attorneys' fees, service award to class representative, costs and expenses (the "Final Approval Hearing").

Notice of the [Proposed] Consent Judgment shall be sent to those set forth in Exhibit A. Those set forth in Exhibit A are potential Class Members who the parties believe may satisfy at least one of the following criteria:

- (1) All Commercial or Residential Building Permit Applicants who were assessed and paid Water Tap-in Fees where no water meter service application was submitted from July 30, 2016 to present;
- (2) All Commercial or Residential Building Permit Applicants who were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted from July 30, 2016 to present;
- (3) All Commercial or Residential Building Permit Applicants who were assessed and paid Reclaimed Water Fees where no water meter application was submitted from July 30, 2016 to present;
- (4) All Commercial or Residential Building Permit Applicants who were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but were not a new customer from July 30, 2016 to present; and
- (5) All Commercial or Residential Building Permit Applicants who were assessed and paid Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant from July 30, 2016 to present.

The proposed notice to the Class Members shall include, among other information: a description of the material terms of the [Proposed] Consent Judgment; a description of the administration process; the timing of the calculation of individual refund amounts; a date by which the Class Members may object to the fee, service award and expense motion; a date by which the

Class Members may object to the calculation of individual refund amounts; the address of the webpage contained on the City of Savannah's website where Class Members may access this [Proposed] Consent Judgment and other related documents and information; the date that the Final Approval Hearing will occur; and the procedure for the Class Members to object (the "Notice"). A form of Notice to be sent to the Class will be submitted to the Court as an exhibit to the Motion for Preliminary Approval. Notice will be provided by U.S. Mail to the last known address and/or electronic mail to the Project Name and Applicant as set forth in Exhibit A for each residential or commercial building applicant described above. An advertisement will be placed in The Savannah Morning News containing the information provided in the Notice and directing the applicants to the webpage on the City of Savannah's main website and webpage for applications and permits for building permit (<https://www.savannahga.gov/931/Applications-Checklists>)

Objections to the [Proposed] Consent Judgment or to the Fee Petition and Service Award (as described in Section E) must be mailed to the Clerk of Court, Named Plaintiff's Counsel and Defendant's Counsel. For an objection to be considered by the Court, the objection must be received by the Court, Named Plaintiff's Counsel and Defendant's Counsel at least ten (10) days prior to the Final Approval Hearing. For an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Lawsuit;
- b. The objector's full name, address and telephone number;
- c. An explanation of the basis upon which the objector claims to be a Class Member;
- d. All grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel;

- e. The number of times the objector has objected to a class action settlement within the five (5) years preceding the date on which the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders or opinions to or ruling upon the objector's prior such objections that were issued by any court in each listed case;
- f. The identity of all counsel who represented the objector, including any former or current counsel who may be entitled to any compensation for any reason related to the objection to the Consent Judgment or to Fee Petition, and Service Award;
- g. The number of times the objector counsel and/or counsel's law firm have objected to a class action settlement within the last five (5) years preceding the date the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any order or opinions related to or ruling upon counsel or the firm's prior such objections that were issued by any court in each listed case;
- h. Any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between the objector or objector's counsel and any other person or entity;
- i. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- j. A list of all persons which will be called to testify at the Final Approval Hearing in support of the objection;

- k. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- l. The objector's signature (an attorney's signature is not sufficient).

The Court, in its discretion, may determine which, if any, Class Member(s) who objected and who requested to appear at the Final Approval Hearing will be entitled to appear and be heard. Any Class Member who fails to object in the manner set forth in this Section shall be deemed to have forever waived his or her objections and forfeit any and all rights the Class Member may otherwise have to appear separately and/or to object and shall be bound by all the terms of this [Proposed] Consent Judgment and by all proceedings, orders and judgments in the Lawsuit.

E. Fees and Expenses

Class Counsel intends to file a motion for attorneys' fees and expenses to be awarded as well as a motion for a class service payment to the Class Representative at least twenty (20) days prior to the Final Approval Hearing. Class Counsel intends to seek the payment of attorneys' fees from the Aggregate Refund Fund plus documented out of pocket costs and expenses for prosecuting this action ("Fee Petition"). Any award of attorneys' fees, costs and expenses to Class Counsel shall be payable solely out of the Aggregate Refund Fund and is subject to Court approval. Defendant takes no particular position in favor or against the ultimate amount requested in such Fee Petition and intends to defer such decision to the judgment and discretion of the Court.

Additionally, Class Counsel intends to file on behalf of Class Representative a petition for class service payment from the Aggregate Refund Fund ("Class Service Petition"). Defendant takes no particular position in favor or against the ultimate amount requested in such Class Service Petition and intends to defer such decision to the judgment and discretion of the Court.

Following the date of notice to the Class as described below, the Court, if necessary, will hold a hearing (see Section F) to resolve any objections and pending motions and will determine the amount of fees and expenses to be paid to Class Counsel and fees to be paid to the Class Representative. Class Counsel's fees and expenses, Class Representative's fees, and fees regarding the administration of the Aggregate Refund Fund are collectively referred to as "Fees and Expenses". Fees and Expenses are to be paid from the Aggregate Refund Fund.

The Attorney's Fees and Expenses and Service Payments shall be paid to a Qualified Settlement Fund under Section 468B of the Internal Revenue Code to be identified and established prior to and to be specified in the Final Order.

All fees and expenses awarded by the Court to Class Counsel shall be payable from the Aggregate Refund Fund upon award from the Initial Aggregate Refund Fund Payment and shall be paid by the VTAL QSF Administrator within thirty (30) days from the date of the Court Order approving same, subject to the availability of sufficient funds in the Aggregate Refund Fund with any remaining fees and expenses owed to be paid at such time as additional funds are placed into the Aggregate Refund Fund sufficient to satisfy the award of fees and expenses to Class Counsel. Fees and expenses awarded to Class Counsel shall be paid notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the award or this [Proposed] Consent Judgment or any part thereof, subject to Class Counsel's obligation to make appropriate refunds or repayments to the Aggregate Refund Fund plus accrued interest at the same net rate as is earned by the Aggregate Refund Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or expense award is reduced or reversed.

F. Final Approval Order and Entry of Consent Judgment

Named Plaintiff shall file its Motion for Final Approval of Consent Judgment, the Fee Petition and the Class Service Petition no later than seven (7) days prior to the date of the Final Approval Hearing. The Court, if necessary, will hold a hearing to resolve any objections properly submitted and enter the Consent Judgment and award attorneys' fees and expenses and service award for Class Representative. The Motion for Final Approval of the Consent Judgment will contain a proposed final approval order in a form agreed to by Named Plaintiff's Counsel and Defendant's Counsel ("Final Approval Order"). Such Final Approval Order shall, among other things:

- a. Finally certify the Refund Classes for settlement purposes pursuant to O.C.G.A. §9-11-23(e);
- b. Determine that the [Proposed] Consent Judgment is fair, adequate and reasonable;
- c. Determine that the Refund Classes have been fairly and adequately represented;
- d. Determine that the Notice provided satisfies Due Process requirements;
- e. Enter a final order and judgment giving effect to the terms of this [Proposed] Consent Judgment;
- f. Rule on the Fee Petition and award attorney's fees and expenses payment as may be determined to be fair, adequate, and reasonable in the discretion of the Court;
- g. Rule on the Class Service Petition and award class service payment as may be determined to be fair, adequate, and reasonable in the discretion of the Court;
- h. Bar and enjoin Named Plaintiff and all Class Members from asserting any of the Released Claims;
- i. Release Defendant and Released Parties as set forth in Section K (1);

- j. Direct payment of the Aggregate Refund Fund as provided herein; and
- k. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this [Proposed] Consent Judgment, to administer, supervise, construe and enforce this [Proposed] Consent Judgment in accordance with its terms.

G. Identification of Class Members and Calculation of Individual Refunds

Following Final Approval of the Consent Judgment, the Administrator is directed to identify the Classes and Class Members and determine the refunds owed.

Within ninety (90) days of Final Approval, Defendant City of Savannah shall provide Administrator with access to all records of the City of Savannah from which the the identity and last known contact information including name, mailing address, email and telephone number, payment amount and payment date, can be determined for all of the following applicants:

- (1) All Commercial or Residential Building Permit Applicants who were assessed and paid Water Tap-in Fees where no water meter service application was submitted in conjunction with the building application from July 30, 2016 to present;
- (2) All Commercial or Residential Building Permit Applicants who were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted in conjunction with the building application from July 30, 2016 to present;
- (3) All Commercial or Residential Building Permit Applicants who were assessed and paid Reclaimed Water Fees where no water meter application was submitted in conjunction with the building application from July 30, 2016 to present;
- (4) All Commercial or Residential Building Permit Applicants who were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but

had an existing water and sewer account for the property at the time of the application from July 30, 2016 to present; and

- (5) All Commercial or Residential Building Permit Applicants who were assessed and paid Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant, or Travis Field Treatment Plant from July 30, 2016 to present.

The Administrator will identify the Class Members who are entitled to refunds as follows:

For any Class Members in Classes 1 to 5, the Refund shall be calculated as follows:

1. All Class 1 Class Members who submitted Commercial or Residential Building Permit Applicants who were assessed and paid Water Tap-in Fees where no water meter service application was submitted in conjunction with the application from July 30, 2016 to present shall be refunded the pro-rata amount of the Water Tap-in Fee paid;

2. All Class 2 Class Members who submitted Commercial or Residential Building Permit Applicants who were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted in conjunction with the application from July 30, 2016 to present shall be refunded the pro-rata amount of the Sewer Tap-in Fee paid;

3. All Class 3 Class Members who submitted Commercial or Residential Building Permit Applicants who were assessed and paid Reclaimed Water Fees where no water meter application was not submitted in conjunction with the application from July 30, 2016 to present shall be refunded the pro-rata amount of the Reclaimed Water Fees paid;

4. All Class 4 Class Members who submitted Commercial or Residential Building Permit Applicants who were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but had an existing water and sewer account for the property at the

time of the application from July 30, 2016 to present shall be refunded the pro-rata amount of the Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees paid;

5. All Class 5 Class Members who are Commercial or Residential Building Permit Applicants and who were assessed and paid Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant from July 30, 2016 to present shall be refunded the pro-rata amount of the Treatment Plant Fees paid.

The Administrator will calculate interest on the calculated refund from the date of overpayment through the date of final approval of this [Proposed] Consent Judgment and add this amount to the calculated refund for each Class Member.

The resulting calculation shall be the refund owed to each Class Member (the “Calculated Refund”).

The identification of Class Members entitled to refunds and the amount of the individual refunds due to such Class Members is to be completed within nine (9) months of final approval of the [Proposed] Consent Judgement.

Upon completion of the identification of the Class Members entitled to refunds and the amount of the individual refunds due to such Class Members, the Administrator will post the list of Class Members and the calculated refund amount owed to each on the City of Savannah’s website and provide notice in the Savannah Morning News.

The City of Savannah and any Class Member shall have the right to object to the calculation of any individual refund calculations made by the Administrator including the City of Savannah’s ability to assert any individual defenses to such individual’s entitlement to the refund or the amount

thereof. Such objection shall be filed with the Special Master as defined below within forty-five (45) days of the Administrator's notice of completion of the individual refund calculation.

Finally, the page on the City of Savannah's website will provide a claim form for any applicant not identified as a Class Member by the Administrator to submit in the event they believe they are entitled to a refund with a time limit of forty-five (45) days from the posting of the individual refund calculation on the City of Savannah's website. The Administrator shall review any such claims by additional applicant(s) and determine whether they are in fact entitled to any refund, submit their conclusions to the applicant(s) and Defendant who shall have fifteen (15) days to object to the Administrator's findings. Any such objections shall be heard by the Special Master as defined below. The Special Master's ruling is final and binding, except as to questions of law, which are subject to review by the Judge and/or any appellate court of this state with jurisdiction over the subject matter.

Finally, the page on the City of Savannah's website will provide a form for any applicant identified as a Class Member to utilize to update their address.

H. Administration of the Class

Rita Spalding is appointed Special Master to rule on any individual defenses or disputes in the individual refund calculation and administration process. The Special Master's decision shall be final and binding. The fees and expenses of the Special Master shall be paid from the Aggregate Refund Fund. In the event that Rita Spalding cannot serve, a substitute Special Master consented to by the Parties shall be appointed.

All Class Members identified by the Administrator as being entitled to refunds following resolution of all objections, if any, shall be the "Qualified Class Members" to whom refunds shall

be paid as set forth below. The individual refund amounts shall be mailed to the Class Members in accordance with the timing procedures set forth below.

I. Qualified Class Member Refunds

Each Qualified Class Member will receive its pro-rata share of his or her Calculated Refund up to 100% of the total calculated refund due from the Aggregate Refund Fund, less Fees and Expenses (the “Pro-Rata Refund”). It is anticipated that the Aggregate Refund Fund is sufficient to pay each Class Member 50% to 100% of the total calculated refund. “Pro-rata” shall mean the proportion each Qualified Class Member’s Calculated Refund bears to the total Aggregate Refund Fund. This percentage shall be used to calculate each Qualified Class Member’s pro rata share of the Fees and Expenses to be subtracted from the Calculated Refund. Upon identification of all Qualified Class Members and determination of the Pro-Rata Refund for each and determination of all Fees and Expenses, the Aggregate Refund Fund shall be divided by the sum of the Pro-Rata Tax Refund for each Qualified Class Member. The resulting percentage shall be each Qualified Class Member’s portion of the Fees and Expenses (“Pro-Rata Percentage of Fees and Expenses”). The product of the Pro-Rata Percentage of Fees and Expenses times the Fees and Expenses shall be deducted from the sum of each Qualified Class Member’s Pro-Rata Refund and the remainder shall be the amount distributed to each Qualified Class Member as set forth herein.

J. Refund Payment Process

Within thirty (30) days of the later of the expiration of the period for objecting to individual refund amounts or a final ruling by the Special Master on any individual refund calculation, the Administrator shall identify to the VTAL QSF Administrator the amount of refund due each Qualified Class Member and the address to which the refund is to be mailed. The address used for each Qualified Class Member will be the last known address on file with Defendant or the updated

address provided by the Qualified Class Member using the address form provided on the City of Savannah's website described in Section G.

The VTAL QSF Administrator shall issue refund checks from available funds in the Aggregate Refund Fund within thirty (30) days of receipt of such notice.

Any and all checks returned or uncashed after one hundred and twenty (120) days from issuance shall be canceled by the VTAL QSF Administrator (the "Expiration Date"). Following the Expiration Date, all monies remaining in the Aggregate Refund Fund after all payments have been made as outlined herein shall be returned to the City of Savannah.

The VTAL QSF Administrator shall maintain accurate accounting records of all deposits and payments from the Aggregate Refund Fund Account and shall provide such accounting to Named Plaintiff's Counsel and Defendants' Counsel upon request. The VTAL QSF Administrator shall file a notice of completion of administration ("Notice of Completion"), the form of which shall be included in the Motion for Final Approval, with the Court within thirty (30) days of completion of the administration and return of any remaining funds from the Aggregate Refund Fund Account to the City of Savannah.

K. General Provisions

1. Released Claims

Named Plaintiffs and Class Members agree to release and forever discharge, and by this Agreement do, for themselves, their heirs, executors and administrators, release and forever discharge Defendant, its past, present and future parent and affiliate corporations, offices and departments, and their respective past, present and future divisions, subsidiaries, affiliates and related governmental entities and their successors, assigns, directors, officers, employees, attorneys, agents and representatives, personally and as directors, officers, employees, attorneys,

agents, or representatives (collectively, the “Releasees”), of and from all manner of action and actions, causes and causes of action, sums of money, covenants, contracts, controversies, agreements, promises, damages (including, but not limited to, attorneys fees), claims and demands for the payment of fees asserted in the Lawsuit related to or arising out of the assessment of fees on all commercial or residential building permit applicants as alleged in the Lawsuit from July 30, 2016 to present whether in law or in equity (the “Released Claims”).

2. Effect of Failure to Grant Final Approval

In the event that the Court fails to enter an Order granting Final Approval to this [Proposed] Consent Judgment, the Lawsuit shall resume, this [Proposed] Consent Judgment and any Order granted pursuant to this [Proposed] Consent Judgment, including but not limited to the Preliminary Approval Order shall have no res judicata or collateral estoppel effect and shall be of no force or effect, and the Parties’ rights and defenses shall be restored without prejudice as if this [Proposed] Consent Judgment had never been entered into unless either: (1) Named Plaintiff and Defendant agree in writing to a modification of the [Proposed] Consent Judgment and obtain approval of the [Amended Proposed] Consent Judgment with such agreed to modification, or (2) Named Plaintiff and Defendant successfully obtain reversal of the decision denying entry of the Order granting Final Approval to this [Proposed] Consent Judgment after reconsideration or appellate review.

3. Continuing Jurisdiction

The Court shall retain jurisdiction over the interpretation and implementation of this [Proposed] Consent Judgment, as well as any matters arising out of, or related to, the interpretation or implementation of this [Proposed] Consent Judgment.

SO ORDERED. This ____ day of _____, 2023.

Judge

I HAVE READ THIS [PROPOSED] CONSENT JUDGMENT CAREFULLY AND FULLY UNDERSTAND AND AGREE TO SAME ON BEHALF OF ALL CLASS MEMBERS.

ROBERTS TATE, LLC

BY:  _____

James L. Roberts, IV
Georgia Bar No. 608580
jroberts@robertstate.com

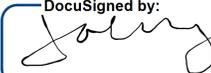
Marsha Flora Schmitter
Georgia Bar No. 202453
mflora@robertstate.com

Post Office Box 21828
St. Simons Island, Georgia 31522
(912) 638-5200
(912) 638-5300 – Fax

ATTORNEYS FOR NAMED PLAINTIFF

I HAVE READ THIS [PROPOSED] CONSENT JUDGMENT CAREFULLY AND FULLY UNDERSTAND AND AGREE TO SAME ON BEHALF OF ALL CLASS MEMBERS.

MANLY SHIPLEY, LLP

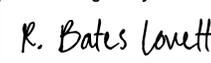
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BY: 
983D48F69AF04CD...

John Manly
Georgia Bar No. 194011
john@manlyshipley.com
James E. Shipley, Jr.
jim@manlyshipley.com
Georgia Bar No. 116508

104 West State Street, Suite 220
P.O. Box 10840
Savannah, GA 31412

ATTORNEYS FOR NAMED PLAINTIFF

I HAVE READ THIS [PROPOSED] CONSENT JUDGMENT CAREFULLY AND FULLY UNDERSTAND AND AGREE TO SAME ON BEHALF OF DEFENDANT.

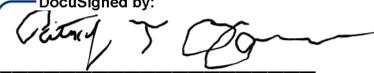
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BY: 
E0CB3E332778421...

R. Bates Lovett, Esquire
City Attorney
6 East Bay Street
Gamble Building, 3rd Floor
Savannah, GA 31401
BLovett@Savannahga.gov

ATTORNEY FOR DEFENDANT

I HAVE READ THIS [PROPOSED] CONSENT JUDGMENT CAREFULLY AND FULLY UNDERSTAND AND AGREE TO SAME ON BEHALF OF DEFENDANT.

OLIVER MANER LLP

DocuSigned by:
BY: 
CACE4909C7F3468...

Patrick T. O'Connor, Esquire
pto@olivermaner.com

DocuSigned by:
BY: 
FB120FAEB3BE4BE...

Patricia T. Paul, Esquire
ppaul@olivermaner.com
P. O. Box 10186
Savannah, GA 31412

ATTORNEYS FOR DEFENDANT

Exhibit “A”

File NO	Permit No	Ref No.	Project Name	Project Address		Applicant Name	Applicant Address		Email	Telephone	New Build
1	2-0016-33-003		Thunderbird Inn	611 West Savannah,	31401	Whitlow Construction	140 Johnn Savannah	GA 31410	jeff@whitlowconstruction.com	(912) 313-7385	NB
2	2-0129-07-002		5504 Montgomery Street Renovation	5504 Mon Savannah,	31405	Clyde Bruner Enterprises			cbruner@pineland.net	(912) 682-5665	NB
3	2-0127-03-004		UPS Store	5501 Aber Savannah,	31405	Todd Naugle, AIA, Architect			tnaugle@lottbarber.com	(912) 234-5230	NB
4	2-0126-02-002		1738 Sugo Rossa	5500 Aber Savannah,	31405						NB
5	2-0114-08-001		Coastal Rheumatology Associates	5102 Paul Savannah,	31405	Doug Smith	5102 Paul Savannah	GA 31405	damon113075@yahoo.com	(912) 441-0033	NB
6	2-1016-02-077		Highland Park Retail Center	492 Jimmy Savannah,	31407	Coker Construction			cokerconstruction@live.com	(912) 512-4231	NB
7		17-02007-BC	Dogwood pediatric Dentistry Office	4849 Paul Savannah,	31405	Krista Cox Hinchey	4849 Paul Savannah,	GA 31405		(912) 655-5780	NB
8	2-0016-12-004		The Pharmacy Restaurant Renovation	420 East B Savannah,	31401	Brian Huskey	325E, Bay Savannah	GA 31401		(912) 655-5749	NB
9	2-0091-23-001		Savannah College of Art and Design - Neal	3515 Mon Savannah,	31405	Savannah College Of A	P O Box 3146		ghensley@scad.edu	(912) 525-8028	NB
10		17-06845-BC	Totally Baked	348 Jeffers Savannah,	31401				totallybakedsavannah@gmail.com		NB
11	2-004-37-010		33 Bull Street- Stifel Renovation	33 Bull Str Savannah,	31401	Harvey Gilbert			jjgilbert@gilbertzelle.com	(912) 236-8992	NB
12	2-0004-37-010		33 Bull Street- Second Floor	33 Bull Str Savannah,	31401	LS3P/Neli Dawson			stevegrogan@ls3p.com	(912) 298-2123	NB
13	2-0004-40-005		Savannah College Of Art And Design, The Lu	32 Aberco Savannah,	31401	Tony Hensley - SCAD	342 Bull St Savannah	GA 31401	ghensley@scad.edu	(202) 210-5915	NB
14	2-0533-01-032		Below Zero	318 Mall B Savannah,	31406	Charles F. Vandenbulck, P.E			cvan@savengineer.com	(912) 354 5249	NB
15	2-0015-33-013		Drayton Luncheonette, LLC	314 Drayt Savannah,	31401	Matthew Garappolo			pinkyswithay@gmail.com	(210) 703-2708	NB
16	2-0032-50-012		Mc Millan Inn	302 East H Savannah,	31401	Stephanie Bock, Bock	210 W Par Savannah	GA 31401	stephaniebock@outlook.com	(912) 236-5046	NB
17	2-0015-34-008		Listen Clear Desoto Office Building	300 Bull S Savannah,	31401	Desoto Properties, LLC			tom@ajcgarfunkel.com	(912) 355-1311	NB
18	2-0553-01-002A		Subway	2726 Ogee Savannah,	31415	Manisha Nilesch Patel			mrmmpatel@tahoo.com	(912) 272-8100	NB
19	2-0074-07-003			2501 Bull Savannah,	31401	Victor Maynor			vmaynor912@gmail.com	(912) 631-6515	NB
20	2-0029-03-002		Gift Shop Project	244 East L Savannah,	31415	Savannah Classic Cars			tavazquez@att.net	(912) 235-2347	NB
21	2-0015-28-017		Six Pence Improvements	245 Bull S Savannah,	31401	Jason Somers - JDR Construction And Design			jason@jdrcond.com	(912) 313-8513	NB
22	2-0138-01-043a		SAI Adult Day Care	2415 East Savannah,	31406	LS3P Associates Ltd (attn: Brenda Pearson)			BrendaPearson@LS3P.com	(912) 695-2111	NB
23	2-0073-01-002		Quikys Famous BBQ	2222 Ogee Savannah,	31415	Ricardo Crawford			quikys2471@gmail.com	(912) 755-6155	NB
24	2-0065-29-004		Office Up Fit	2217 Bull S Savannah,	31401	Shah Architecture			michael@shaharchitecture.com	(912) 447-3601	NB
25		17-04413-BC	Two Smart Cookies	220 White Savannah,	31401	Ashley Dando	6512 White Savannah	GA 31405	info@twosmartcookies.com	(912) 353-2253	NB
26	2-0016-14-010		Maple Street Biscuit Company	220 West Savannah,	31401	Ahmon Williams			Ahwilliams@loading.com	(252) 266-1330	NB
27	2-0016-14-011		Dress UP	218 West Savannah,	31401	Broughton Street partners Company, LLC			darin@bencarterenterprises.com	(912) 713-0278	NB
28	2-0985-04-067		JMTC Zeolite Lab 143/144	214 Bourn Savannah,	31408	Johnson Matthey	115 EliWhitney Blvd		mike.tussey@matthey.com	(912) 525-2571	NB
29	2-1016-02-038		Godley Station K8 Portable Classroom Insta	2135 Bent Savannah,	31407	Savannah - Chatham C	208 Bull Street, RM 305		mark.pickering@sccps.com	(912) 395-3001	NB
30	2-0083-02-002		Personal Fitness Gym	2125 - A E Savannah,	31404	Bevce Renter LLC	P O Box 50 Savannah	GA 31405	sremler@bellsouth.net		NB
31	2-0083-02-002		Daily Massage	2121 East Savannah,	31404	Hong Dong	50 Chalme Bluffton	SC 29910	allyhong88@gmail.com	(626) 262-3935	NB
32		17-09299-BC	Savannah Sport & Wellness	2110 East Savannah,	31404	Marlon Marchena	1113 E, HV Pooler	GA 31322	marlon@southcoastcg.com	(912) 335-9377	NB
33			SCCPSS 208 Bull Street Restroom Conversio	208 Bull S Savannah,	31401	United Grounds Maintenance services Inc.			tammy@ugmsinc.com	(912) 654-2525	NB
34	2-0985-04-069		Tenant 240 (17-01662-B; 17-000963-PLAN)	202 Bourn Savannah,	31408	John S Reese	P O Box 23588			(912) 236-4233	NB
35	2-0062-24-008		City Church	1624 East Savannah,	31404	NA			Snorwoodconstruction@gmail.com	(912) 312-5532	NB
36	2-0008-02-012		Parker's #13	2004 Beech Savannah,	31404	Brandon Neville	17 W McD Savannah	GA 31401	bneville@parkersav.com	(912) 235-1640	NB
37	2-0004-26-001		Hunter Maclean Law Firm	200 East S Savannah,	31401	NA			NA		NB
38	2-0706-02-004		Liberty City Plaza	1940 Mills Savannah,	31401	Nirav Sheth	1940 Mills Savannah	GA 31405	nsheth912@gmail.com	(912)-659-1582	NB
39	2-0083-03-009		ATT Mobility	1935 East Savannah,	31404	Seahorse Investments, LLC c/o Jay Andrews			jandrews@savcomrealestate.com	(912) 484-3794	NB
40	2-0638-05-001A		Fields Bar BQ	1934 West Savannah,	31405	Billy Fields	1934 W 52 St		blif.781bf@gmail.com	(912) 663-1635	NB
41	2-0066-43-008		Premier Cuts Barbershop	1906 Mart Savannah,	31401	Michele Moorer			michelemoorer@hotmail.com	(912) 704-9942	NB
42	2-0078-10-022		Sea Salt And Sugar	1800 East Savannah,	31404	Lynch Associates, PC	409 East L Savannah	GA 31401	alynch@lyncharch.com	(912) 349-5116	NB
43	2-0981-01-020		Walmart Distribution Center AP Office	163 Portsi Savannah,	31407	BAK Builders, LLC			bkent@bakbuilders.com	(912) 489-2348	NB
44	2-0053-30-006		Bull Street TACO Restaurant	1608 Bull S Savannah,	31401	Jon Massey	101 Penro Savannah	GA 31410		(912) 660-5541	NB
45	2-0718-02-001		Woodville Tompkins Lower Campus	151 Coach Savannah,	31408	SCCPSS			duane.shore@sccps.com	(912) 657-3483	NB
46	2-0863-01-002		Enchantine Salon Boutique	14045 Abe Savannah,	31419	Sabina Rodriguez			Sabinarodriguez65@hotmail.com	(912) 332-4200	NB
47	2-0004-13-033		Chopan Restaurant	135 West Savannah,	31401	Massih Mangal	135 West Savannah	GA	mangal.massih@googlemail.com	(404) 642-3748	NB
48	2-0629-08-001		FedEx Ground	130 Telfair Savannah,	31415	Kendale Design/Build	9310 Old Jacksonvil	FL 32257	builder@kendale.net	(904) 384-8611	NB
49		17-00898-BC	Home Depot IDC#5150	125 Crossr Savannah,	31407						NB
50	2-0757-01-012		Windsor Forest High School Construction La	12419 Lar Savannah,	31419	Barbara Cogdell, Cogd	517 East C Savannah	GA 31401	barbara@cogdelmendra.com	(912) 234-6318	NB
51		17-01452-BC	WFHS ADA Renovations	12419 Lar Savannah,	31419	Savannah Chatham Cc	208 Bull Street			(912) 395-1259	NB
52	2-0651-01-021		Anjuelz Ricon Lation	12411 A W Savannah,	31419	Anu J Suriel	10620 Sagar Bush Road		mauribrito89@Hotmail.com	(407) 802-0242	NB
53	2-0754-01-001		St. Joseph's Hospital AIP Renovations	11705 Me Savannah,	31419	Jeff R. Fogel			jrfogel@banic.com	(864) 230-1137	NB
54	2-0755-10-001B		Retail Building	11511 Abe Savannah,	31419	Jay Anderws , J Andrev	22 Barnar Savannah	GA 31401	jandrews@savcomrealestate.com	(912)-484-3794	NB
55	2-0755-02-024			11506 Abe Savannah,	31419						NB
56	2-0755-09-001		KFC Remodel	11502 Abe Savannah,	31419	KFC			vincent.franceshelli@lendlease.com	(330) 286-3902	NB
57	2-0004-39-008B		NaaN On Broughton	114 East B Savannah,	31401	Sharath Gudla	120 Mano Pooler	GA	service@entraventure.com	(386) 295-4147	NB
58	2-0756-01-022		Towne Place Suites	11309 Abe Savannah,	31419	Allison Getman			allison.getmanenixunger.com	(770)-261-2872	NB
59	2-0154-04-015			1100 Eiser Savannah,	31406	David Lane	2213A Rov Savannah	GA 31404			NB
60	2-0020-03-003		Mofo's BBQ	11 Bird Str Savannah,	31415	Charles luster	8 Tiller Poi Savannah	GA 31419	MoFoBBQ@gmail.com	(912) 596-6687	NB
61	2-0044-26-008		Gastin & Hill Office At 1020 Drayton Street	1020 Dray Savannah,	31401	LS3P Associates LTD (attn:Brenda Pearson)			BrendaPearson@LS3P.com	(912) 695-2111	NB
62	2-0005-18-004		Curtis v. Cooper Primary Health Care	106 East B Savannah,	31401	Carl Lenis weimar Const			carl@weimarinc.com	(912) 443-0757	NB
63	2-0074-23-006		Store Renovation For Panit Shop	102 West Savannah,	31401	NA			NA		NB

128	2-0004-44-001		Main@ Main - Savannah	One West Savannah,	31401	Arthur A. Lamas				arthur.a.lamas@gmail.com	(404) 357-5310	NB
129	2-0079-05-008		McDonald's Remodel	2025 Skidaway Savannah,	31406	William Peratta, GreenbergFarrow				wperatta@greenbergfarrow.com	(678) 427-5138	NB
130	2-0562-15-002		Stem Academy , ADA Upgrades	207 East Main Savannah,	31406	John Clegg / Barnard Architects				john@barnardarchitects.com	(912) 232-6173	NB
131	2-0095-16-002		Jacob G Smith Elementary School Kitchen U	210 Lamar Savannah,	31405	S. Michelle Peavler				mpeavler@chathamengineering.com	(912) 238-2400	NB
132	2-0064-34-003		2111 Price Street	2111 Price Savannah,	31401	Lee Mailler, PE				lee.mailler@rwpeng.com	(912) 231-9212	NB
133	2-0004-23-001		Bank Of America Atm	22 Bull Str Savannah,	31401	Doug Way co	36 Malon	GA 30253		Dwayco@marandbuilders.com	(404)-548-3607	NB
134	2-0004-23-001		BANK OF AMERICA ADA	22 Bull Str Savannah,	31401	Doug Way co				Dwayco@marandbuilders.com	(404)-548-3607	NB
135	2-0718-01-003		Arby's # 1925	220 West Savannah,	31408	David Millisor - Oliveri Architects				dave@oliveriarchitects.com	(772)-781-7525	NB
136	2-0016-34-004		Girl Scouts of Historic Georgia Offices	223 Martin Savannah,	31401	JE Dunn constuction - Bryan Ferris				bryanferris@jedunn.com	(912) 222-0809	NB
137	2-0016-34-004		Proposed Drawings For 223 Martin Lutere	223 Martin Savannah,	31401	Nicholas Fortenberry				nfortenberry@kernengineering.com	(912)-651-1341	NB
138	2-0015-06-018		Dwight T. Feemster	236 East C Savannah,	31401	Dwight T. Feemster				dwight@duffyfeemster.com	(912) 236-6311	NB
139	2-0065-45-010		La Petite Abeille Tea House	2425 Barn Savannah,	31401	Mia Guerin				lapetteabeilles@gmail.com	(912)-602-818-8601	NB
140	2-0598-01-003		Interior Storage Expansion Phase II, Savann	2425 West Savannah,	31415	Kern & Co., LLC (Agent)	2425 W G	Savannah,	31415	czittrouer@kemengineering.com	(912)-354-8400	NB
141	2-0004-45-001		Starbucks Coffee Company	25 East Br Savannah,	31401	Michale Martin				mike@permit.com	(608)-407-9090	NB
142	2-0981-02-019		Kole Management	250 Jimmy Savannah,	31407	Rich Wheaton				Rwheaton@servproofsavannah.com	(912) 429-0085	NB
143	6-0926-03-021		KFC Restaurant Remodel	2610 Skidaway Savannah,	31404	Jaesang Yoo				jjyoo@glmv.com	(316) 265-9367	NB
144	2-0083-01-016F		Taco Bell	2631 Skidaway Savannah,	31404	Erik Pingel				erikpingel@is-grp.com	(507)-387-6651	NB
145		18-00865-PLA	Lotus Nail	2808 Skidaway Savannah,	31404	Sanh Pham				CCADATLANATA@GMAIL.COM	(404) 935-1327	NB
146	2-0019-07-023		Soul Food On Bay	3 East Latr Savannah,	31415	Teajuan Mims				teajuanmims@yahoo.com	(912)-275-3493	NB
147	2-0003-02-004		Byrd's Famous Cookies At The Riverside P	300 West Savannah,	31401	Lynch Associates Architects				alynch@lyncharch.com	(912) 349-5116	NB
148	2-0003-02-004		Southern Tide Retail Store - Savannah	300 West Savannah,	31401	Dean Oang				deanoang@ls3p.com	(864)-235-0405	NB
149		18-04588-WA	ZOO Fitness	301 Mall V Savannah,	31406	Coastal Constructive Innovations				jkerby@cctnow.com	(912) 920-2202	NB
150	2-0032-50-001		Godley Manor Inn	303 East C Savannah,	31401	Nathan Godley	322 E Oglethorpe Ave			nathangodley@gmail.com	(912) 308-4687	NB
151	2-0490-05-054A		SouthCoast Health Oncology	310Eisenh Savannah,	31406	Stephen Remler Construction				sremler@belisouth.net	(912)-352-4946	NB
152	2-0016-24-002		Sweet Water Spa	309 and 3 Savannah,	31401	Thomas D Olson, A.I.A.				tolson@kernengineering.com	(912)-354-8400	NB
153	2-0088-03-019		3131 Bull St Unit A	3131 Bull Savannah,	31401	Heath Shelton				HeathShelton@ehfortitude.com	(912)-441-8190	NB
154		18-04940-WA	Bittie's & Beans Coffee Shop	3/9 W Cor Savannah,	31401	Omega Construction Leigh Smith				LeighS@Omegaconstruction.com	(912)-547-7543	NB
155	2-0016-15-012	18-000887	Envy Nail Salon	322 Weat Savannah,	31401	Dai Thanh Haynh				GTThirtynine@gmail.com	(912)-704-9204	NB
156		18-03441-WA	St. Leo University	325 West Savannah,	31406	Joe Corona				jcorona@cornerstonecontgroup.com	(404)- 519-0981	NB
157	2-0015-38-002		Savannah College of Art and Design Pulaski	32 Aberco Savannah,	31401	Tony Hensley-SCAD				ghensley@scad.edu	(202)-210-5915	NB
158	2-0491-10-007		Hussey Gay Bell	329 Comr Savannah,	31406	John Moore				jmoore@husseygaybell.com	(912)-354-4626	NB
159	2-0490-05-073		FETCH CANINE REHABILITATION	335 STEPH Savannah,	31406	ERIC O'NEILL				EONEILL@GREENLINEARCH.COM	(912)-629-2436	NB
160	2-0004-36-010	18-07700-WA	COCCO & MOSS	30 Barnar Savannah,	31401	Lee Mailler. PE				Lee.Mailler@rwpwng.com	(912)-231-9212	NB
161	2-0031-25-004		Tenant Up-Fit, 340 MLK Space, EL Thrifty's	340 MLK B Savannah,	31401	Kern & Co LLC				nfortenberry@kernengineering.com	(912)-354-8400	NB
162	2-0594-05-001		SPD FORENSICS GARAGE	3401 EDW Savannah,	31405	AREND JAN De VOEST				ADEVOST@SAVANNAHGA.GOV	(912)-525-1300	NB
163	2-0032-06-001		SCAD-Poetter Hall	342 Bull St Savannah,	31401	Thony Hensley	22E Lathrop Ave Savannah GA 3			ghensley@scad.edu	(202)-210-5915	NB
164	2-0031-25-006		300 Block MLK BLVD Tenant Shell/Utilities	346 MLK J Savannah,	31401	Thomas D Olson				tolson@kernengineering.com	(912)-354-8400	NB
165	2-0004-36-001A		35 Whitaker Street	35 Whitak Savannah,	31401	Jason Somers				JASON@JDRCOND.COM	(912)-313-8513	NB
166	2-0534-12-032		Raymond Engineering Office Renovation	351-E Corr Savannah,	31406	Nathan Pollard				nathan.pollard@raymondllc.com	(912)-509-5183	NB
167	2-0061-16-005		APARTMENTS-419 WEST CONGRESS	36 Martin Savannah,	31401	Kern & Co LLC- Chad Zittrouer				czittrouer@kernengineering.com	(912)-354-8400	NB
168	2-0004-36-327	18-05251-WA	The Peacock Lounge	37 Whitak Savannah,	31401	lee Mailler. PE				Lee.Mailler@rwpwng.com	(912)-231-9212	NB
169	2-0492-02-016	18003522	Venue 422 LLC	4 Mall Ter Savannah,	31406	Dalphine L Magloire	207 Friendly Ave Savannah GA 3			DoBoss51@gmail.com	(912)-441-5780	NB
170	2-0066-50-001		Central Precinct Caretakers Cottage	402 W. 34 Savannah,	31401	City of Savannah. Carol Moon					(912) - 351-3409	NB
171	2-0016-16-	18-01519-WA	Pounce Cat Cafe	404 West Savannah,	31401	Jim Arentz @ Arentz General Contracting, Inc				jim@arentzgeneralcontracting.com	(912)-547-4300	NB
172	2-0105-008		Memorial Health- Central Sterile Dept Rend	4700 Watr Savannah,	31404	Jeff Foggie Batsen Assoc				jrfoggie@banc.com	(864)- 230-1137	NB
173	2-0105-10-008	18-07871-WA	Memorial University Medical Center	4700 Watr Savannah,	31404	Charles Tarr				ctarr@moodynolan.com	(614)-361-2117	NB
174	2-0105-008	18-05045-WA	Memorial Health X-Ray room #4 Renovation	4700 Watr Savannah,	31404	Jeff Foggie Batsen Associate Inc				jrfoggie@banc.com	(864)- 230-1137	NB
175	2-0105-09-001		CVS # 4260	4725 Watr Savannah,	31404	CVS Pharmacy, Inc				PermitGACVS@cphcorp.com	(407)-322-6841	NB
176	2-0590-03-006		Board & Brush	48 W Mor Savannah,	31406	Robert J Poticny, Greenline Architecture				rpoticny@grenlinearch.com	(912)-713-8022	NB
177	2-0105-09-001		Smoothie King Upgrades	4827 B W Savannah,	31405	Pat Rocca				patrocca@ymail.com	(803)-447-9666	NB
178	2-1016-02-077		F 45 Fitness Center	492 Jimmy Savannah,	31407	D D Patel				dd1813@gmail.com	(912)-441-5215	NB
179	2-0982-01-029		Lowe's Regional Distribution Center Restro	50 innova Savannah,	3107	Rick Chaves -BRR Architecture				rick.chaves@brrarch.com	(912)-236-3347	NB
180	2-0014-10-003		Exterior Modification & APT. Unit Infill	510 East L Savannah,	31401	BCH Construction / Bill Coggins				coggins.bch@gmail.com	(912)-650-0699	NB
181	2-0014-01-011		Color Boxx Salon	513 E Ogle Savannah,	31401	Nikki Friedhoffer	7 Gresham LN			colorboxx@gmail.com	398-1044	NB
182	2-0014-13-001A	18-003536	AR Workshop Savannah	539 E Libe Savannah,	31401	Heather Nelson	2010 E President St #3331 Savan			dave.hein@alairhomes.com	(262)-893-2063	NB
183	2-0590-03-005		Kirill Kalachev Industries LLC	54 W Mor Savannah,	31406	Kirill Kalachev	617E 49th St, Savannah GA 3140			kirill@vonhrugcleansers.com	(917)-214-9459	NB
184	2-0114-015-022'	18-06160-BC	Southern Moose Investments.LLC/Donatos	5405/5407 Savannah,	31405	Robert Fischer				rdf-pe@comcast.net	(614)-206-6182	NB
185	2-0127-03-004		Elite Hearing Aid Center at USA	5501 E Ab Savannah,	31405	Kwvin A Foley				KAFCA@coastalnw.net	(912)-412-3954	NB
186	2-0127-03-004		Savannah Comfort	5501 Aber Savannah,	31405	J C Lewis Investment C	9505 AbecornSt, Savannah GA 3			charles.izlar@jclewisford.com	(912)-210-6690	NB
187		18-06555-WA	Proposed Addition to Rawls Distribution Co	560 Telfair Savannah,	31415	Robin Rawls	560,Telfair Road, Savannah, GA			rrawls5372@aol.com	(912)-272-9149	NB
188	2-0113-19-005		McDonald's Major Remodel	600 E Der Savannah,	31405	McDonald's USA, LLC(c/o Keisha Smith , Area Construct				Keisha.smith@us.mcd.com	(470)-230-9466	NB
189	02-0113-03-013		Gateway Remodel	601 E 66th Savannah,	31405	Brian Norris				bnorris@lammonsconstruction.com	(912)-656-7696	NB
190	1-1-29-04-042		Checkers #635	6000 Ogee Savannah,	31419	Glenn.R.Rahn, Architect				glenn@rdc-llc.com	(616)-634-2253	NB
191	2-0154-04-020		Byrd Cookie Company	6700 Watr Savannah,	31404	Byrd Cookie Company				stephanie@byrdefamous.com	(912)-721-1527	NB
192	2-0144-01-002		Courtyard by Marriott	6703 Aber Savannah,	31405	Eli Tuttle				elit@johnsonbraund.com	(206)-766-8300	NB
193	2-0028-04-015	18-07783-WA	Mezzanine Access	7 Rathbor Savannah,	31415	Nicholas Fortenberry				nfortnberry@kernengineering.com	(912)-354-8400	NB

194	2-0535-03-007		Creamistry- Icecream Shop	7104 Aber	Savannah,	31406	Nicholas Fortenberry					nfortnberry@kernengineering.com	(912)-354-8400	NB
195	2-0531-01-035		Care Source Financial Center	7402 Hodg	Savannah,	31406	Jeffrey Coombey/BMC Construction Service					jcoombe.BMC@gmail.com	(912)-944-7632	NB
196	2-0558-03-014	18-06077-WA	Country Inn and Suites	7576 Whit	Savannah,	31406	Mitul Patel	7576 White Bluff RD				mitulsav@aol.com	(912)-272-7441	NB
197	2-0492-02-027A&	2-0492-02-029	Suite K and Suite L Tenant Improvements	7601 Wat	Savannah,	31406	R K Construction (John Watson)	616 E 35th Street				pierson@southerncompany.com	(912)-236-4112	NB
198	2-0534-10-004A		Vanilla Shell (White Box)	7700 Aber	Savannah,	30405	Jeff Westbrook- Owner Tailor Made Enterprise					tmog@comcast.net	(770)-634-1003	NB
199	2-0559-01-004	18-08791-BC	Oglethorpe Mall Suite 84	7804 Aber	Savannah,	31406	Ralph Dyer					rdyer@culpcop.com	(225)-281-3979	NB
200		18-04356-WA	Bath & Body Works	7804 Aber	Savannah,	31406	Jim Schenk					tims@elderjones.com	(952)-345-6040	NB
201		18-09066_WA	US665-H&M Oglethorpe Mall	7804 Aber	Savannah,	31406	Thorsen Baker & Associates							NB
202	2-0559-01-004	18-0004103	sharro	7804 Aber	Savannah,	31406	Lynd Davies					lynd@precisionpermits.com	(616)-493-9350	NB
203	2-0559-01-004	18-01114_WA	US Nails/ Oglethorpe Mall	7804 Aber	Savannah,	31406	James.L. Kerby Jr					jkerby@ccinow.com	(912)-920-2202	NB
204	2-0559-01-004	18-01176_WA	Ogthorpe Mall	7804 Aber	Savannah,	31406	James.L. Kerby Jr					jkerby@ccinow.com	(912)-920-2202	NB
205	2-0559-01-004	18-000559	Oglethorpe Mall / Verizon Wireless	7804 Aber	Savannah,	31406	James.L. Kerby Jr					jkerby@ccinow.com	(912)-663-0027	NB
206	2-0580-02-004	18-002564	Navy Federal Credit Union Abercorn Street	7921 Aber	Savannah,	31406	Todd A Noggle, AIA/Lott+ Barber Architects agent for te					tnauggle@lottbarber.com	(912)-234-5230	NB
207	2-0560-10-011	18-08852_WA	Burger King # 521(20-20 Refresh)	7923 Whit	Savannah,	31406	Kern & CO., LLC(Agent for Savannah Restaurant Corpor					tolson@kernengineering.com	(912)-354-8400	NB
208	2-0739-01-017	18-002440	Strayer University	8001 Chat	Savannah,	31405	Johnson Construction Ext. Inc					johnsonext@bellsouth.net		NB
209	2-0561-001-005	18-00189_WA	Iron Bodies Gym	8112 Whit	Savannah,	31406	Lammons Construction Company					llammons@lammonsconstruction.com	(912)-898-4751	NB
210	2-0589-03-001	18-005852	520 Restaurant	8820 Aber	Savannah,	31419	Gary Gordon					lulwestdesign@gmail.com	(912)-227-1405	NB
211	2-0042-10-016	18-000409	916 Waters Avenue	916 Water	Savannah,	31404	Renee Mitchel					accessstorealestate@gmail.com	(912)-660-5355	NB
212	2-0646-02-049A	18-06243_wa	J C Lewis Collision Center	9595 Aber	Savannah,	31405	Gregg Strandberg DBA Filterworks USA					belle@filterworksusa.com	(912)-659-4245	NB
213	2-0561-11-012	18006745	New Convenience Store	9602 Whit	Savannah,	31406	Nicholas Fortenberry					nfortenberry@kernengineering.com	(912)-354-8400	NB
214	2-0003-11-014	17-005328	Third Floor Amenities Buildout	646 W Bay	Savannah,	31401	Contractor's Inc					afussell@contractorsinc.com	(678)-489-2900	NB
215	1-0363-01-001	17-09398_WA	Riverview Health & Rehabilitation 2017 imp	6711 LaRo	Savannah,	31406	J. Hamrick Gnann, Jr President						(912)-354-8225	NB
216	2-006-30-001		Heritage Place Apartments Repairs	700 W 35t	Savannah,	31415	Mercy Housing	260 Peach Atlanta, G	30303			kcrippen@mercyhousing.org	(404)-492-5816	NB
217	2-0490-05-055	17-10047-WA	Al Madina Meat and Grocery	7064 Hodg	Savannah,	31406	Romal Sahak (Sahak Family LLC)					sahakflc@gmail.com	(210)-721-1365	NB
218		16-10434-bc	Sola Salon	318 Mall	Savannah,	31406								NB
219		17-06226-BC	Duck Donuts	7400 Aber	Savannah,	31406	Ward Franchises LLC					zakward@yahoo.com	(757)-634-1847	NB
220	2-0559-01-004	17-004113	Pandora Jewelers	7804 Aber	Savannah,	31406	Dave Cowdrey							NB
221	2-0559-01-004	17-10741_WA	Finish Line	7804 Aber	Savannah,	31406	Amanda Caldwell					info@idealdd.com	(513)-389-1059	NB
222	2-0559-01-004		Kids Footlocker	7804 Aber	Savannah,	31406	Kent Fahey					rtpermits@yahoo.com	(800)-556-8641	NB
223	2-0559-01-004	17-002145-W	Amerian Deli	7804 Aber	Savannah,	31406	Lydia Suh					lrdiamonday@yahoo.com	(678)-478-8508	NB
224	2-0559-01-004C	17-001974-W	Sprint Oglethorpe Mall	7804 Aber	Savannah,	31406	Suzie Preidt					suzie@npe.us.com	(704)-913-6143	NB
225		17-11066_WA	Lotus Day Spa & Nails	8108 Aber	Savannah,	31405	Sanh Pham					ccadatlanta@yahoo.com	(912)-856-4419	NB
226	2-0560-01-016	17-000200	Fire House Sub	8180 Aber	Savannah,	31406								NB
227	2-0114-06-003		Tollison & Co	811 E 66th	Savannah,	31405	Tollison & Company					traey@tollison&company.com	856-6222	NB
228	2-0004-15-002	17-005767	The Fitzroy	9 Drayton	Savannah,	31401	Patricia Monsee-Owner (Anthony Debreceny-Leased to					ad@thecollinsquarter.com	(912)-224-1245	NB
229	2-0436-01-011	18-005241	Westin Savannah Harbor Resort Ballroom E	1 Resort D	Savannah,	31421	Mike Treadway					miket@mt-arch.com	(713)-953-1985	NB
230	2-0074-26-006	18-003704	Savannah College of Art and Design, Pulaski	1 W Victor	Savannah,	31405	Tony Hensley- SCAD					ghensley@scad.edu	(202)-210-5915	NB
231	2-0707-01-009	18-08609-WA	Graybar Savannah-Sewer Tie-in	10 Westga	Savannah,	31405	Brad Kendall					bkendall@gem-construction.com	(317)-771-0564	NB
232	2-0004-45-008	18-003215	100 Bull Street -Fourth Floor	100 Bull S	Savannah,	31401	Norsouth Construction Company of Georgia, Inc Mich					mike@nsconstructs.com	(404)-617-9539	NB
233	2-0005-18-004	17-006660	Curtis V Cooper Primary Health Care	106 East B	Savannah,	31401	Carl Lenis- Weimer Const					carl@weimer.inc	(912)-443-0757	NB
234	2-0588-04-003	18-09002-BC	Ballroom	10010 Abe	Savannah,	31405	Cassandra M Guerrier					passitdowncmg@yahoo.com	(912)-436-7626	NB
235	1-1029-01-067	18-003816	lawrel Hill Carwash Pad	101 Little	Savannah,	31419	Jay Maupin					general@maupinengineering.com	(912)-235-2915	NB
236	2-0835-01-006	18-001045	ADT Savannah	1000 Busir	Savannah,	31405	Reese & Company					jack@reeseandco.com	(912)-236-4233	NB
237		18-001367	Outback Steakhouse	111 96 Ab	Savannah,	31405	Hensen Construction					lmartin@hensenco.biz	(502)-718-7432	NB
238	2-0638-06-026		The Savannah Soap co. Finishing	110 Centr	Savannah,	31405	Michael Wine					michaelwine@mac.com		NB
239	2-0533-01-005	18-000465	Maintenance and Renovations for Wendy's	112 Mall B	Savannah,	31406	Kern & Co.,LLC for Calhoun Management Corporation					tolson@emengineering.com	(912)-354-8400	NB
240		18-06465_WA	World of Beer	112 W Bro	Savannah,	31401	Marlon Marchena					marlon@southcoastcp.com	(912)-335-9377	NB
241	2-0693-03-013	18-000409	VIVA Nail & Spa	11215 Ab	Savannah,	31419	Excel Home Insp					hockey4all46@yahoo.com	(912)-429-2709	NB
242	2-0782-03-001	18-004780	Matthew Reardon Center for Autism	11500 Mic	Savannah,	31419	Consolidated Services					daley1283@yahoo.com	(912)-657-2331	NB
243	2-0755-09-001	18-004777	KFC Restaurant Renovation	11502 Abe	Savannah,	31419	Daniel Keiffer. P E					danielkeiffer@axiscompanies.com	(678)-395-4920	NB
244	2-0004-30-005,004		Renovations and addition to 112/14/116 W	112/14/1	Savannah,	31401	Savannah Charley, LLC 2301 Atlar	Savannah,	31401			khwington@geenlinearch.com	(912)-629-5030	NB
245	2-0755-10-007	18-004772	Publix 1186 Remodel	11701 Abe	Savannah,	31419	Brandon Smith					bsmith@elkinslic.com	(904)-329-5616	NB
246	2-0755-10-007A	18-08850_WA	BURGER KING # 1404	11711 Abe	Savannah,	31405	Kern & Co, LLC					tolson@kernengineering.com/mcrapps@kernengineering.com	(912)-354-8400	NB
247	2-0004-39-005	18-005832	The Broughton Common	118.E Bro	Savannah,	31401	LS3P Associates LTD					jamesgallucci@LS3P.com	(912)-695-2111	NB
248	2-0004-07-023		Cotton Sale Concierge Lounge	126.W Bay	Savannah,	31401	LS3P Associates LTD					scottcook@LS3P.com	(912)-695-2111	NB
249	2-0052-29-001	18-004892	ETTA's Southern Cuisine and Winery	1308 Mon	Savannah,	31401	Derrick Duncan					derrickduncan@rocketmail.com	(912)-398-4313	NB
250		18-00923_WA	Cycle Gear	130/5 Abe	Savannah,	31405	Amy Diekevers					amyd@precisionpermits.com	(616)-493-9334	NB
251	2-0015-09-063	18-005907	134 Whitaker Street	134 Whita	Savannah,	31401	Robert Stewart, Choate Construction Co					julie@heitmannassociates.com	(912)-330-7405	NB
252	2-0004-15-006	18-006653	Level Office-Fourth Floor Renovation Phase	14 East Br	Savannah,	31401	Amanda Simmons					asimmons@STGdesign.com	(615)-248-4400	NB
253	2-0015-09-006	18-003423	Coffee Bar 1	143 Bull S	Savannah,	31401	Ridgeway IV LLC Owner (Anthony Debreceny-leased ter					ad@thecollinsquarter.com	(912)-24-1245	NB
254			1415 Abercorn I A	1415 Aber	Savannah,	31401								NB
255	2-0053-17-004	18-08022_WA	1415 Abercorn MixUse 2A	1415 Aber	Savannah,	31401	Lammons Construction Company INC					llammons@lammonsconstruction.com	(912)-898-4751	NB
256	2-0053-17-004	18-08023_WA	1415 Abercorn MixUse 2A	1415 Aber	Savannah,	31401	Lammons Construction Company INC					llammons@lammonsconstruction.com	(912)-898-4751	NB
257	2-0077-12-006	18-08075_WA	WSAV-TV Renovation	1430 East	Savannah,	31404	Marchese Construction, LLC					joe@joemarcheseconstruction.com	(912)-213-9999	NB
258	2-0016-36-015	15-05637-BC	Spring Hill Suites	150 Mont	Savannah,	31401	Scotty Jake Snipes					scotty@shcsavannah.com	(912)-695-9731	NB
259	2-0642-01-048	18-01948_WA	Eco Friendly Office	1600 Stale	Savannah,	31405	Andre Gadson					efcontracting200@gmail.com	(912)-341-4999	NB
260	2-0053-31-001	18-005780	Broke Medical Office	1601 Aber	Savannah,	31401	Andrew Lynch					alynch@lyncharh.com	(912)-349-5116	NB

395	2-0081-07-019	19-10345-WA	Ascend At Midtown-Fitness Room	2200 B Vid	Savannah,	31404	Andrew Levine				alevine@plagemanarchitecture.com	(336)-226-3933	NB
396	2-0137-03-060	19-06096-WA	Nagoya 3	2208 E De	Savannah,	31404	Stephanie Smith				stephjin6519@gmail.com	(843)-670-4326	NB
397	2-0065-30-014	19-02529-WA	Bull 2222 LLC	2222 Bull	Savannah,	31401	Ian.M.Smith				ismith@marinergroup.com	(404)-402-5077	NB
398	2-0065-30-14	19-00892-WA	Squirell's Pizza	2222 Bul	Savannah,	31401	Lee Mailler. PE				lee.mailler@rwpeng.com	(912)-231-9212	NB
399	2-0065-30-014	19-04968-WA	Chazito's Restaurant	2224-2226	Savannah,	31401	Thomas. D. Olson A.I.A				tolson@kemengineering.com	(912)-354-8400	NB
400	20709-02-006	19-05046-WA	Interglass Tenant Improvement	2367 Trem	Savannah,	31405	BC Construction Group				matt@bccgp.com	(810)-355-2853	NB
401	2-0709-02-006	19-07368-WA	XPO Tenant Improvement	2367 Trem	Savannah,	31405	BC Construction Group				matt@bccgp.com	(810)-225-2001	NB
402	2-0074-01-019	19-09181-WA	2400 Bull Street Redevelopment	2400 Bull	Savannah,	31401	Lynch Associates Architects				eschminke@lyncharch.com	(912)-349-5116	NB
403	2-0075-08-016	19-02515-WA	Mood right's Mini Bowl	2424 Aber	Savannah,	31401	Chris Moody				chrismoody@gmail.com	NIL	NB
404	2-0074-04-020	19-01425-BC	Salon 1821	2430 Bull	Savannah,	31401	Betty Freber	104 Salter St, Pooler GA 31322			bettyfrebee@yahoo.com	(912)-690-4777	NB
405	2-0075-21-001		Renovation of Existing Building	2502 Habe	Savannah,	31401	Kern & Co.,LLC c/o Janet Lewis				jlewis@kernengineering.com	(912)-354-8400	NB
406	2-0076-1-0-001	19-06014-WA	2508 waters Avenue	2508 Wat	Savannah,	31404	Stewart Dohman/Dohman Construction				stewart@dohmanconstruction.com	(912)-210-7519	NB
407	2-0075-21-007		Roof Renovation and Exterior Improvement	2512 Habe	Savannah,	31401	Janet M Lewis				jlewis@kernengineering.com	(912)-354-8400	NB
408	2-0074-28-001 & 2-0074-28-002	19-06020-WA	McDonald's Remodel	2701 Mon	Savannah,	31405	William Peratta, Greenberg Farrow				wperatta@greenbergfarrow.com	(678)-427-5138	NB
409	2-0629-03-014 A		2744 Louisville Road	2744 Loui	Savannah,	31415	Grace Newland	2744 Louisville Road			grace@mitlatortilleria.com	(843)-816-6684	NB
410	2-0074-46-001	19-07925-WA	Fire Damage Repair for Center for Successfu	3025 Bull	Savannah,	31405	Kern & Co.,LLC				jlewis@kernengineering.com	(912)-354-8400	NB
411	2-0555-03-002A	19-00398-WA	Savannah Soaps	3504 Edw	Savannah,	31405	Bragg Enterprises Inc				nicky5338@alt.net	(912)-748-7528	NB
412	2-0099-11-008		Reefer Electrical Service	3511 Skid	Savannah,	31404	James L Rayburn PE				jim.rayburn@rwpeng.com	(912)-231-9212	NB
413	2-0837-01-013	19-01159-BC	Rivers of Living Water	4307 Ogee	Savannah,	31405	Terrell Richardson-Frazier				riversoflw@gmail.com	(912)-429-6980	NB
414	2-0095-12-009	19-06286-WA	Body Brite Savannah	4401 Habe	Savannah,	31405	Bobbie Ciacchio	217 East 53rd Street, Savannah,			bciavcio@bodybriteusa.com	(714)-656-6033	NB
415	2-0105-01-020		Chatham Ortho Surgery Center SPD Renova	4425 Paul	Savannah,	31405	Mark Albee-Albee Contracting				mark@albeecontracting.com	(912)-655-5780	NB
416	2-0106-01-020		Jones Red & White	4607 Habe	Savannah,	31405	Theron DeLoach				NIL	(912)-282-6120	NB
417	2-0115-05-017	19-02897-WA	Children's Hospital of Savannah	4700 Wat	Savannah,	31404	Savannah Health Servi	1 Park Plaza, Nashville, TN 37203			ryan.rohe@hcahealthcare.com	(615)-344-5610	NB
418	2-0105-10-008		Memorial Health UMC: Level 3& 4 ICU/ Me	4700 Wat	Savannah,	31404	Buddy McKeen				buddy.mckeen@jrivanoy.com	(704)-361-6270	NB
419	2-0105-10-008	19-03952-WA	Memorial Health _CT renovation	4700 Wat	Savannah,	31404	Jeff Fogle, Batson Associates , Inc				jrfogle@bainc.com	(864)-230-1137	NB
420	2-0835-01-029	19-08512-WA	Hopebridge Autism Centers	5000 Busi	Savannah,	34106	David Cowan				dcowan@nyxcreative.com	(216)-832-0214	NB
421	2-0114-002 & 2-0645-06-023		Stillwell Towers Renovation& Patterson Ter	5100 Wat	Savannah,	31406	Todd. A. Nauggle, AIA with Loff + Barber Associates				tnauggle@lottbarber.com	(912)-234-5230	NB
422	2-0114-16-002	19-06231-WA	Dr Lovrekovic Medical Center	5112 Paul	Savannah,	31405	James F Wubbenap				jim@wubbenap.com	(912)-660-438	NB
423	2-0114-06-013		DL Juice Inc	5203 Wat	Savannah,	31405	David. M.Puckett				dmpuck5@gmail.com	(912)-604-5627	NB
424	2-0113-20-001	19-10-360	Stat Lab Renovation, Candler Hospital	5353 Reyr	Savannah,	31405	Jeff Fogle AIA				jrfogle@bainc.com	(864)-230-1137	NB
425	2-0114-15-008	19-02431-WA	Summit Cancer Care	5400 Suth	Savannah,	31405	Consolidated Services				dbrown@coastalnow.net	(657)-2331	NB
426	2-0126-02-002		Nail Salon Renovation	5500 Aber	Savannah,	31405	Theu Tha Thi	9 Sweet Water at Savannah GA			allseasonservice@yahoo.com	(912)-224-8369	NB
427	2-0126-02-002		Five Guys Burgers and Fries	5500 Aber	Savannah,	31405	Nick Rush				nick.rush@am.jll.com	(480)-401-3665	NB
428	2-0126-02-002		Xfinity	5500 Aber	Savannah,	31405	Amy Hodgson/Amanda Tavai				amy@permit.com/amanda@permit.com	(608)-407-9083	NB
429	2-0127-03-005		Dappy Dans Dog Grooming	5500 Whit	Savannah,	31405	All Washed Up / J Brett Mckie				jbrettmckie@gmail.com	(912)-677-0074	NB
430	2-0130-01-008	19-04010-BC	Lush Spa +Nail Salon	5525 Aber	Savannah,	31405	Su Dang	220 Stonebridge Dr			lushsnlsc@gmail.com	(912)-224-7753	NB
431	2-0739-01-015	19-02670	Ste 280	6001 Chat	Savannah,	31405	Johnson Construction Ext				johnsonext@bellsouth.net	(912)-233-3631	NB
432	2-0143-8-010		Coastal Home Care	6602 Aber	Savannah,	31406	Peacock Construction, LLC				randy@peacockconstructionllc.com	(912)-441-2320	NB
433	2-0159-01-002		Goodwill Sallie Mood	7220 Salli	Savannah,	31406	Peacock Construction, LLC				randy@peacockconstructionllc.com	(912)-441-2320	NB
434	19-00065-BA	19-02556-WA	Look N Good Salon	7370 Hod	Savannah,	31406	Kimbeny C Joynek	110 Halfmoon River Court			kscarter@comcast.net	(912)-507-6838	NB
435	2-0534-08-001		Burlington	7400 Aber	Savannah,	31406	Ryan Genter				rgenter@adaarchitects.com	(216)-521-5134*129	NB
436	2-0534-08-001 (no app form)		Fast Fit Body Sculpting	7400 Aber	Savannah,	31306	NIL				NIL	NIL	NB
437	2-0531-01-035	19-02381-WA	Morgan Stanley Branch Renovation	7402 Hod	Savannah,	31406	Jeff Gillway -OTJ Architects				gillway@otj.com	(646)-646-3935	NB
438	2-0558-03-018		White Bluff Square Unit C	7506 Whit	Savannah,	31406	RL Construction				fleeconstructiongroup@gmail.com	(912)-313-3295	NB
439	2-0558-03-018		White Bluff Square Unit C	7506 Whit	Savannah,	31406	RL Construction				fleeconstructiongroup@gmail.com	(912)-313-3295	NB
440	2-0558-03-018		White Bluff Square Unit E	7506 Whit	Savannah,	31406	RL Construction				fleeconstructiongroup@gmail.com	(912)-313-3295	NB
441	2-0534-10-004A		Discount Furniture Outlet	7700 Aber	Savannah,	31406	Jeff Westbrook				tmeaw@comcast.com	(770)-634-1003	NB
442	2-0559-01-002		Bank of America- Oglethorp	7802 Aber	Savannah,	31406	Spartan Contracting Corp -Scott Kramer				permitting@iegroup.net	(813)-818-0932	NB
443	2-0559-01-004		Holister Co.	Oglethorp	Savannah,	31406	William Carter				bcarter@abbotstudios.com	(614)-582-6006	NB
444		19-02147-WA	Jimmy Jazz Co CPG	7804 Aber	Savannah,	31406	Jimmy Jazz Co CPG	N 85 Metro Way, Secaucus, NJ 070			margok@commercialpermitgroup.com	(904)-491-6314	NB
445	2-0559-01-004	19-9335-WAS	Zales Oglethorpe Mall	7804 Aber	Savannah,	31406	Amy Hodgson				amy@permit.com	(608)-407-9083	NB
446	2-0560-01-016		Profile By Sanford	8108 Aber	Savannah,	314006	Excel Engineering, Inc -Jay Johnson				archretail@excelengineering.com	(920)-322-1614	NB
447	2-0694-01-018		New Tenant Buildout	11102 Ab	Savannah,	31419	Stephen Remier Construction				sremier@bellsouth.net	(912)-352-4946	NB
448	2-0782-03-001		Matthew Reardon Center for Autism Pre Sc	11500 Mig	Savannah,	31419	Daley Brown Consolidated Services				daley1283@yahoo.com	(912)-657-2331	NB
449	2-0032-16-014		Napoli	1 West Jor	Savannah,	31401	Frank Ellsworth for Ellsworth Design Build				ngmt@ellsworthdesign.com	(912)-308-7553	NB
450	2-0015-35-004L	20-05671-WA	The Public Kitchen and Bar	1 West Lib	Savannah,	31401	Ashley McGlohon				amcglohon@pinyan.com	(912)-401-4252	NB
451	2-0074-26-006	20-04928-PLA	EL Coyote - Dining Hall	1 W Victor	Savannah,	31405	Tony Hensley , SCAD				ghensley@scad.com	(912)-525-8028	NB
452		21-07912	Holiday Inn Express Renovation	1 Yvetti H	Savannah,	31408	Crossroads Pointe LLC				dough1088@aol.com	(912)-681-2525	NB
453		21-04524-WA	Chu's Convinient Store	2 West De	Savannah,	31405	Bobby Chu				tnova-chu	(912)-897-0104	NB
454		21-01872-BC	Katrinass Burittos Xpress	2 Park of C	Savannah,	31405	Bruce W Jacob				hockey4all46@yahoo.com	(912)-429-2709	NB
455	2-0019-07-023	20-08231-WA	Venson's food Service, LLC	3 E Lathro	Savannah,	31401	Anthony Vension	P O Box 22903, Savannah, GA 3			vensonlawn@hotmail.com	(912)-755-4456	NB
456	2-0559-01-008	19-11808 -WA	J.C. Lewis Primary Health Care- New Facility	5 Mall Wa	Savannah,	31401	Todd Naugle, AIA(Lott+Barber)	114 Barnard Street, Suit			tnaugle@lottbarber.com	(912)-234-5230	NB
457	2-0559-01-008	20-07984-WA	J.C.Lewis Primary Health - Phase 2 Renovat	5 Mall Wa	Savannah,	31406	Lott+Barber Architects- Todd Naugle, AIA				tnaugle@lottbarber.com	(912)-234-5230	NB
458		21-06488-WA	Blue Cellar	5 W Broug	Savannah,	31401	Meghan Sebring				meghan@eleandthechef.com	(770)-377-7314	NB
459		20-01609-WA	Poe's Tavern	7 MLK BLV	Savannah,	31401	kevan Hoertdoefer Architects				khh@hoertdoeferarchitect.com	(843)-724-6002	NB
460	2-0597-01-004	21-00606-WA	City of Savannah Fleet Maintenance	8 Intercha	Savannah,	31415	Greenline Architecture				eoneill@greenlinearch.co	(912)-629-2436	NB
461		21-07934	U.S. Courthouse Temporary Facility Renova	8 Souther	Savannah,	31405	Widner& Associates				matt@widner-assoc.com	(478)-746-2010	NB

462	2-0144-04-003A	21-03616-WA	Chatham Surgical Center	8 Stephen	Savannah,	31406	Jeffrey Coombey				jcoombe.bmc@gmail.com	(912)-944-7632	NB
463	2-0144-04-003A	20-08597-WA	Chatham Surgical Center	8 Stephen	Savannah,	31406	Jeffrey Coombey (BMC Construction Service)				jcoombe.bmc@gmail.com	(912)-944-7632	NB
464	2-0007-42-005	20-01816-WA	2605 Whitaker	2605 Whit	Savannah,	31401	Kevin. F. Rose				kevin@ksarchitects.com	(912)-232-5561	NB
465	2-0535-02-015	20-04330-WA	Enmarket Convinient Store Eisenhower Driv	10 Eisenh	Savannah,	31406	Greenline Architecture, Robert Poticny				rpoticny@greenlinearch.com	(912)-713-8022	NB
466	2-0015-35-004	21-04866-WA	Mellow Mushroom	11 West L	Savannah,	31401	Lammons Construction Company, Inc				jlammons@lammonsconstruction.com	(912)-656-8252	NB
467	2-1034-01-046	20-03693-WA	Tru Hotel 20-001775	13 Martin	Savannah,	31419	John H Rule				john@dprarch.com	(912)-764-6288	NB
468		21-01537-WA	Broughton Street Liquors	14 East Br	Savannah,	31410	Tim Kinsey				tim@coresav.com	(912)-344-8290	NB
469	2-0831-02-028	21-07807	Hargrove	17 Park of	Savannah,	31405	JTVS Builders				kconnor@tvsbuilders.com	(407)-637-0488	NB
470	2-0004-14-003	21-07070	Bank South	18 W Brya	Savannah,	31401	Heritage Construction Savannah, Inc				charlotteh@aol.com	(912)-604-2862	NB
471	2-0004-44-007	21-01580-WA	The Athlet's Foot- Broughton	19 W. Bro	Savannah,	31401	Shyam Mirchandani	104 Palm Grove CT.	Savannah, GA		mohinnis@gmail.com	(912)-441-2386	NB
472	2-0004-20-001	20-08323-WA	Cay Art Gallery	22 Bernard	Savannah,	31401	Steve Cook				steve@coastalwooddesign.com	(912)-313-2230	NB
473	2-0004-14-004	21-06697-WA	Fat Tuesday	22 W. Bry	Savannah,	31401	Feehley Nyberg Construction				missy.sperling@comcast.com	(912)-272-7077	NB
474	2-0494-04-016	21-03218-BC	Robinson Project	24 Weiner	Savannah,	31406	Elizabeth Thorne				rimcodesign@gmail.com	(912)-572-6852	NB
475	2-0494-04-016	21-02159-WA	Robinson Project	24 Weiner	Savannah,	31406	Elizabeth Thorne				rimcodesign@gmail.com	(912)-572-6852	NB
476	2-0016-09-006	21-04551-WA	The Darling Oyster Bar	27 Montg	Savannah,	31401	Andrew Lynch AIA				alynch@lyncharch.com	(912)-349-5116	NB
477	2-0561-10-001	20-09225-WA	Redmond Construction inc. Office	27 Travis	Savannah,	31406	G. Bart Redmond				redmondconst@bellsouth.net	(912)-354-3886	NB
478	2-0985-04-039		Roadmaster Drivers School of Georgia, Inc	30 Artley	Savannah,	31408	James Kerby				rkerby@kerbybetterprises.com	(912)-667-4352	NB
479		21-06345-WA	American Health Imaging Savannah CT	30 Janet D	Savannah,	31405	Jay Wicklund				hworsham@tridentconstructiongroup.com	(662)-665-1772	NB
480	2-0831-02-017	21-00998-WA	30 Park Of Commerce Way Suite 100	30 Park Of	Savannah,	31405	Joe Pelliccione- Forest City Contracting LLC				joe@forestcitycontracting.com	(912)-704-3991	NB
481	2-0016-09-003 & 00	21-05469-WA	30 MLK Restaurant	30-32 MLK	Savannah,	31401	Andrew Lynch AIA				alynch@lyncharch.com	(912)-349-5116	NB
482			Department of Justice	33 Bull Str	Savannah,	31401	JDR Construction & Design, Inc				jennifer@jdrcond.com	(912)-313-0432	NB
483		21-08879-WA	Chapter 13	33 Bull Str	Savannah,	31401	JDR Construction & Design, Inc				jennifer@jdrcond.com	(912)-303-0432 xts 301	NB
484	2-0004-37-010	2104314-WA	Morgan & Morgan	33 Bull Str	Savannah,	31401	JDR Construction & Design, Inc				jennifer@jdrcond.com	(912)-303-0432 xts 301	NB
485	2-0016-14-001	21-06775-WA	Interior up-fit GA State Board of Workers C	35 Bernard	Savannah,	31401	Kern & CO.,LLC				rlewis@kernengineering.com	(912)-354-8400	NB
486	2-0041-00-012	21-08443-WA	ARCO Savannah	42 East Ba	Savannah,	31401	Ronnie Hall				rhall@balfourbeautys.com	(912)-414-8094	NB
487	2-0590-03-002	20-07239-WA	Mall Auto Repair	76 West M	Savannah,	31406	RR Restoration, LLC				robert@rrrestorationllc.com	(912)-844-8440	NB
488	2-0595-02-001	21-03951-PLA	Ardent Warehouse	101 Owen	Savannah,	31405	James Gallucci				james@panteonadc.com	(912)-356-5600	NB
489		21-06072-PLA	Savannah Seafood	Unit 5A, 1	Savannah,	31419	JN Thompson Construction				vincent.jnthompsonconst@gmail.com	(912)-964-4770	NB
490	2-0016-18-001		Chatham Care Center	107B Fahr	Savannah,	31401	Matthew Schivera				mschivera@westgc.com	(912)-721-4820	NB
491	2-0020-15-001	20-08748-WA	Blade and Bull Axe Throwing	107 East L	Savannah,	31415	Kevin. F. Rose				kevin@ksarchitects.com	(912)-232-5561	NB
492	2-0004-60-001A	21-06170-WA	The UPS Store # 1355	108 E york	Savannah,	31401	Chris Griggs, Southern Custom Built Homes LLC				scbhllc12@gmail.com	(251)-979-4754	NB
493		20-07637-WA	Coco Realty	117 Oglet	Savannah,	31406	Brandon Wishburn				brandon.wishburn@us.belfor.com	(912)-966-8093	NB
494	2-0832-01-011	20-06311-WA	Sizemore Security Tenant	118 Park o	Savannah,	31405	Robert Armstrong				ramstrong@huseygaybell.com	(912)-354-4626	NB
495	2-0045-60-02		Owens Thomas Annex	124 Aberc	Savannah,	31401	Scotty Snipes				scottysnipesstc@shcsavannah.com	(912)-695-9731	NB
496		21-01873	Union Mission Administrative Office Renov	125 Fahm	Savannah,	31401	West Construction CCompany				mwest@westc.com	(912)-721-4484	NB
497	2-0004-36-011	21-00088 WA	Eclipse Night Club and Bar	127 W Cor	Savannah,	31401	Barnard Architects				robert@barnardarchitects.com	232-6173	NB
498		21-01630 WA	The Grove of Ardley Park Pool	128 E 63r	Savannah,	31405	Diamond Pools and SPA's. LLC				lindsay@diamondpoolsandspas.com	(843)-706-3931	NB
499	2-0127-06-002	21-09054	Savannah Summit	135 Hamp	Savannah,	31405	Jonathan Rose Companies				jonathanroseccompaniesllc	(917)-542-3600	NB
500	2-0016-22-013	21-02807-WA	Aloft Ground Level Suites	140 Ann S	Savannah,	31401	Tim Kinsey				tim@coresav.com	(912)-344-8290	NB
501	2-0015-08-012	20-01922-WA	Renovations and Additions to the juliette G	142 Bull S	Savannah,	31401	Keith Howington				khowington@greenlinearch.com	(912)-629-5030	NB
502	2-0015-09-006	21-04839-WA	Coffee Bar/Restaurant 1	143 Bull S	Savannah,	31401	Ridgeway IV LLC-Owner (Anthony Debrece	ny-Leased Ad			ad@thecollinsquater.com	(912)-224-1245	NB
503		20-05794-BC	Dollar Tree Distribution Center DC 05	151 Cross	Savannah,	31408	Michael P Molzahn				mikem@hbaonline.com	(757)-490-9048	NB
504	2-0981-01-020		Walmart IDC 7086-Breakroom Renovation	163 Portsi	Savannah,	31407	BAK Builders-Brian Kent				bkent@bakbuilders	(912)-489-2348	NB
505	2-0053-18-006		200 East 31st Street-Renovation	200 East 3	Savannah,	31401	Lynch Associate Architect				alynch@lyncharch.com	(912)-349-5116	NB
506	2-0646-05-008		Tiny Treasures	201 Televi	Savannah,	31406	Shaneisla L Taylor	6 Quiet fine court pooler, GA 31			shaneislataylor@gmail.com	(912)-308-6815	NB
507		20-03179-BC	Magnolia Villas Apartment Homes	205 W Mo	Savannah,	31406	All South Renovation Inc				rcollins@allsouthrenovations.com	(770)-321-8401	NB
508		19-11382-WA	Kung Fu Tea	206 W Br	Savannah,	31401	Reed Peacock				reed@peacockconstructionllc.com	(912)-224-1978	NB
509	2-0015-32-001		St. Vincent's Academy	207 E. Libe	Savannah,	31401	T. Jerry Lominack				jerry@ksarchitect.com	(912)-232-5561	NB
510	2-0004-011-005	21-03070-WA	208 Wine Bar	208 E Bay	Savannah,	31401	Jeffrey Coombe (BMC Construction Service)				jcoombe.bmc@gmail.com	(912)-944-7632	NB
511	2-0032-51-003		Dresser Palmer House	209 E Gast	Savannah,	31401	AK Patrick Plumbing				akpatrick@gmail.com	(912)-486-6097	NB
512	2-0032-51-004	21-03335-WA	Bellwether House	211 E Gast	Savannah,	31401	Sam Carol				info@samcarollconstruction@gmail.com	(912)-401-3029	NB
513	2-0032-51-004	20-07019-WA	211 East Gaston Street-Kitchen Renovation	211 E Gast	Savannah,	31401	Lynch Associate Architect				alynch@lyncharch.com	(912)-349-5116	NB
514		21-03070-WA	Renovation of St. John the Bapatist Cathedr	222 East H	Savannah,	31401	West Construction Company				mwest@westgc.com	(912)-721-4484	NB
515	2-0003-09-005		The Frosty Frog Express	224 Lower	Savannah,	31401	Nicholas Fortenberry, MEP Design Engineer-Kern & Co.				nfortenberry@kernengineering.com	(912)-651-1314	NB
516	2-0113-21-010	19-11734-WA	Pharmacy Renovation-LCRP and LCCC	225 Candl	Savannah,	31405	Greg Menke				menkeg@sjchs.org	(912)-819-8084	NB
517	2-0031-47-008	20-00713-WA	Eichberg Hall-Renovation Phase 2B	229 MLK jr	Savannah,	31401	Tony Hensley SCAD				ghensley@scad.edu	(912)-525-8028	NB
518	2-0144-11-007	20-07392-WA	230 Stephenson Interior Renovation	230 Steph	Savannah,	31405	Marcus Bradbury				mlb0021@auburn.edu	(334)-740-7375	NB
519	2-0015-30-001		Zunzi's Restaurant & Bar	236 Drayt	Savannah,	31401	Chris Smith				chris@zunzis.com	(407)-340-8585	NB
520	2-0016-14-304	21-09364-WA	McDonald's	246 W Br	Savannah,	31401	Felisha Charles				felishacharles@axiscompanies.com	(678)-395-4920	NB
521	2-1034-02-001	20-00076-WA	CreekFire Rally Building	275 Fort A	Savannah,	31419	Travis Marsh				tmarshconstructionservices@gmail.com	(912)-682-8678	NB
522			Concession Stand	275 Fort A	Savannah,	31419	Timmy Marsh				tmarshconstructionservices@gmail.com	(912)-682-9902	NB
523		20-06510-BC	Creekfire RV Park SPA	275 Fort A	Savannah,	31419	Timmy Marsh				tmarshconstructionservices@gmail.com	(912)-682-9902	NB
524	2-0003-02-004	20-04744-WA	Plant Riverside East-Steak & Wine	300 W.Riv	Savannah,	31401	Choate Construction Company				gcooper@choateco.com	(912)-347-7589	NB
525	2-0003-02-004	20-10035-WA	Plant Riverside East-Steak & Wine	300 W.Riv	Savannah,	31401	Choate Construction Company				gcooper@choateco.com	(912)-347-7589	NB
526			NIL	NIL	Savannah,	NIL	NIL				NIL	NIL	NB
527	2-0713-01-004		Telfair Rd, Building 300	300 Telfair	Savannah,	31415	Gavin Finley				gfinley@evans-gc.com	(912)-604-6896	NB
528	2-0004-18-008	19-11369-WA	Staybridge Suites Savannah Historical Distri	301 E Bay	Savannah,	31401	Steven Grogan				stevengrogan@13p.com	(912)-695-2111	NB

529		20-07605-BC	Stillwell Renovation	302 W Jon	Savannah,	31401	Tom beytagh				liltybee@gmail.com	(912)-507-8026	NB
530	2-0045-10-010	21-06419-WA	First Tabernacle Baptist Church	310 Alice S	Savannah,	31401	First Tabernacle/ William White				whwhite2@icloud.com	(912)-272-0566	NB
531		20-00175-WA	D & D Nails SPA	318 Mall B	Savannah,	31406	Danny V Dang	8 Oxford CT Savannah, GA 31419			danny52213@gmail.com	(714)-800-9297	NB
532	2-0713-01-003	20-06518-WA	Telfair Rd., Building 320	300 Telfair	Savannah,	31415	Gavin Finley				gfinley@evans-gc.com	(912)-604-6896	NB
533	2-0004-48-001	20-08734-WA	Kennedy Pharmacy	323.E Bro	Savannah,	31401	Jan Wade				kwade@brooksconstruct.com	(912)-657-0521	NB
534	2-0033-48-033	20-08733-WA	Davenport House	324 East S	Savannah,	31401	Jan Wade				kwade@brooksconstruct.com	(912)-657-0521	NB
535	2-0644-01-017	20-10025-WA	Social Security Administration	325 W Mc	Savannah,	31406	Robert Armstrong				farmstrong@huseygybaybell.com	(912)-354-4626	NB
536	2-0015-38-002	20-09987-WA	Savannah College of Art & Design, Pulaski H	328 Barba	Savannah,	31401	Tony Hensley SCAD				ghensley@scad.edu	(202)-210-5915	NB
537	2-0533-02-002	21-07636	Synovus-Mall BLVD Branch	330 Mall B	Savannah,	31406	The Pinyan Company				nyoung@pinyan.net	(912)-238-0003	NB
538	2-0031-25-007	21-0936	340-344 MLK Tenant Seperation	340-344 M	Savannah,	31401	Brooks Construction				iwade@brooksconstruct.com	(912)-657-0521	NB
539	2-0031-25-006	20-03268-WA	Tea Shop Downtown for Dennis Wang	346 MLK J	Savannah,	31401	Dennis Wang	641 East Henry Lane			wtsuiheng@gmail.com	(912)-306-0130	NB
540	2-0032-05-001	20-07918-WA	Asher+ Rye Mercantile(Rethink Design)	346&348	Savannah,	31401	Rethink Design, LLC				joel@rethinkdesignstudio.com	(912)-228-0557	NB
541	2-0033-12-029	21-03270-WA	Early Learning Center@Formey -HVAC Repl	400 East B	Savannah,	31401	Jeff Mitchell				jmitchell@chathamengineering.com	(912)-238-2400	NB
542	2-0006-05-019	21-08739-WA	Thompson Savannah Hotel Retail Upfit	402 Passa	Savannah,	31401	Ronnie Hall				rhall@balfourbeattys.com	(912)-414-8094	NB
543	2-0032-17-009	21-02499-WA	Circa Lighting Showroom Renovation	405 White	Savannah,	31401	Leticia DeLoach				deloach@circalighting.com	(912)-662-7885	NB
544		1733	20-08546-BC	Savannah Carriage	407 D Har	Savannah,	31401	Terry Powell			terpowell@pol.com	(912)-531-0975	NB
545	2-0074-50-003	20-05718-WA	Trolley Stop Food Court	409 Orcha	Savannah,	31405	Douglas kaufman	112 W 50th ST			douglaskaufman@hotmail.com	(912)-695-1781	NB
546	2-0031-25-011		Savannah Axe	410 West	Savannah,	31401	Charles Sandersen	410 W Jones St Unit A and B			charles@local-axe.com	(334)-399-0049	NB
547	2-0531-05-019	21-03443-BC	Little Wonders Learning Center	412 East N	Savannah,	31406	Elaine Kelly	412 East Montgomery Crossroad			elainekelly54@gmail.com	(912)-412-0129	NB
548	2-0491-06-001	20-06225-WA	McManamy Jackson-Law Office Expansion	415 Eisen	Savannah,	31404	Andrew Lynch AIA				alynch@lyncharch.com	(912)-349-5116	NB
549	2-0031-13-003	20-09503-BC	Courtyard by Marriott Savannah	415 W Lib	Savannah,	31401	Russell Perry				rperry@peachtreehotelgroup.com	(404)-414-9345	NB
550	2-0004-42-002A		Java Burrito	420 East B	Savannah,	31401	Kevin Rose				kevin@lksarchitects.com	(912)-308-4622	NB
551	2-0004-12-004	20-05856-BC	River Street Liquor	425 E Rive	Savannah,	31401	Jeff Notrica	P.O.Box 10027 Savannah, GA 31419			zandor@me.com	(912)-398-2340	NB
552	2-0015-04-031	20-07960-WA	427 E York Street Remodel	427 E York	Savannah,	31401	Jeff Whitlow (On beh	427 E York Street Savannah , GA			jeff@whitlowconstruction.com	(912)-313-7385	NB
553	2-0045-16-004	20-09790-WA	Wicked Cakes	466 Montg	Savannah,	31401	Chris Merrill				chris@cmerrillconstruction.com	(912)-988-8934	NB
554	2-1016-02-138	20-09728-WA	Office Expansion for Alto Systems	500 Morga	Savannah,	31407	John. s. Kern				jkern@kernengineering.com	(912)-354-8400	NB
555	2-0087-12-001	21-09201-WA	Savannah Arts Academy Addition and Reno	500 Wash	Savannah,	31401	Eric McManus AIA				eric@cogdellmendrala.com	(912)-234-6318	NB
556			2101695-WAS	Radio Broadcasting Studio- Plant Riverside	500 W Riv	Savannah,	31401	Choate Construction Company			ccooper@choatoc.com	(912)-330-7413	NB
557	2-0005-04-009	21-09342-WA	501 East Bay Apartments	501 East B	Savannah,	31401	Neil Dawson	325 West Congress Street			neildawson@ls3p.com	(912)-695-2111	NB
558	2-0089-22-043	20-07594-WA	Beauty Bar Boutique	503 Orcha	Savannah,	31405	Tonya Ferguson	811 Tavern Road Sav. GA 31419			b3boutique@yahoo.com	(912)-604-4107	NB
559	2-0031-34-003	21-07380-WA	Victory Grips	514 Berrie	Savannah,	31401	Todd Naugle AIA				tnaugle@lottsnaugle.com	(912)-234-5230	NB
560	2-0032-60-003		Ruskin Hall-Terrace Shading Structure	516 Drayt	Savannah,	31401	Tony Hensley SCAD	342 Bull Street Savannah , GA 31401			ghensley@scad.edu	(912)-525-8028	NB
561	2-0045-21-007		G B Lobster	518 Marti	Savannah,	31401	Anthony Scarpula	123 W. Gordon Street Apt A			savlobster@gmail.com	(323)-481-4053	NB
562			East Coast Warehouse	521 Morga	Savannah,	31322	Jim May				jim@andymayconstruction.com	(404)-510-5988	NB
563	2-0016-02-002	20-00155-BC	Southern Company Gas	533 West	Savannah,	31401	John				john@jdrncd.com	(912)-303-0432	NB
564	2-0014-13-001	20-00508-WA	Girl Scouts of Historic GA	535 East L	Savannah,	31401	Jim Marshall, Omega Construction				jimm@omegaconstruction.com	(912)-312-3867	NB
565	2-0033-02-014	20-06292-WA	St. Benedict the Moor	556 E. Gor	Savannah,	31405	Jan Wade Brooks Construction Group, LLC				kwade@broksconstruction.com	(912)-657-0521	NB
566	21-09111 BC	21-09390-WA	Sway Salon& SPA	600 E Bro	Savannah,	31401	Amy Thompson				dockpine9@yahoo.com	(912)-695-4550	NB
567		20-06745-WA	McDonald's	600 E Der	Savannah,	31405	Michael Carter				mikecventureconstruction.com	(678)-776-1470	NB
568	2-0113-19-005	20-03194-WA	McDonald's Remodel	600 E DeR	Savannah,	31405	William Peratta, Greenberg Farrow				wperatta@greenbergfarrow	(678)-427-5138	NB
569	2-0032-60-001	21-03408-WA	Renovation of the Chatham Appartment Bu	609 Aberc	Savannah,	31401	Patrick Phelps				pphelps@hansensavannah.com	(912)-234-8056	NB
570		21-07949	Kid City Daycare	621 Steph	Savannah,	31405	Keith Smith				andytmc@bellsouth.net	(404)-456-7860	NB
571		20-09394-WA	Economic Opportunity for Savannah	650 E Duff	Savannah,	31401	American Property Restoration				crystal@aprcat.com	(770)-733-3584/(470)-699-4862	NB
572	2-0031-46-001A	19-10569-BC	Savannah Children's Museum Phase I	650 W Jon	Savannah,	31401	Casey. B Smith AIA				csmith@cogdellmendrala.com	(912)-234-6318	NB
573	2-0045-28-012		The Culturist Union	701 Mont	Savannah,	31401	Joe Pelliccione-Forest City Contracting, LLC				joe@forestcitycontracting.com	(912)-704-3991	NB
574	2-0045-28-012	21-01304-WA	New Offices for Kole Management	701 Mont	Savannah,	31401	Jason Somers				jason@idrcnd.com	(912)-313-8513	NB
575	2-0105-13-011		Blue Poppy Designs	707 East G	Savannah,	31405	Stephen Remler Construction				sremler@bellsouth.com	(912)-352-4946	NB
576	2-0043-02-003 & 2-0043-02-004	20-02892-WA	711 & 719 East Broad Street Redevelopmen	711 & 719	Savannah,	31401	Andrew Lynch AIA				alynch@lyncharch.com	(912)-349-5116	NB
577	2-0491-07-010	21-03450-WA	Seaport Headquarters	716 Highla	Savannah,	31406	James Gallucci				james@pantheonadc.com	(631)-513-6370	NB
578	2-0105-13-002	21-01019	Bentley Dental	720 East G	Savannah,	31405	South Shore Builders				tessa@paderewskiconstruction.com	(912)-355-8030	NB
579		20-09548-WA	800 East Gwinnett St	800 East G	Savannah,	31401	Kareem Simmons				americanequity5@yahoo.com	(912)-323-3837	NB
580	2-0114-25-017	21-03550-WA	40 Volume Salon	816 E 71 s	Savannah,	31405	Charles Rouzer	816 E 71st ST, Savannah, GA 31404			rouzerproperties@yahoo.com	(912)-344-0007	NB
581	200 E Saint Julian St	20-01163-WA	820 Abercorn Street	200 E Sain	Savannah,	31401	Harvey Gilbert				hgilbert@gilbertzelle.com	(202)-441-007	NB
582	2-0105-09-005	20-07914-BC	2 Medical Arts Center	2 Medical	Savannah,	31405	Alexis Aubuchon				aaubuchon@hansensavannah.com	(912)-234-8056	NB
583		20-05967-WA	Tenant Upft for Jalisco Fresh	1000 Eiser	Savannah,	31406	Jalisco Fresh				jaliscofresh@gmail.com	(912)-484-0480	NB
584		21-08503-WA	Kid Fit 360	1012 E36t	Savannah,	31401	LeKrya Brown	47 Blackberry Circle Guyton, GA			kid.fitnessllc@gmail.com	(941)-421-9954	NB
585	2-0073-01-002	21-01257-BC	The Southern Palate	1014 W. S	Savannah,	31405	Shannon.L. McAdams				southernpalate1014@gmail.com	(912)-412-8554	NB
586			Tremont Temple Renovation	1110 Mart	Savannah,	31415	Joe Wallace				joe.wallace51@yahoo.com	(912)-234-0117	NB
587	2-0104-28-014	20-04505 BC	Center For Digestive and Liver Health	1139 Lexir	Savannah,	31404	Jennifer Pabian				jpabian@levinjonones.com	(404)-459-9411	NB
588			NIL	NIL	NIL	NIL	NIL				NIL	NIL	NB
589	2-0044-36-001	19-09327-WA	1201 Bull Street Bistro	1201 Bull	Savannah,	31401	Natalie Aiken				natalie@shaharchitecture.com	(912)-661-1229	NB
590	2-0055-02-010	21-05922-WA	Waters and Henry LLC	1216 Wat	Savannah,	31404	Waters and Henry LLC- Wynn Martin				wynn@trophypointreality	(912)-220-9806	NB
591		21-08715-WA	1308 MLK Mixed use Project	1308 MLK	Savannah,	31415	Stanley Knowles				skrinc@bellsouth.com	(404)-964-5601	NB
592	2-0053-12-003	21-01064-WA	Shuk Mediterranean Restaurant	1313 Hab	Savannah,	31401	Lynch Associates Architect				alynch@lyncharch.com	(912)-349-5116	NB
593	2-0052-29012	21-06596-WA	Crab House	1314 B Mc	Savannah,	31401	Zhi Feng				newspace@gmail.com	(404)-217-3458	NB
594		20-03749-WA	Change of Use to Child Case Center	11316 Aug	Savannah,	31415	Rutasha Robots				rutashabraham@yahoo.com	(912)-695-3953	NB
595	2-1030-50-1014	21-05986-WA	Bradley Point Apts	O Bradley	Savannah,	31419	W. Stephen Brannen				brannennews@gmail.com	(912)-655-4327	NB

596	2-0066-04-004, 2-00	21-03107-WA	1400 MLK Shell Improvements	1400 MLK	Savannah,	31401	Andrew Lynch				alynch@lyncharch.com	(912)-349-5116	NB
597	2-0054-10-001		1401 Paulsen St	1401 Paul	Savannah,	31401	Michael Condon	506 E Park Ave, Sav,GA 31401			mcondon@eskaa.com	(857)-499-0011	NB
598	2-0834-01-023		Miles Mediation Build-Out/TI	1480 Chat	Savannah,	31405	Evans General Contracto				brunkel@evans-gc.com	(912)-665-3024	NB
599		21-09179-WA	Apple Care	1512 Bull	Savannah,	31401	Shane Lacaille	C/O Apple Care Memorial Immediat			siacaille@applecaredoctors.com	(912)-349-4945	NB
600	2-001-009-001	21-07268	Savannah Golf Club Pickle Ball Pavilion	1661 East	Savannah,	31401	Andrew Lynch AIA				alynch@lyncharch.com	(912)-349-5116	NB
601	2-0010-09-001	21-05984-WA	Savannah Golf Club	1661 E Pre	Savannah,	31401	Stephen Brannen				brannenws@gmail.com	(912)-655-4327	NB
602		20-06197-BC	Buy-Rite Beauty	1775 Bent	Savannah,	31322	Nicholas Neal Construction, LLC				nick@nicolsneal.com	(770)-617-6567	NB
603		21-04051-WA	Nehds Logistics	1777 Bent	Savannah,	31407	Nick Nicols				nick@nicolsneal.com	(770)-617-6567	NB
604	2-1016-01-020	21-01473-WA	Lakes Pajamas	1777 Bent	Savannah,	31407	Nick Nicols				nick@nicolsneal.com	(770)-617-6567	NB
605	2-0064-14-001	21-08146-WA	Perc Coffee	1802 E Brd	Savannah,	31401	Joe Pelliccione- Forest City Contracting, LLC				joe@forestcitycontrating.com	(912)-704-3991	NB
606	2-0066-39-001		Delaney Rose Boutique, Build Out	1813 Bull	Savannah,	31401	Whitlow Construction Company, Inc				jeff@whitlowconstruction.com	(912)-313-7385	NB
607	2-0066-39-001	21-03275-WA	1815 Bull Street -White Box	1815 Bull	Savannah,	31401	Jeff Whitlow-Whitlow Construction Company, Inc				jeff@whitlowconstruction.com	(912)-313-7385	NB
608	2-0065-02-004	21-07017	John H Delaware Center Renovation	1815 Linc	Savannah,	31401	Eric O'Neil- Greenline Architect				eoneil@greenlinearch.com	(912)-629-2436	NB
609	2-0836-02-031	20-09453-BC	Tenant Interior Upfit for Pool Equipment an	1851 Chat	Savannah,	31405	Jay Andrews, Andrews Commercial Real Estate, LLC				jandrews@savcomrealestate.com	(912)-484-3794	NB
610	2-0065-04-005	20-08697-BC	Phillips Carson and Phillips	1901 Aber	Savannah,	31401	Gordon L Hitt				nickhitt@comcast.net	(912)-631-0403	NB
611		20-00292-WA	NCG Cinemas- Savannah Theatre Renovat	1901 E.Vic	Savannah,	31404	Nathan Hebekeuser				hebekeuser@mayottearchitects	(512)-657-3289	NB
612	2-0028-04-019	20-07397-WA	TCL Leasing & Transportation	1907 Louis	Savannah,	31415	Bragg Entrprises Inc.,				nick5338@att.net	(912)-748-7528	NB
613		21-01877-WA	Target #2331 Savannah, GA RGB	1907 E Vic	Savannah,	31404	Kodie Avalos(Harrison French&Associates, LTD				kodie.avalos@hfa-ae.com	(479)-272-7780 ext 234	NB
614	2-0083-03-012		Strech Zone	1909 E Vic	Savannah,	31404	Douglas Stewart				strechzonesav@gmail.com	(267)-205-6537	NB
615		20-03177-BC,	Johnstone Supply	1910 Mill	Savannah,	31401	Coker Construction				rshumate1@yahoo.com	(251)-776-4091	NB
616		21-03022-BC	O D Crab Restaurant	1915 E. Vi	Savannah,	31404	Owner				dfang1525@gmail.com	(912)-202-2878	NB
617	2-0065-06-006	20-00182-WA	Foxy Toxy Takeout Window	1919 Bull	Savannah,	31401	Joseph Pelliccione				joe@forestcitycontracting.com	(912)-704-3991	NB
618			Go Puff	1930 Mon	Savannah,	31401	Tim Shenk				tims@elderjones.com	(952)-345-6040	NB
619	2-0066-44-104	20-00582-WA	West House	1930 Mon	Savannah,	31401	Brinker Long				brinker@southernpinecompany.com	(912)-236-4112	NB
620	2-0083-03-009	20-09683-WA	Vanilla Box Renovation for	1935 E. Vi	Savannah,	31404	Jay W Andrews, Seahorse Investments, LLC				jandrews@savcomrealestate.com	(912)-484-3794	NB
621			Wing Stop	1935 E Vic	Savannah,	31404	Wade Marshall				wmarshall@calhounmc.com	(404)-788-8957	NB
622		20-06203-BC	Liberty City Plaza I Loundromat Expansion	1940 Mills	Savannah,	31405	Nirav Sheth	1940 Mills B Lane, Savannah, GA			nsheth912@gmail.com	(912)-659-1582	NB
623	2-0837-01-047	21-04130-WA	Parkway Crossing, Building 400	1980 Park	Savannah,	31405	JK Homes, Inc				mark@koterhomes.com	(912)-341-4865	NB
624			Shed	2015 Mitc	Savannah,	31405	Sonny Fuggett				jakori09@gmail.com	(912)-257-3771	NB
625	2-0599-01-004	20-03845-WA	Louisville warehouse SCAD	2041 Louis	Savannah,	31415	Tony Hensley, SCAD				ghensley@scad.edu	(912)-525-8028	NB
626	2-0079-10-002	21-01551-WA	2105 Skidaway Rd LLC	2105 Skid	Savannah,	31404	Marsha Hernandez	9535 Eden Church Rd,Cobtown			marsha20hernandez@gmail.com	(912)-210-3518	NB
627	2-0081-07-001	20-01236-WA	Starbucks Coffee Co#14467	2106 East	Savannah,	31404	Michael Martin				mike@permit.com	(608)-407-9090	NB
628	2-0082-03-015	21-02490-BC	Mike Smith	2107 Cola	Savannah,	31404	S C Dearing Inc				stevedearing45@yahoo.com	(912)-658-9841	NB
629	2-0083-02-002	20-00886-WA	Savannah GA Owner LLC	2125 E Vic	Savannah,	31404	Ronnie Hall				rhall@balfourbeattyus.com	(912)-414-8094	NB
630	2-0081-07-001		Planet Fitness(Tenant Improvement)	2142 E Vic	Savannah,	31404	Matt Stogner				matt.stogner@pfsoutheast.com	(704)-530-2599	NB
631	2-0598-01-001	21-06771-WA	City of Savannah-2155 West Gwinnett Stre	2155 West	Savannah,	31415	Greenline Architecture/ Keith Howington				khowington@greenlinerearch.com	(912)-629-5030	NB
632	21-01184-BC		Food Lion #2150 Remodel	2208 E De	Savannah,	31404	Stepanie Lewis (Little)				stephanie.lewis@littleonline.com	(704)-561-3248	NB
633		20-8450-BC	Shore Thang Fresh Fish	2301 Mon	Savannah,	31401	kareem Simmons				NIL		NB
634	2-0599-01-009	21-08467-WA	Savannah Collage of Art and Designs, Backl	2305 Louis	Savannah,	31415	Tony Hensley- SCAD	342 Bull Street, Savannah GA 31			ghensley@scad.edu	(202)-210-5915	NB
635	2-0599-01-009		Savannah Collage of Art and Designs, Backl	2305 Louis	Savannah,	31415	Tony Hensley- SCAD	342 Bull Street, Savannah GA 31			ghensley@scad.edu	(202)-210-5915	NB
636	2-0065-37-004	21-10476-WA	Sobremesa Wine Bar	2312 Aber	Savannah,	31401	Ryan ribeiro				ryan.ribeiro@certaintyhomeloans	(912)-944-9127	NB
637	2-0709-02-006	20-03701-WA	Vogue Tenant Improvement	2367 Trent	Savannah,	31405	BC Construction Group				matt@bcogp.com	(810)-355-2853	NB
638	2-0709-02-006	20-00644-WA	Epoch Toy Tenant Improvement	2367 Trent	Savannah,	31405	BC Construction Group				matt@bcogp.com	(810)-355-2853	NB
639	2-0709-02-006	20-00557-WA	PODS Tenant Improvement	2367 Trent	Savannah,	31405	BC Construction Group				matt@bcogp.com	(810)-355-2853	NB
640	2-0709-02-006		HSA-1 Savannah GA	2367 Trent	Savannah,	31405	Cleo Johnson				cleo.johnson@brrarch.com	(602)-386-4836	NB
641	2-0074-01-019		Sola Salon	2400 Bull	Savannah,	31401	Robin Burger	35 Whittington Dr.,Ste 100, Brov			robin@banyancs.com	(317)-448-6224	NB
642	2-0984-01-015L	21-05979-WA	Circle K Store	2404 Dear	Savannah,	31408	Dickinson Architects				cgosnell@dickinsonarchitects.com	(706)-722-7488	NB
643		21-06438-WA	Old Savannah City Missia Church	2414 Bull	Savannah,	31401	Larry Me Daniel				NIL	(912)-515-9560	NB
644	2-0075-08-016	20-06772-WA	Moodwright's	2424 Aber	Savannah,	31401	JDR Construction & Design., Inc				jennifer@jdrncd.com	(912)-303-0432	NB
645	2-0074-02-2014		2424 B Drayton's Street	2424 B Dr	Savannah,	31401	Josh Waters				josh@watersbuild.com	(912)-313-1388	NB
646	2-0065-47-022		Starland Diary Renovations	2425 Bull	Savannah,	31401	Nathan Fuller				nate@starlanddiary.com	(912)-856-0036	NB
647	2-0007-02-008	20-07017-WA	America's Second Harvest Cooler Addition	2501 East	Savannah,	31401	Andrew Lynch				alynch@lyncharch.com	((12)-349-5116x1	NB
648			NO	NO	NO	NO	Nathan Fuller				NO		NB
649	2-0076-10-0001		DCP HQ	2508 Wat	Savannah,	31401	Lee Mailler PE				lee.maillerpeng.com	(912)-231-9212	NB
650		20-00956-WA	Popeye's	2514 Bull	Savannah,	31401	Consolidated Contracting and Consulting INC				info@consolidated-us.com	(912)-354-6898	NB
651	2-0074-23-005	20-06008-WA	The Annex - Water Service Replacement	2605 White	Savannah, G	31401	Jay Maupin				jay@maupinengineering.com	(912)-235-2915	NB
652	2-0074-24-004	21-09782	2701 Bull Street	2701 Bull	Savannah, G	31401	Natalie Aiken				natalie@aiken.design	(912)-661-1229	NB
653	2-0088-0011	20-08562-WA	3204 Barnard Street	3204 Barn	Savannah, G	31405	Eco Friendly Contracting				efcontracting2000@gmail.com	(912)-344-4229	NB
654		21-05281-WA	Vasudev 108	3500 Ogee	Savannah, G	31405	Bhumi Patel				kashpt1993@gmail.com	(912)-331-6734	NB
655		20-05736-WA	Bun-Bao Restaurant	202 East	Savannah, G	31401	JDR Construction & Design, Inc				jennifer@jdrncd.com	(912)-303-0432	NB
656	2-0093-07-020		Crook Factory	4117 Mon	Savannah, G	31405	Greg Thornton				gwthorn@gmail.com	(912)-257-8608	NB
657	2-0835-01-002	21-07072	4250 Ogeechee Road Site & Bldg. Improven	4250 Ogee	Savannah, G	31405	The Dewitt-Tilton Group				baleigh@DewittTiltonGroup.com	(912)-777-3404	NB
658			McDonald's	4306 Ogee	Savannah, G	31405	Felesha Charles				feleshacharles@axiscompanies.com	(678)-395-4920	NB
659	2-0837-01-013	20-00440-WA	Taco's "El " Restaurant	4307 Ogee	Savannah, G	31405	Marco Hernandez	9902 Ferfuson Avenue, Savannah,			21elchigon1138@gmail.com	(912)-441-1821	NB
660	2-0836-02-004	21-02544-WA	New Era Hair Studio	4317 Ogee	Savannah, G	31405	Neil Sharma				neilsharma@live.com	(912)-604-7540	NB
661	2-0095-18-002	20-07383-WA	Bar Food Expansion	4521&452	Savannah, G	31405	Paula Letcher	4521 Habersham			paulaletcher@gmail.com	(912)-457-2727	NB
662	2-0105-02-002	912-330-7415	Calvary Day School - Building E - Administra	4625 Wat	Savannah, G	31404	Choate Construction Company				rstewart@choateco.com	(912)-330-7415	NB

663	2-0105-10-008	21-05983-WA	Renovations of Suite 200 Anderson Cancer	4700 Watevannah, G	31404	Eugene Maria				gmria@hansensavannah.com	(912)-234-8056	NB
664	2-0105-008	20-00102-WA	Memorial Health - Bi-Plane Room Renovati	4700 Watevannah, G	31404	Jeff Fogle, Batson Associates Inc				jrfogle@bainc.com	(864)-230-1137	NB
665	2-0105-008	21-06491-WA	Memorial Health Cath Lab 2	4700 Watevannah, G	31404	G. Michael Nelson, Batson Associates, Inc				gmnelon@bainc.com	(864)-775-5290	NB
666	2-0105-008	20-06169-WA	Memorial Health Gift Shop	4700 Watevannah, G	31404	G. Michael Nelson, Batson Associates, Inc				gmnelon@bainc.com	(864)-775-5290	NB
667	2-0105-10-008	19-10983-WA	HCA Memorial Health - NICU 10 Bed Level 2	4700 Watevannah, G	31404	Buddy McKeen				buddy.mckeen@jrvannoy.com	(854)-202-5407	NB
668			American Oncology Network	4700 Watevannah, G	31404	Collins Construction				tward@collinsconstructioninc.com	(912)-659-0081	NB
669	2-0105-10-008		Memorial Health UMC	4700 Watevannah, G	31404	Charles Tarr				ctarr@moodynolan.com	(614)-361-2117	NB
670	2-0105-008		Memorial Health	4700 Watevannah, G	31404	Jeff Fogle, AIA				jrfogle@bainc.com	(864)-230-1137	NB
671		21-7984-BC	Georgia Eye Institute	4720 Watevannah, G	31404	Jesse Stevens				jesse.stevens@hdarchitects.com	(601)-218-5858	NB
672	2-0105-08-002		SIC Endocrinology Suite	4849 Paulsvannah, G	31401	Jeff Fogle, Batson Associates Inc				jrfogle@bainc.com	(864)-230-1137	NB
673	2-0105-08-002	21-07253	Life Stance Health	4849 Paulsvannah, G	31401	Lyn Davies				lynd@precisionpermits.com	(616)-493-9326	NB
674	2-0105-10-008	20-09991-WA	Memorial Health B.H. Services (Clark Cente	5002 Watevannah, G	31404	Charles Tarr				ctarr@moodynolan.com	(614)-361-2117	NB
675	20-114-08-003		Foot & Ankle Associates	5102 Paulsvannah, G	31401	South Shore Builders PBA Paderewski Construction				tessa@paderewskiconstruction.com	(912)-355-8030	NB
676	2-0137-01-016		J&M Oil Distributors, Inc	5108 Skidvannah, G	31404	S108 Skidway, LLC				meghollis@gmail.com	(912)-507-9541	NB
677	2-0114-06-012	21-04483-WA	The Studio Savannah	5201 Watevannah, G	31401	Jeffery Young				jeffyoung4577@yahoo.com	(912)-271-1374	NB
678	2-0113-20-001	20-04882-WA	Histology & Cytology Lab Renovation, Cand	5353 Reynvannah, G	31405	Jeff Fogle, AIA				irfogle@bainc.com	(864)-230-1137	NB
679		20-04571-WA	Candler Hospital Professional Off Bldg, Suit	5354 Reynvannah, G	31405	Greg Menke				menkeg@sjchs.org	(912)-819-8084	NB
680		20-03883-WA	Publix 0522 Remodel	5500 Abervannah, G	31405	John A McIntyre - McIntyre Elwell & Strammer General				permits@mesgc.com	(941)-377-6800	NB
681	2-0124-02-002		Prime Fine Liquor and Cigars	5500 Abervannah, G	31405	South Coast Contracting Group				marlon@southcoastcg.com	(912)-339-5088	NB
682	19-08995-BC		Nathan's & Co. Jewelers	#23, 5500 vannah, G	31405	Steve Hanratty				stevehanratty@gmail.com	(912)-596-1537	NB
683	2-0130-01-008	20-00146-WA	Cycle Bar	5525 Abervannah, G	31405	David Gilpin				davidgilpin@gmail.com	(912)-414-8881	NB
684	2-0149-03-018	21-08151-WA	Tollison and Company LLC	5728 Skidvannah, G	31406	Tracey Tollison				tracey@tollisonandcompany.com	(912)-777-7394	NB
685	1-1005-07-016	20-01324-WA	Kellers Flea Market	5901 Ofeevannah, G	31419	Ting Harris				tharris@kellersfleamarket.com	(912)-927-4848	NB
686	1-1005-07-006		Border Equipment Company	5905 Ogeevannah, G	31419	Border Equipment Co	5905 Ogeechee Road, Savannah,			dwayne.collins@borderequipment.com	(706)-755-5769	NB
687	1-1029B-01-041	20-02121-WA	Davita Savannah Gateway Dialysis	5973 Ogeevannah, G	31419	HG7 Savannah, LLC Drew Hill					(407)-588-2124	NB
688	2-0154-05-001	21-01371-BC	Benedictine Military School	6502 Seavannah, G	31406	Garner Creel				gcreel@pinyan.net	(912)-713-5200	NB
689		21-06217-BC	Maginnis Orthodontics Remodel	6600 Abervannah, G	31405	Nick Decker				ndecker@reprisesdesign.com	(952)-562-3724	NB
690	2-0154-04-012	21-02176-WA	Sweet Soirees by Nicole	6610 Watevannah, G	31404	Nicole Johnson	1254 DJS way			njohnson1229@yahoo.com	(912)-272-9947	NB
691		21-09512	Chuck E Cheese	6700 Abervannah, G	31405	William Head				whead@pkwycon.com	(469)-470-2086	NB
692	2-0154-04-017	21-05652-WA	McDonald's	6740 Watevannah, G	31405	Emma Gibson				emmagibson@axiscompanies.com	(678)-395-4920	NB
693	2-0739-01-016	21-00960-WA	US Immigration and Customs (ICE)	7001 Chatvannah, G	31405	Robert Armstrong				ramstrong@husseygaybell.com	(912)-354-4626	NB
694	2-0739-01-016		Tenant Buildout FDA	7001 Chatvannah, G	31405	Robert Armstrong				ramstrong@husseygaybell.com	(912)-354-4626	NB
695				7090 Hodvannah, G	31406	Richard Hutcherson	101 Tappen Zee Dr. Pooler GA 31			rhutcherson@yahoo.com	(912)-344-0812	NB
696	2-0534-11-003	20-08324-WA	Alterations to Existing Fox And Weeks	7200 Hodvannah, G	31406	Jason Somers				jason@jdrcond.com	(912)-313-8513	NB
697		21-06246-WA	P J Thai	7201 Hodvannah, G	31406	Nicholas Fortenberry, MEP Design Engineer - Kern & Co				nfortenberry@kemengineering.com	(912)-651-1314	NB
698	2-0533-01-032	20-07878-BC	Top Crab Seafood & Bar	7201 Hodvannah, G	31406	Yufei Liu				joellu211@yahoo.com	(404)-430-3982	NB
699	2-0533-01-015	21-02902-BC	My Eye Dr	7203 Hodvannah, G	31406	Pat Moore - Brocon of Georgia				brocon2000@broconinc.com	(704)-309-2974	NB
700	2-0531-01-1032D	20-10146-WA	Lance Wolfson	7391 Hodvannah, G	31406	Lance Wolfson				l.wolfson@interiorarchitects.com	(704)-908-1544	NB
701	2-0534-08-001	21-06954	Smith Dental	7400 Abervannah, G	31406	South Shore Builders				tessa@baderewskiconstruction.com	(912)-355-8030	NB
702		21-03331-WA	Jeremiah's Italian Ice	7400 Abervannah, G	31406	Tree Frog Brothers LLC, C/o Nathan Vasquez				nvasquez@jeremiahsice.com	(912)-712-8016	NB
703	2-0531-01-035		Palmetto Infusion	7426 Hodvannah, G	31406	BMC Construction Services, Jeffrey Coombe				jcoombe.BMC@gmail.com	(912)-944-7632	NB
704	2-0558-03-001		Morsel / Food Delivery Service	7506 Whitvannah, G	31406	R L Construction Group Inc				rlreconstructiongroup@gmail.com	(912)-313-3295	NB
705		21-04179-WA	Guitar Center	7700 Abervannah, G	31406	Scott Frade				scott.frade@guitarcenter.com	(832)-248-1934	NB
706	2-0559-01-002	20-06836-WA	Oglethrope XRRP	7802 Abervannah, G	31406	Contracting Corp - Scott Kramer				permitting@iegroup.net	(813)-818-0932	NB
707		21-09149-WA	Pemiere Selfie Museum	7804 Abervannah, G	31406	Annette Neal Marshall Jenkins					(912)-508-4301	NB
708		21-03891-WA	Basil Thai Kitchen	7804 Abervannah, G	31406	Mosad Elewa				info@mcdart.net	(813)-333-2717	NB
709	2-0559-01-004	20-10027-BC	Cold Stone Creamery	7804 Abervannah, G	31406	Mukesh Korat	Mukesh Korat			lucky.aryalc@gmail.com	(912)-604-9556	NB
710		21-01581-WA	Crab Du Jour Cajun Seafood	7804 Abervannah, G	31406	Zhi Feng				newspace@gmail.com	(404)-217-3458	NB
711	2-0558-03-006B	21-06339-WA	Starbucks Coffee Co	7805 Abervannah, G	31406	Michael Martin				mike@permit.com	(608)-407-9090	NB
712	1-0046-01-015	20-01848-WA	Rita's Ice of Savannah	7878 E, USavannah, G	31406	Anthony Krowczyk				anthony@thebasincompany.com	(815)-914-4823	NB
713		21-02006-WA	Burger King - White Bluff	7923 Whitvannah, G	31406	Paul J Scott				pauls@hudsoncc.com	(678)-414-2962	NB
714	9-0560-01-016	21-06687-BC	McDonald's	7979 Whitvannah, G	31406	Felesha Charles				feleshacharles@axiscompanies.com	(678)-395-4920	NB
715		21-00761-WA	Home Goods	8108 Abervannah, G	31406	Michelle Marklew				kgriif34958@aol.com	(912)-713-1079	NB
716	2-0560-01-016	21-06786-WA	Suite G Vanilla Box	8108 Abervannah, G	31406	Pioneer Construction Inc.				info@pioneersavannah.com	(912)-650-1850	NB
717		20-08125-WA	Marshalls	8108 Abervannah, G	31406	Patrick Marklew				patm639@aol.com	(912)-596-3998	NB
718	2-0560-01-016		Milan Laser Hair Removal	8108 Abervannah, G	31406	Matthew Schivera				mschivera@westgc.com	(912)-658-2387	NB
719												NB
720	2-0561-03-002	19-11582-WA	Savannah Endocrinology	8310 Whitvannah, G	31406	Timothy Kinsey				tim@coresav.com	(912)-344-8290	NB
721	2-0590-02-003C	21-02084-BC	Pep Boys Auto	8702 Abervannah, G	31406	Matt Murray				mmurray@bumhamnationwide.com	(312)-296-1577	NB
722	2-0590-02-003C		Advance Auto Parts	8702 Abervannah, G	31406	Lulu Chang-Xiong, Core States Group Designer				lchang-xiong@core-states.com	(612)-547-1316	NB
723		20-03109-WA	Tesla Center	8805 Abervannah, G	31406	Susan Mukaeda				smukaeka@tesla.com	(501)-552-7425	NB
724	2-0589-03-002A	21-06249-WA	Medical Office	8890 Abervannah, G	31406	PJR Properties/Randolph Bisho				randbishop@aol.com	(912)-713-4466	NB
725	2-0589-08-039		Food Lion #1181 Interior Remodel	8914 Whitvannah, G	31406	Pete Dykema, AIA				peted@fsarchitects.com	(757)-633-3318	NB
726		21-04709-WA	Shear Elegance Salon	10010 Abevannah, G	31406	Ashley Vick				ashley.lore@comcast.net	(912)-507-5650	NB
727	2-0646-02-043	21-06024-WA	J C Lewis Automotive LLC	10101 Abevannah, G	31406	Michael Offer				moffer@jclewisford.com	(912)-629-9294	NB
728		21-05447-WA	Dollar Tree	10402 Abevannah, G	31406	Navetta Clayton				nclayton@rmm.com	(757)-213-6362	NB
729		21-02466-WA	Sunabella at Savannah	11310 Whavannah, G	31406	Mainstay Senior Living, LLC				thomas.ryan@garrardinc.com	(863)-605-1715	NB

Exhibit “B”

ARTICLE U. UTILITY SERVICE FEES

Section 1. LEVY OF UTILITY SERVICE FEES; EFFECTIVE DATE

(A) Levy of Fees. Utility service fees for water, sewer, and refuse services are hereby levied within the areas of Chatham County which are served by the City of Savannah. Utility service fees as levied shall be billed bi-monthly according to rate schedules shown in this Article; provided, however, large industrial accounts may be billed monthly. Where service is available water, sewer, and refuse charges shall be “bundled”; that is, for each active customer account the three utility services shall be billed and fees paid singularly, based upon *availability* of each service.

(B) Effective Date of Rates. Utility rates as provided herein shall become effective in accordance with **Article A** of this document.

Section 2. WATER SERVICE FEES

(A) Water Charges - Inside City (Bi-monthly). The following shall constitute the water service charges for property located inside the City, billed bi-monthly.

GENERALLY

\$11.06 base (availability) charge, plus \$1.19 per 100 cubic feet for the first 1,500 cubic feet of water used. Water used in excess of 1,500 cubic feet shall be charged at \$1.37 per 100 cubic feet.

APARTMENTS

Apartment buildings and projects containing two or more units on a single water meter shall be charged \$11.06 per unit base charge, plus \$1.19 per 100 cubic feet for the first 1,500 cubic feet per dwelling unit, whether occupied or not. Water used in excess of 1,500 cubic feet per dwelling unit shall be charged at \$1.37 per 100 cubic feet. In such case, the property owner shall be responsible for water charges.

HOTELS AND MOTELS

Hotels and motels located inside the City and served by a single water meter shall be charged a bi-monthly rate of \$5.53 per unit base charge, plus \$1.19 per 100 cubic feet for the first 1,500 cubic feet of water used per unit. Water used in excess of 1,500 cubic feet per unit shall be charged at \$1.37 per 100 cubic feet.

MINIMUM WATER CHARGES ON METERS INSIDE CITY

Meter Size	Minimum Charge	Cubic Feet Allowed
5/8"	\$11.06	None
1"	\$65.90	4,200
1 1/2"	\$87.82	5,800
2"	\$115.22	7,800
3"	\$164.54	11,400
4"	\$211.12	14,800
6"	\$309.76	22,000
8"	\$419.36	30,000
10"	\$528.96	38,000

(B) Water Charges - Outside City (Bi-Monthly). The following shall constitute the water service charges for property located outside the City, billed bi-monthly:

GENERALLY

\$16.59 base (availability) charge, plus \$1.78 per 100 cubic feet for the first 1,500 cubic feet of water used. Water used in excess of 1,500 cubic feet shall be charged at \$2.05 per 100 cubic feet.

APARTMENTS

Apartment buildings and projects containing two or more units on a single water meter shall be charged \$16.59 per unit base charge, plus \$1.78 per 100 cubic feet for the first 1,500 cubic feet per dwelling unit, whether occupied or not. Water used in excess of 1,500 cubic feet per dwelling unit shall be charged at \$2.05 per 100 cubic feet. In such case, the property owner shall be responsible for water charges.

HOTELS AND MOTELS

Hotels and motels located outside the City and served by a single water meter shall be charged a bi-monthly rate of \$8.30 per unit base charge, plus \$1.78 per 100 cubic feet for the first 1,500 cubic feet of water used per unit. Water used in excess of 1,500 cubic feet per unit shall be charged at \$2.05 per 100 cubic feet.

MINIMUM WATER CHARGES ON METERS OUTSIDE CITY

Meter Size	Minimum Charge	Cubic Feet Allowed
5/8"	\$16.59	None
1"	\$98.64	4,200
1 1/2"	\$131.44	5,800
2"	\$172.44	7,800

3"	\$246.24	11,400
4"	\$315.94	14,800
6"	\$463.54	22,000
8"	\$627.54	30,000
10"	\$791.54	38,000

(C) Charges for Filling Swimming Pools with Water from Fire Hydrants.

Charges for filling swimming pools from fire hydrants shall be as follows:

Hook-up fee - \$50.00 per event

Plus water and sewer consumption charges according to the rates provided herein, based on pool capacity.

Prior to use of a fire hydrant for filling a pool, application shall be made to the Water Distribution Manager. No pool may be filled from a fire hydrant without the prior approval of the Utility Services Administrator and an authorized representative of the Savannah Fire Department.

(D) Wholesale Municipal Water Rate. The City has entered into the following wholesale water supply agreements with other municipalities:

Municipality	Date
Garden City	June 19, 1992
Pooler	July 25, 1997
Port Wentworth	February 28, 2001
Effingham County	April 1, 2002
Bryan County	August 28, 2002

Pursuant to these agreements, effective April 1, 2021, the wholesale rate for water sales to municipalities shall be \$2.38 per one thousand gallons, which is equivalent to \$1.78 per 100 cubic feet. Prior to April 1, 2021, the rate shall be \$2.26 per one thousand gallons which is equivalent to \$1.69 per 100 cubic feet.

(E) Reclaimed Water Charges

The rate of charge for reclaimed water delivered pursuant to agreements between the City and reclaimed water customers shall be \$.42 per 1000 gallons.

Charges for reclaimed water shall be based on actual or estimated metered usage for each reclaimed water customer. Bills for reclaimed water shall be rendered on a monthly basis, and shall be due at the same time and in the same manner as charges for regular water service.

In addition to the consumption charge provided for above, reclaimed water customers shall be billed a base charge in accordance with agreements between the City and the customer.

Section 3. SEWER SERVICE FEES

(A) Sewer Service Charges - Inside City (Bi-monthly). The following shall constitute the sewer service charges for property located within the City, billed bi-monthly:

GENERALLY

User Category	Base (Availability) Charge	0-1,500 Cu. Ft. of Water Used	Over 1,500 Cu. Ft. of Water Used
A	\$8.80	\$3.88	\$4.26
B	\$8.80	\$4.00	\$4.41
C	\$8.80	\$4.00	\$4.41
E	\$8.80	\$3.88	\$4.26
F	\$8.80	\$3.88	\$4.26

APARTMENTS

Apartment buildings and projects containing two or more units on a single water meter and discharging residential type waste water shall be charged \$8.80 per unit base charge, plus \$3.88 per 100 cubic feet of water used for the first 1,500 cubic feet per unit, whether occupied or not. The sewer charge for water used in excess of 1,500 cubic feet per unit shall \$4.26 per 100 cubic feet.

HOTELS AND MOTELS

Hotels and motels located inside the City and served by single water meter and discharging residential type waste water shall be charged a bi-monthly sewer rate of \$4.40 per unit base charge, plus \$3.88 per 100 cubic feet of water used for the first 1,500 cubic feet per unit. The sewer charge for water used in excess of 1,500 cubic feet shall be \$4.26 per 100 cubic feet.

(B) Sewer Service Charges - Outside City (Bi-Monthly). The following shall constitute the sewer service charges for property located outside the City, billed bi-monthly:

GENERALLY

User Category	Base (Availability) Charge	0-1,500 Cu. Ft. of Water Used	Over 1,500 Cu. Ft. of Water Used
A	\$13.20	\$5.82	\$6.39
B	\$13.20	\$6.00	\$6.61
C	\$13.20	\$6.00	\$6.61
D	\$8.80	\$4.34	\$4.34
E	\$13.20	\$5.82	\$6.39
F	\$13.20	\$5.82	\$6.39

* Isle of Hope, Chatham County Industrial Park, Runaway Point, Thunderbolt, and Pooler at "D" rates. Effective April 1, 2021, the Class D

rate will be changed to \$4.64 per 100 CCF (which is equivalent to \$6.20 per 1000 gallons) with a base charge of \$8.80.

APARTMENTS

Apartment buildings and projects containing two or more units on a single water meter and discharging residential type waste water shall be charged \$13.20 per unit base charge, plus \$5.82 per 100 cubic feet of water used for the first 1,500 cubic feet per unit, whether occupied or not. The sewer charge for water used in excess of 1,500 cubic feet per unit shall be \$6.39 per 100 cubic feet.

HOTELS AND MOTELS

Hotels and motels located outside the City and served by a single water meter and discharging residential type waste water shall be charge a bi-monthly sewer rate of \$6.60 per unit base charge, plus \$5.82 per cubic feet of water used for the first 1,500 cubic feet per unit. The sewer charge for water used in excess of 1,500 cubic feet shall be \$6.39 per 100 cubic feet.

(C) Sewer User Categories. The sewer user categories upon which the sewer charges are based are defined as follows:

- User Category A:** Residential (with sewer cap).
- User Category B:** Small industrial users - less than 25,000 gallons per day, with industrial waste water characteristics.
- User Category C:** Large industrial users - over 25,000 gallons per day, with industrial waste water characteristics.
- User Category D:** Municipal and County governments with sewage collection facilities.
- User Category E:** Non-residential (no sewer cap)
- User Category F:** Irrigation System (with sewer cap)

(D) Sewer Service Charge Limits. Sewer service charges as provided herein shall be limited as follows:

(1) Residential, Single Family and Multi-family Complexes. Bi-monthly sewer charges for single family residences and multi-family residential housing complexes shall be limited to the base sewer charge per unit plus consumption charges on a maximum of 5,000 cubic feet of water used per unit bi-monthly.

(2) Non-residential & Housing Complexes of Ten Units or More. Any non-residential water customer and any residential housing complex of ten units or more may apply for a separate water meter to serve only an irrigation system where there is no connection to the City sewer system and where none of the water passing through such meter enters the City sewer system. Such applicant shall pay all tap-in and meter installation fees and costs. The City shall have the right to inspect any such irrigation

system pursuant to Code Section 5-1025.

Upon specific application to the City, sewer charges shall be limited to the base charge, plus consumption charges on a maximum of 5,000 cubic feet of water used bi-monthly through any such meter dedicated solely to provide water to an irrigation system. Such charges shall be considered to be sewer availability charges. Charges for water service shall include the water base charge and water consumption charges for the full amount of water used.

(3) Water Used in Manufactured Products. In any case where a manufacturing industry uses all or a portion of its total water consumption in its finished product, sewer charges may be limited by one of the following methods:

(a) A separate meter to measure water used totally in a manufacturing process may be installed where there is no connection to the City sewer system and where none of the water passing through such meter enters the City sewer system. The applicant for such separate meter shall pay all tap-in and meter installation fees and costs. Sewer charges for water passing through such meter shall be limited to the base charge, plus consumption charges on a maximum of 5,000 cubic feet of water used bi-monthly. Such charges shall be considered to be sewer availability charges. Charges for water service shall include the water base charge and water consumption charges on the full amount of water used.

(b) Charges for water and sewer service may be in accordance with a water and sewer agreement between the City and an industrial customer. Each such case will be considered individually, not as part of a group.

(4) Water Used in Cooling Towers. In any case where water is utilized in cooling towers, sewer charges may be limited by the following method:

(a) A separate water service line with approved water meter and backflow units shall be installed to provide and measure the total water used in each cooling tower. The applicant for such separate service line(s) and meter(s) shall pay all tap-in and meter costs and installation fees. Sewer charges for water passing through such meter shall be limited to the sewer base charge, plus sewer consumption charges calculated at 50% of the water flow registered through the water meter. Such charges shall be considered to be sewer availability charges. Charges for water service shall include the water base charge and water consumption charges on the full amount of water flow registered through the water meter. The applicant will be responsible for the following:

(1) The design and installation of the cooling tower water service shall be at no cost to the City. Prior to construction of said chiller water service, the engineering design thereof from City of Savannah water main to the tower(s) shall be submitted for review and approval by the City of Savannah Water and Sewer Planning and Engineering Division of the Public Works & Water Resources Department;

(2) Upon completion of construction, inspection and acceptance by the City of Savannah, the service lateral from the City of Savannah water main to the water meter shall become the property of the City of Savannah and Savannah shall be responsible for the operation and maintenance thereof. All portions of the cooling tower water service lateral on the customer's side of the water meter including operation, maintenance, repair, replacement and any damages resulting therefrom, shall be the responsibility of the customer/property owner;

(3) The customer shall establish an individual water service account through the City's Revenue Department for each cooling tower water supply line.

(E) Sewer Surcharges for Excessive Loading. Industries discharging wastewater with concentrations of BOD above 250 mg/L, COD above 425 mg/L, suspended solids above 225 mg/L, and/or ammonia-nitrogen above 12 mg/L will be assessed a sewage treatment surcharge. The surcharge will be \$0.16 for each excessive pound of BOD or COD, \$0.16 for each excessive pound of suspended solids, and \$0.45 for each excessive pound of ammonia-nitrogen. These surcharges shall also apply to all industrial waste haulers discharging into the sewer collection system.

(F) Septic Tank Disposal Fee

(1) Septic Tank Haulers. Fees for septic tank disposal at the President Street Treatment Plant shall be \$75.00 per 1,000 gallons. Fees for brown grease disposal shall be \$250.00 per 1,000 gallons.

(2) Industrial Wastewater Haulers. Fees for permitted industrial wastewater hauled to and disposed at the President Street Treatment Plant shall be \$75.00 per 1,000 gallons. Additionally, surcharges for any excessive BOD/COD, suspended solids, and/or ammonia as provided in Article U, Section 3, Paragraph (E) of this ordinance will be assessed.

(G) Grease Trap Inspection Fees.

All facilities required to maintain a grease trap or oil and water separator will pay an annual inspection fee of \$50.00.

(H) Vehicle Inspection Permit Fees

There shall be an annual inspection of each commercial waste transport tank truck prior to issuance of the required permit for each vehicle. The annual inspection permit fee for commercial waste transporters shall be \$250.00 for the first vehicle and \$100.00 for each additional vehicle.

(I) Televising Fees

All sewer lines, 8" (inch) in diameter and larger, shall be televised at a charge of \$1.25 per linear foot with a set-up fee in the amount of \$120.00. These fees shall apply to all sewer lines installed within public right-of-ways and easements, including lines

located on private property that are connected to the public lines.

Section 4. WATER METER SALE, INSTALLATION, AND TAP-IN FEES

(A) Sale and Installation of Small Meters. Fees for installing, and changing meters or providing water meters for plumbers to install shall be as follows:

Meter Size	Tap-in and Installation by				Change at Customer's Request			
	Plumber	City	AMR	AMI	Same Size AMR	Next Size AMR	Same Size AMI	Next Size AMI
5/8-3/4 Inch Short side	\$450.00	\$350.00	\$500.00	\$525.00	\$200.00	\$250.00	\$225.00	\$275.00
5/8-3/4 Inch Long side	\$850.00	\$550.00	\$700.00	\$725.00				
1 Inch Short side	\$500.00	\$400.00	\$550.00	\$575.00	\$250.00	\$375.00	\$275.00	\$400.00
1 Inch Long side	\$600.00	\$600.00	\$675.00	\$700.00				
1 1/2 Inch Short side	\$650.00	\$550.00	\$700.00	\$725.00	\$375.00	2" AMR Required	\$400.00	2" AMR Required
1 1/2 Inch Long side	\$850.00	\$750.00	\$900.00	\$925.00				

(B) Sale of Large Water Meters. Fees for providing large meters to licensed master plumbers for installation in the City system shall be as follows:

Meter Size	Non-Compound			Compound	
	Meter Type	ULFM AMR Cost	ULFM AMI Cost	AMR Cost	AMI Cost
2 Inch				\$1,350.00	\$1,400.00
3 Inch				\$1,600.00	\$1,650.00
4 Inch	ULFM AMR	\$4,500.00	\$4,550.00	\$2,500.00	\$2,550.00
6 Inch	ULFM AMR	\$6,000.00	\$6,000.00	\$3,500.00	\$3,550.00
8 Inch	ULFM AMR	\$7,500.00	\$7,500.00	\$5,550.00	\$5,600.00

(B) Fee of Water Line Tap by City. The fees to cover City costs of tapping into the City's water mains or water lines for the installation of water meters two inches and larger, fire lines, or service extensions shall be according to the following schedule:

Tap Size	Fee for
2 Inch	\$250.00
4 Inch	\$350.00
6 Inch	\$350.00
8 Inch	\$450.00
10 Inch	\$550.00
12 Inch	\$650.00

*The fee for a three inch or larger tap into the City's water main shall be waived when such tap is made to serve a fire sprinkler system within a building which meets the following conditions:

The building must be located within:

- o The Broughton Street Urban Redevelopment Area, which is bounded on the west by Martin Luther King, Jr. Boulevard, on the east by East Broad Street, on the north by Congress Street, and on the south by State Street; or
- o The Phase I Martin Luther King, Jr. Boulevard and Montgomery Street Corridor Study Area as defined by the Revitalization Plan adopted by resolution of City Council on October 21, 1999 which is generally bounded by the centerline of River Street on the north, the centerline of Jones Street on the south, Jefferson Street on the east, and portions of Anne Street (River Street to Oglethorpe Avenue), Fahm Street (Oglethorpe Avenue to Turner Blvd) and West Boundary Street (Turner Blvd to Jones Street) on the west; or
- o The Phase II Martin Luther King, Jr. Boulevard and Montgomery Street Corridor Urban Redevelopment Area as adopted by resolution of City Council on December 12, 2002, which is generally bounded by Jones Street on the north, 52nd Street on the south, properties abutting Montgomery Street on the east, and properties abutting Martin Luther King, Jr. Boulevard on the west, as more fully described by the Urban Redevelopment Plan adopted by City Council December 12, 2002; The building must be close to an adequate water supply; The property owner must sign an owner/client declaration accepting responsibility for maintaining and repairing the lateral;

The tap must be made in connection with a project which involves substantial renovation of a historic structure. Substantial renovation is defined as a renovation where the construction cost exceeds 50% of the assessed value of the building (excluding the valuation of the land) per existing building codes and City code; or the project must involve new infill construction.

(D) Water Tap-in Fee

(1) Fee Schedule. A Water Tap-in Fee shall be paid to the Revenue Department prior to the connection of any service line to the City's water system according to the following schedule:

- (a) Inside City: \$600.00 per residential unit, or equivalent residential unit, or any fraction thereof
- (b) Outside City: \$900.00 per residential unit, or equivalent residential unit, or any fraction thereof

(2) Determination of Equivalent Residential Units. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the guidelines in Section 4 (E) (4) Water Use Standards, of this Article U.

(3) Applicability of Fee. The Water Tap-in Fee shall be charged for any water meter service application submitted to the City on or after July 1, 1995. However, for applications for service within developments covered by Water and Sewer Agreements dated on or before July 1, 1995, the Water Tap-in Fee shall be charged for any water meter service application submitted to the City on or after July 1, 1996.

(4) Exemption. The Water Tap-in Fee shall not be charged for a meter serving an owner occupied dwelling located inside the City which is served by existing water and sewer lines not requiring a line extension, and which is in an area not covered by an unexpired Water and Sewer Agreement.

(E) Sewer Tap-in Fee

(1) Fee Established. A sewer tap-in fee shall be paid to the Revenue Department prior to issuance of a permit to connect to a sanitary sewer line. The tap-in fee shall be based on residential unit or equivalent residential unit, or any fraction thereof.

(2) Sewer Tap-in Rates. The sewer tap-in fee per residential unit or equivalent residential unit, whether single or multiple tap-ins, which is made to the sanitary sewer line shall be as follows:

(a) Inside City: \$400.00 per residential unit, or equivalent residential unit, or any fraction thereof

(b) Outside City: \$500.00 per residential unit, or equivalent residential unit, or any fraction thereof

(3) Equivalent Residential Unit. The determination of a structure's equivalent residential units shall be based on estimated water consumption as shown in guidelines provided in Section (d) below. If guidelines are not provided for a particular application, the estimated water consumption and sewage flow shall be determined by the Water and Sewer Administrator of the City based on projected actual average water demand by the structure.

(4) Water Use Standards. The standards in the table below shall be used in the determination of water consumption. If the table does not provide information for a particular application, the estimated water consumption shall be as calculated by the Water and Sewer Administrator.

Type of Structure	Water Usage (GPD)
Apartment, One Bedroom	100 per apartment
Apartment, Two Bedrooms	150 per apartment
Apartment, Three Bedrooms	300 per apartment
Assembly Hall	3 per seat
Automotive Repair Shop/Tire Shop	60 per bay
Bakery	15 per 100 sq. ft.
Banks	30 per 200 sq. ft.
Barber Shop	30 per chair
Beauty Salon	60 per chair
Boarding/Rooming House**	100 per room
Bowling Alley	30 per lane
<u>Car Wash</u>	
Hand Wash	400 per location
Wand Wash	125 per bay
Automated	7,000 per site
Church without Day Care	2 per seat
Clinic	40 per exam room
Coffee Shop	100 per 200 sq. ft.
Convenience Store	350 per 1,000 sq. ft.
Correctional Institution/Prison	100 per bed
Country Club, Recreation Facility	25 per member
Day Care Center with Meals	8 per person
Dental Office	60 per chair
Department Store	3 per 100 sq. ft.
Dormitory	80 per room
Drug Store	700 per store
Fitness Center	6 per 100 sq. ft.
Food Service Establishments with Restrooms and Kitchen **	
1) Restaurant, less than 24-hours per day operation	20 per seat
2) Cafeteria, less than 24 hours per day operation	35 per seat
3) Restaurant, 24 hours per day operation	25 per seat
4) Drive-in Restaurant	50 per car space
5) Carry-out Only	20 per 100 sq. ft.
Grocery Store	5 per 100 sq. ft.
Hospital	250 per bed
Hotel/Motel No Kitchen	100 per room
Kindergarten, No Meals	10 per person
Kitchen for Day Care, Kindergarten	10 per person

Laundry, Self-Service	135 per machine
Laundry, Commercial	950 per machine
Library	60 per 1,000 sq. ft.
Mobile Home Park	300 per site
Nail Salon	40 per chair
Nursing Home	95 per bed
Office	15 per 200 sq. ft.
Physician's Office	50 per exam room
RV Park	150 per lot

Schools

Day, Restrooms and Cafeteria	6 per person
Day, Restrooms, Gym and Cafeteria	10 per person
Seafood Market	120 per 100 sq. ft.
Stadium	1 per seat
Tavern, Bar, Cocktail Lounge - No meals	10 per seat
Theater	2 per seat
Veterinary Hospital - Non-Boarding	70 per room
Veterinary Hospital – Boarding	200 per room
Warehouse	3 per 1,000 sq. ft.

****Add 500 gallons per machine to amount indicated if laundry or dish washing machines are to be used.**

(F) Reclaimed Water Project Connection Fee.

(1) Fee Schedule. A connection fee for funding reclaimed water projects shall be paid to the Revenue Department prior to the connection of any new service line to the City's water and/or sewer system. The fee shall be computed at the rate of \$600.00 per residential unit, or equivalent residential unit, or any fraction thereof.

(2) Determination of Equivalent Residential Units. The determination of water consumption for the purpose of determining the number of equivalent residential units shall be based on the guidelines in Section 4 (E) (4) Water Use Standards, of this Article U.

(3) Applicability of Fee. The Reclaimed Water Project Connection Fee shall be charged for any water meter service application submitted to the City on or after January 1, 2010.

(4) Exemption. The Reclaimed Water Project Connection Fee shall not be charged for a meter serving an owner occupied dwelling located inside the City which is served by existing water and sewer lines not requiring a line extension, and which is in an area not covered by an unexpired Water and Sewer Agreement.

Section 5. WATER AND SEWER ADDITIONAL CONNECTION FEES

(A) Additional Connection Fees. All new customers connecting to the City's water or sewer system within a service area for which an additional connection fee has been established shall pay such fee prior to connecting to the water or sewer system. The additional connection fee shall be based on a residential unit, or equivalent residential unit, or any fraction thereof. The amount of the fee shall be determined by the terms of the water and sewer agreement if the location to be served is covered by a current agreement. If the location is not covered by a current water and sewer agreement, the additional connection fee per residential unit, or equivalent residential unit shall be as follows:

SERVICE AREA	WATER	SEWER
Apache Road from midway between Shawnee and Mohawk to Dutchtown Road	\$1,080	
Archer Street from Homer to unopened right-of-way	\$1,080	
Ben Kell Road from Coffee Bluff to dead end	\$1,080	\$1,080
Benton Boulevard - Godley West	\$320	
Betz Creek Lift Station		\$500
Blossom/Emdale Avenue	\$420	
Bradley Point Plantation	\$290	\$375
Bryan County	\$900	
Calhoun Street from Homer to Stark	\$1,080	
Chatham Parkway	\$350	\$750
Coffee Bluff Villa Road from Coffee Bluff to west end	\$1,080	\$1,080
Crossroads Sewage Plant		\$2,300
Day's Inn (Airport)	\$365	\$110
Dean Forest Corridor		\$50
Dovetail Lift Station (Pump Station 107)		\$300
Dutch Island	\$740	\$1,980
Dutchtown Road from Apache to 225 feet east of Apache	\$1,080	
Dutchtown Road from Quail Hollow Road to a point 225 feet east		\$1,080
East 60th Lane from Cedar east to Lots 5/8 Summerside		\$1,080
Effingham County	\$900	
Gateway Service Area/West		\$570
Gateway Village, Canebrake, Redding	\$380	\$570
Georgetown		\$700
Georgetown/Gateway 12" Water Connector	\$600	
Godley West	\$70	\$345
Habersham Plantation	\$585	\$1,056
Heathcote Annex		\$1,500
Homer Avenue from Calhoun to dead end	\$1,080	
Hoover Creek (Gravity Sewers)		\$695
Hoover Creek (Lift Station)		\$330
Hutchinson Island - City	\$1,000	\$1,600
Hutchinson Island - County Fee	\$2,238	
Hutchinson Island Annex	\$1,200	\$1,700
Islands – Whitmarsh/Wilmington		\$975
Lynes Parkway Industrial Center	\$110	\$80
Mega Site/Dean Forest	\$1,300	\$900

Mistwood	\$100	\$125
Mitchell Street from Canal to ACL Boulevard		\$1,080
Mohawk Street from Rio Road to Apache	\$1,080	\$1,080
NorthPort/GA Ports	\$365	
Pooler	\$1,415	
Port Wentworth	\$1,062	\$2,345
President Street Plant		\$2,250
Remington Park		\$1,500
Rio Road from Shawnee to Mohawk and from Abercorn south to end of street	\$1,080	\$1,080
Rose Dhu Avenue - Waubun to Rose Dhu Road	\$1,080	
Rose Dhu Road from Rose Dhu Avenue to Rose Dhu Island Road	\$1,080	
Ross Road from Ogeechee to Lots 17/7		\$2,200
Sasser Development on Johnny Mercer Boulevard	\$380	\$230
Sasser Lift Station #142		\$375
Savannah Industrial Park		\$2,165
Savannah International Airport	\$365	
Savannah Landfill Area	\$365	
Savannah River Landing	\$700	\$1,300
Southwest Quadrant - Inside City Limits	\$1,300	\$900
SPA Park Area	\$365	
Staley Avenue		\$1,500
Sweetwater	\$400	\$290
Travis Field Treatment Plant		\$2,600
Vallambrosa	\$585	\$1,056
Vernon Cross Road		\$1,625
Walton Street from Lloyd Street to dead end		\$1,080
Walton Street from Pendleton Street to Mitchell Street		\$1,080
Westgate Boulevard		\$2,200
White Bluff Avenue - Coffee Bluff to west end	\$1,080	\$1,080
Whitemarsh Island	\$380	

(B) Determination of Equivalent Residential Units. The determination of a structure's equivalent residential units shall be based on estimated water consumption or square footage. For the purposes herein, water consumption of 300 gallons per day or a floor space of 3,000 square feet shall be the equivalent of one residential unit. The method which results in the higher number of equivalent residential units shall be applied.

(C) Determination of Water Consumption. The determination of water consumption shall be based on the guidelines in Section 4 (E) (4) Water Use Standards, of this Article U. If guidelines are not provided for a particular application, the estimated water consumption shall be as calculated by the Water and Sewer Administrator.

(D) Service Area Map. A map shall be maintained by the Public Works and Water Services Department on which the service areas with additional connection fees are shown.

(E) Exemption. The water or sewer additional connection fee shall not be charged for a meter serving an owner occupied dwelling located inside the City which is served by existing water and sewer lines not requiring a line extension, and which is in an area not covered by an unexpired Water and Sewer Agreement.

Section 6. ALTERNATE NEW EMPLOYER ECONOMIC DEVELOPMENT RATES

The City Manager is authorized to waive water tap-in, sewer tap-in, and water and sewer additional connection fees for economic development purposes for large employers which connect to the water and sewer system after January 1, 1998.

For purposes of this section, *large employers* means employers making new connections to the water and sewer system which reasonably expect, within one year of commencement of operation, to employ 200 or more full-time, year-round employees with medical and retirement benefits.

As a condition of such connection fee waivers, such large employers must enter into a water and sewer service agreement which will specify the conditions of the waiver, including agreement by the employer to be subject to the Alternate Large Employer Economic Development Rates for on-going water and sewer service.

In the case of new industrial employers which meet the usage requirements to qualify for Industrial Water Rates, the City Manager is further authorized, after approval by City Council, to enter into water rate agreements that provide for a fixed Industrial Water Rate during a temporary introductory period not to exceed three years in length. The Alternate Large Employer Economic Development Rates for water and sewer service are as follows:

(A) Water- Inside City

Meter size	Min Charge	CCF Allowance	Charge per CCF for first 15 CCFs	Charge per CCF over CCF Allowance
5/8"	\$11.06	none	\$1.95	\$2.13
1"	\$97.82	4,200	n/a	\$2.13
1 1/2"	\$131.90	5,800	n/a	\$2.13
2"	\$174.50	7,800	n/a	\$2.13
3"	\$251.18	11,400	n/a	\$2.13
4"	\$323.60	14,800	n/a	\$2.13
6"	\$476.96	22,000	n/a	\$2.13
8"	\$647.36	30,000	n/a	\$2.13
10"	\$817.76	38,000	n/a	\$2.13

(B) Sewer – Inside City

User Category	Bi-Monthly Base Charge	Charge per CCF for 1st 15 CCFs	Charge per CCF for usage over 15 CCFs
B	\$8.80	\$5.41	\$5.79
C	\$8.80	\$5.41	\$5.79

(C) Water – Outside City

Meter size	Min Charge	CCF Allowance	Charge per CCF for first 15 CCFs	Charge per CCF over CCF Allowance
5/8"	\$16.59	none	\$2.54	\$2.81
1"	\$130.56	4,200	n/a	\$2.81
1 1/2"	\$175.52	5,800	n/a	\$2.81
2"	\$231.72	7,800	n/a	\$2.81
3"	\$332.88	11,400	n/a	\$2.81
4"	\$428.42	14,800	n/a	\$2.81
6"	\$630.74	22,000	n/a	\$2.81
8"	\$855.54	30,000	n/a	\$2.81
10"	\$1080.34	38,000	n/a	\$2.81

(D) Sewer – Outside City

User Category	Bi-Monthly Base Charge	Charge per CCF for 1st 15 CCFs	Charge per CCF for usage over 15 CCFs
B	\$13.20	\$7.35	\$7.92
C	\$13.20	\$7.35	\$7.92

Section 7. INDUSTRIAL WATER RATES

Any industrial water customer served by the City's surface water treatment plant (the "Savannah River Water System") requiring water at an average rate in excess of 1,000,000 gallons per day for 300 or more days in a year shall pay for the quantity of water used at a rate equal to the water production cost as hereinafter defined. Each such user shall be billed at the end of each calendar month for immediate payment at a rate equal to the estimated water production cost for the month, plus the cumulative total of any unpaid water production cost for the year to the date of billing if revised estimates at the end of any such calendar month should indicate that the customer has not been billed the full water production cost in any prior month. After each calendar year and prior to March 30, each such user shall receive a final bill for the year completed on the previous December 31 based on the actual water production cost for that year as determined by an audit.

The term “water production cost” for any given period shall be deemed to mean the sum of the following items on an accrual basis divided by the actual number of gallons delivered by the Savannah River Water System during such period:

(1) All payments to any Sinking Fund or reserve fund or other fund as may be required under any Bond Resolution adopted and approved to issue revenue bonds as a source of funds for capital expenditures for the Savannah River Water System.

(2) Interest and amortization to a maximum of \$20,000.00 per year, on money expended from CITY funds, other than the proceeds of revenue bonds, for necessary major repairs or replacements of water system facilities required to keep the system functioning reliably and efficiently at its 50 million gallon per day average rated capacity and which in accordance with good accounting practice would be capitalized. Interest and amortization on such monies shall be at the interest rate applicable to the most recent prior series of revenue bonds which served as a source of funds for necessary major capital expenditures for said water system, but the term of years applicable to amortization of the monies so expended shall be ten years.

(3) Interest and amortization on money expended from CITY funds in excess of the amounts which would result in \$20,000.00 annual charges for interest and amortization, and other than the proceeds of revenue bonds, for necessary major repairs or replacements of water system facilities required to keep the system functioning reliably and efficiently at its 50 million gallon per day average rated capacity and which in accordance with good accounting practice would be capitalized.

(4) Premiums on necessary insurance on said water plant, and

(5) The cost of operating and maintaining the water plant in a good state of repair, but excluding any item which in accordance with good accounting practice would be capitalized and excluding any item by way of depreciation or obsolescence.

The foregoing rates and charges have been determined by the Mayor and Aldermen of the City of Savannah to be reasonable in relation to the cost of producing water and providing water and sewer service and, with regard to the rates and charges specified in Sections 7, to bear a direct relation to the cost of producing and supplying water from the Savannah River Water System.

Section 8. REFUSE COLLECTION AND DISPOSAL FEES

(A) Regulatory Authority. The Savannah Code, Part 4, Chapter 2, Sections 4-2001 through 4-2034, sets forth the authority for regulating the storage, collection, and disposal of all solid waste in the City, and for levying and collecting refuse collection and disposal fees as provided herein.

(B) Refuse Fees. Fees and charges for collecting and disposing of solid waste within the City of Savannah are established as follows:

(1) Residential

(a) Solid Waste Fee. The residential solid waste collection and disposal fee for all residential property (other than commercial apartments) shall be \$35.88 per month per dwelling unit, \$71.76 per dwelling unit billed bi-monthly. Residential refuse collection and disposal is a mandatory government service for which payment of the fee provided herein is required.

(b) Collection Carts; Fees. The City will issue one refuse collection and one recycling cart to each residential unit free of charge for use in the curb-side collection program. There shall be a one-time non-refundable charge of \$50.00 for each container exceeding one requested by a resident. All carts issued by the City, including any such additional cart, shall remain the property of the City. There shall be a \$50.00 charge for each container which must be replaced because of damage caused by the resident or for which the resident is responsible. There shall be no charge for replacing a damaged cart when the resident did not cause or is not responsible for the damage.

(c) Cart Return Fee. A fee of \$25.00 per occurrence may be imposed for failure to remove roll-out refuse or recycling carts from the curb by 7:00 p.m. on the day of collection in accordance with the City of Savannah Code Section 4-2007(f).

(d) Recycling Cart Contamination Fee. The recycling cart contamination fee for all residents within the City limits shall be \$25.00 per occurrence following an initial courtesy notice. For the purpose of this section, contamination is defined as the placement of materials other than hard plastics (Numbers 1-7), aluminum, tin, or steel cans, paper, newsprint, magazines, junk mail, container glass, and dry cardboard in the recycling container for collection.

(e) Recycling Credit. Effective January 1, 2009, the Recycling Credit is repealed.

(2) Commercial

(a) Commercial Waste Collection Fee. A Commercial Waste Collection Fee shall be charged to non-residential property and commercial apartment's property owners or occupants at the rates prescribed below when such properties are served by City commercial containers. The applicable rate tier shall be determined by the aggregation of the container volumes served which are under common control of a single business entity. The City Manager is authorized to negotiate rates for governmental agencies on a cost basis.

The rates for Commercial Waste Collection services shall be as follows:

Aggregate Volume of Commercial Containers For a Single Business Entity	Fee per Cubic Yard
2 cubic yards to 15 cubic yards	\$4.18
16 cubic yards to 47 cubic yards	\$3.69
48 cubic yards to 95 cubic yards	\$3.27
96 cubic yards and above	\$2.57
School Board	\$2.03

These collection rates apply only to those accounts paying a disposal fee. The monthly or bi-monthly service bill amount shall be the product of the applicable rate tier, container size, and service frequency.

Occupants or owners of non-residential property which is not served by commercial containers because of low solid waste quantities generated, or the inability to locate a commercial container due to physical configuration of the property, will be served by the City using roll-out carts. The collection and disposal fee for such service shall be at the same rate as the residential solid waste fee provided in Paragraph B(1) above, charged in multiples on a per-cart basis.

(b) Collection Fee for Compactor Service

(i) Downtown Collection Zone. Pursuant to Savannah Code Section 4-2017, the solid waste collection fee for roll-off enclosed compactors located in the Downtown Collection Zone shall be \$6.16 per cubic yard of un-compacted container capacity, as determined by the Sanitation Department. The Downtown Collection Zone is bounded on the east by East Broad Street, on the west by Martin Luther King, Jr. Boulevard, on the north by Bay Street, and on the south by State Street.

(ii) River Street Collection Zone. Pursuant to Savannah Code Section 4-2017, the solid waste collection fee for roll-off enclosed compactors located in the River Street Collection Zone shall be \$6.59 per cubic yard of un-compacted container capacity, as determined by the Sanitation Department. The River Street Collection Zone is bounded on the east by East Broad Street, on the west by Martin Luther King, Jr. Boulevard, on the north by the Savannah River, and on the south by Bay Street.

(c) Commercial Waste Disposal Fee. A Commercial Waste Disposal Fee shall be charged to all non-residential property and commercial apartment's property owners or occupants serviced by the City of Savannah at the rate of \$4.77 per un-compacted cubic yard.

(d) Private Refuse Containers on Public Property. A rental fee is established

for placing privately-owned refuse containers (dumpsters, or other commercial refuse containers) in City lanes, rights-of-way, or on other public property within the City. The fee shall be \$10.00 per month or portion for each container; provided, however, that the fee for a newly-placed container during the first month and the fee for a removed container during the final month shall be \$5.00 if the container is in place for less than 15 days.

- No container shall be placed on public property without the prior approval and permitting by the City Mobility Planning, Engineering, and Permits Division.
- The Sanitation Department shall be responsible for determining the location and owner of such containers and for initiating monthly billing of fees.
- The Finance Department shall issue bills for container rental fees and the Revenue Department shall collect the fees. Failure to pay rental fees will result in denial or revocation of permits to locate any containers on public property within the City.

(e) Fees for Construction and Demolition Debris, Land Clearing Debris, and Bulk Container Service. Pursuant to Savannah Code Section 4-2020, the fee to contractors or responsible persons for construction and demolition debris (C&D), land clearing debris, and bulk container service provided by the City shall be \$30.00 delivery fee per container, \$125.00 per disposal pull, and \$33.00 per ton disposal fee. A \$3.00 per day rental fee will be applied when a container exceeds ten working days without a disposal pull. The rental rate shall be \$75.00 per month for the initial 30 day period, prorated at \$2.50 per day on the 31st day and thereafter. Customers may also choose to be billed by a flat rate fee. With the flat rate fee, all deposits and applicable rental fees still apply.

Upon delivery of a C&D or bulk container, the delivery fee and first pull fee must be paid (\$155.00 total). The customer will not be billed again until a request to have the container emptied is made. After the waste has been weighed the customer shall be billed a disposal fee. All fees shall be due and payable 30 days after receipt of bill.

To ensure that the C&D waste program is successful and that all customers pay for services rendered, the Commercial Refuse Collection Administrator will attempt to enforce payment of all delinquent amounts due. The Commercial Refuse Collection Administrator is hereby granted authority to place any and all delinquent C&D waste charges which are past due for 30 days or more on the customer's utility bill.

(3) Billing of Solid Waste Collection and Disposal Fees. Owners or occupants of premises for which residential refuse service is available, whether a City refuse cart has been issued or not, and non-residential properties subject to fees in accordance with the provisions of this ordinance, shall be billed solid waste service charges bi-monthly in the same manner as water charges are billed.

(4) Payment Enforcement. Fees for *solid waste collection and disposal service* and for *solid waste disposal service* shall be due and payable in the same manner as charges for water service. The Revenue Department is authorized and empowered to discontinue the water supply of any dwelling unit or other establishment billed for said service when the charges remain unpaid after becoming due and payable, and to take other appropriate collection action, including placing a lien on the benefiting property and entering suit to collect. Any person who does not pay such service fees when due and payable and/or any benefiting property shall be subject to withholding/denial of any discretionary City service, benefit, permit, or contract.

(C) Refuse Dumping Fees. The disposal/tipping fee for any City-operated sanitary landfill shall be \$60.00 per ton. Additionally, a differential landfill dumping fee for tires, appliances, mixed loads, etc., shall be charged at the following conversion factors:

Truck tires	3.3 x Standard Fee	Appliances	1.7 x Standard Fee
Auto tires	3.4 x Standard Fee	Mixed Loads	1.44 x Standard Fee

City residents may use the Bacon Park waste transfer facility to dispose of normal household and yard trash free of charge. This facility is reserved for City residents to dispose of excess dry trash from their *own domiciles*. For the purposes of this section, domiciles is defined as a person's fixed, permanent, principal home for legal purposes. The term does not cover any other property owned by the resident.

(D) Special Trash Collection Fees

(1) Fee. This special collection fee shall apply to residential special trash collection services, unscheduled bulk item collection, yard waste in plastic bags, refuse cart overflows, unacceptable materials in recycling carts, yard waste in quantities exceeding the fifteen bag limit, or other services not provided as described under Savannah Code Section 4-2011 or taking more than five minutes to collect regardless of schedule.

(a) Residential. In accordance with Savannah Code Section 4-2011, fees for residential special trash collection service shall be based on crew hours required to make the collection as determined by the Sanitation Department. There shall be a minimum fee of \$50.00 for the first quarter hour of crew time and an additional fee at the rate of \$25.00 per quarter hour thereafter. There shall be a minimum fee of \$50.00 for unscheduled bulk item or special trash collection. A minimum fee of \$50.00 per occurrence shall be charged for garbage placed outside the City issued green roll-out cart and for recyclable materials placed outside the City issued black and yellow recycling cart for collection.

(b) Non-residential. The fee for "special order" collections from non-residential, account holders shall be a minimum fee of \$100.00 for the first quarter hour of crew time and an additional fee at the rate of \$25.00 per quarter hour thereafter.

(2) Billing/Payment. Fees due for special trash collection service may be billed

along with the fee for water service, and shall be due and payable under the same conditions as fees for water service.

(On February 26, 1998, City Council amended this Section 8 of the Revenue Ordinance of 1998 to make consistent with the Refuse Collection and Disposal Ordinance, Part 4, Chapter 2, Sections 4-2001 through 4-2034, and to establish amended rates, effective March 1, 1998.)

Section 9. UTILITY DEPOSITS

In accordance with Savannah Code Section 5-1006, utility (water, sewer, refuse) deposits shall be required as follows for locations both inside and outside the City:

Meter Size	Deposit
(1) For each 5/8 inch meter	\$100.00
(2) For each 1 inch meter	\$115.00
(3) For each 1 ½ inch meter	\$130.00
(4) For each 2 inch meter	\$145.00
(5) For each 3 inch meter	\$160.00
(6) For each 4 inch meter	\$175.00
(7) For each 6 inch meter	\$190.00
(8) For each 8 inch meter	\$205.00
(9) For each 10 inch meter	\$220.00
(10) Sewer-only (per unit)	\$100.00
(11) Problem location and/or customer Regular Deposit history of delinquency/theft of services	+ \$250.00
(12) Fire hydrant meter	\$1,000.00*

* \$100.00 of this deposit is a non-refundable administration fee. Provided, however, that the deposit may be waived under any one of the following circumstances:

- Where the residential premises is occupied by the owner thereof;
- Where a customer lives in a rented premises and owns real property elsewhere within the City's utility service area, and an active City utility account for such owned property is in the customer's name;

An existing utility customer who paid a deposit to the City in the amount required at the time to initiate City utility services shall not be required to increase the deposit. Upon moving from one residence to another, an existing utility customer who paid a deposit to the City in the amount required at the time shall not be required to increase the deposit, provided the time between termination of service at the old residence and

initiation of service at the new residence is less than thirty days.

Section 10. UTILITY DELINQUENCY AND ENFORCEMENT FEES

(A) Delinquency fee. In the event that any utility service charge is not paid and *in the hands of the City Treasurer's Office* within ten calendar days after the due date specified on the bill, such charge shall be subject to the addition of a basic delinquency fee in the amount of \$5.00 or 10% of the current amount due, whichever is greater. Failure to receive a bill does not exempt a customer from having late fees or enforcement fees assessed.

(B) Administrative Processing Fees. Any account not paid in full within 17 days of the due date will be charged a \$50.00 administrative processing fee and will be subject to disconnection at any time until the account has been paid in full.

(C) Enforcement fees. The following enforcement fees shall be paid by the user cumulatively for each action taken to prevent unauthorized use of water and restore service. Further, in the event that water service has been cut-off for nonpayment of a City Utility bill in accordance with Savannah Code Section 5-1022, or utility service is terminated for unauthorized use, water service shall not be restored until unpaid utility charges, delinquency fees, administrative processing fees, and any other enforcement fees are satisfied.

Locking meter	\$60.00
Broken padlock	\$25.00
Broken curb-cock lock	\$25.00
Broken curb-cock	\$60.00
Plugging meter	\$75.00
Removal of meter	\$100.00
Removal of straight line	\$125.00
Use of water prior to meter installation	\$125.00
Removal of unauthorized relocated meter	\$150.00
Cutting off water at main	\$300.00

The costs of any damage to a fire hydrant caused by unauthorized use shall be paid by the user. When a meter dial has been removed and water usage is not registered, a fee of \$25.00 shall be paid by the benefiting customer. When unregistered water is used, whether from dial removal, straight line, or other reason, water and sewer charges shall be levied to cover estimated water usage.

(C) Unpaid service charges and fees constitute lien on property. In any case where utility service charges and fees have been billed and remain unpaid after the due date has passed and prescribed payment enforcement actions have been taken by the City, such unpaid service charges and fees shall become the responsibility of the property owner. The Utility Services Administrator is authorized to secure such unpaid fees and charges by recording a lien on the property to which service has been provided and/or is available. Provided, however, that where the occupant of rental property has posted a utility deposit with the City, liability for payment of utility charges and fees shall be the sole responsibility of such rental occupant and shall not constitute a lien on the

property.

Section 11. UTILITY CREDITS

(A) Elderly/Low Income. An elderly/low income credit (billing reduction) shall be available to qualifying heads of household in whose name a residential utility account (water, sewer, refuse) is listed. To qualify for the credit, a residential utility account must have both water and sewer services to qualify for water and sewer credits or residential refuse service to qualify for residential refuse credits. Qualifying heads of household must have an attained age of 65 years and must have a total household income not exceeding poverty levels for the number of occupants in the household as derived from guidelines of the State of Georgia Division of Aging Services. Eligibility for the old age/low income credit shall be determined under City contract with a non-profit community organization capable of screening applicants according to the established criteria and reporting eligibility to the Revenue Department. Eligibility shall be reestablished annually. The elderly/low income credit shall be calculated as follows for each service:

Utility Service	Credit (Calculated per Inside City Rates)	Terms
Water	Base Charge + 1 Consumption Unit	Bi-Monthly
Sewer	Base Charge + 1 Consumption Unit	Bi-Monthly
Residential Refuse	\$5	Bi-Monthly

Disabled/Low Income. A disabled/low income credit (billing reduction) shall be available to qualifying individuals with a residential utility account (water, sewer, refuse). To qualify for the credit, a residential utility account must have both water and sewer services to qualify for water and sewer credits or residential refuse service to qualify for residential refuse credits. Qualifying individuals will be between the ages of 18 and 64 years of age; must have a total household income not exceeding poverty levels derived from the State of Georgia's poverty guidelines as established year to year; the utility bill must be in the name of the disabled individual or the disabled individual must be head of household; and the disabled individual must be receiving Supplemental Security Income (SSI). Eligibility for the disabled/low income credit shall be determined under City contract with a non-profit community organization capable of screening applicants according to established criteria and reporting eligibility to the Revenue Department. Eligibility shall be reestablished annually. The disabled/low income credit shall be calculated as follows for each service:

Utility Service	Credit (Calculated per Inside City Rates)	Terms
Water	Base Charge + 1 Consumption Unit	Bi-Monthly
Sewer	Base Charge + 1 Consumption Unit	Bi-Monthly
Residential Refuse	\$5	Bi-Monthly

Section 12. BILLING OF UNDERPAYMENT; REFUND OF OVERPAYMENT

If evidence provided by a customer or appearing in City records shows that a utility account has been billed and paid incorrectly as a result of error by either the customer or the City, the following corrective actions are authorized:

Under-billed and under-paid. Additional billing of amounts due shall be limited to the actual undercharges for a period of three years prior to the date of discovery and correction of the error.

Over-billed and over-paid. Refund shall be limited to the actual amount of overpayment for a period of three years prior to the date of discovery and correction of the error.

Any additional billing and any refund under such circumstances shall be without interest.

Section 13. EXEMPTIONS FROM WATER AND SEWER CONNECTION FEES

(A) Enterprise Zones. Water Tap-in Fees under Section 4(D), Sewer Tap-in Fees under Section 4(E), and Water and Sewer Additional Connection Fees under Section 5 of this Article may be waived for new connections to the City's Water and Sewer System within Enterprise Zones that have been designated under and are consistent with the requirements of the Savannah, Georgia Code of Ordinances, Division II – Code of General Ordinances; Part 8 – Planning and Regulation of Development; Chapter 10. Enterprise Zones. This waiver shall not apply to water meter fees provided under Section 4(A) of this Article.

(B) Federal Grant Funded Projects. Water Tap-in Fees under Section 4 (D), Sewer Tap-in Fees under Section 4 (E), and Water and Sewer Additional Connection Fees under Section 5 of this Article, shall be waived for projects in which the City is providing funding from a grant provided by the federal government, and for which such waiver will be counted toward meeting any local match requirement under the terms of such grant. This waiver shall not apply to water meter fees provided under Section 4 (A) of this Article.

Exhibit “C”

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

VTAL REAL ESTATE, LLC)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. SPCV21-00789-CO
)	
v.)	
)	
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH)	
)	
)	
Defendants.)	

AFFIDAVIT OF JAMES L. ROBERTS, IV

STATE OF GEORGIA)
)
COUNTY OF GLYNN)

PERSONALLY APPEARED before me, an officer duly authorized by law to administer oaths, JAMES L. ROBERTS, IV, who after first being duly sworn states:

1.

My name is JAMES L. ROBERTS, IV, and I am competent in all respects to testify regarding the matters set forth herein. I have personal knowledge of the facts stated herein and know them to be true. This Affidavit is given voluntarily.

2.

This Affidavit is given in support of the Joint Motion and Supporting Memorandum of Law for Preliminary Approval of Class Action Settlement, Preliminary Certification of Settlement Class, Approval of Notice Program and to Schedule Final Approval Hearing (the “Joint Motion”) in the above referenced class action (the “Lawsuit”).

3.

I am a founding member and partner in the law firm of Roberts Tate, LLC. Roberts Tate, LLC. I am the primary and supervising attorney in this Lawsuit.

4.

I am an experienced litigator and I am intimately familiar with this Lawsuit.

5.

I have been practicing law since 2001. Prior to forming Roberts Tate, LLC I was a partner with the law firm of Gilbert, Harrell, Sumerford & Martin, P.C. and prior to that I served as Law Clerk to the late Judge Anthony A. Alaimo.

6.

As part of my practice, I litigate large class action cases and in addition to serving as Class Counsel in this Lawsuit I have served as class counsel in numerous class and collective action cases including, but not limited to, the following: Vanover et al v. West Telemarketing, Southern District of Georgia, 2:06CV0098; Clairday v. Tire Kingdom, Inc., et al, Southern District of Georgia, 2:07cv0020; Kerce v. West Telemarketing Corp, et al, Southern District of Georgia 2:07cv0081; Hamilton v. Montgomery County, Superior Court of Montgomery County, Superior Court of Montgomery County, 13CV159; Altamaha Bluff, LLC, et al. v. Charlton County, Superior Court of Wayne County, 14-CV-0376; Coleman v. Glynn County, CE12-01785-063, CE13-01480-063; and CE14-00750-063, Superior Court of Glynn County; Toledo Manufacturing Company, et al. v. Charlton County, Civil Action No. SUCV201900232, Superior Court of Charlton County; Old Town Trolley Tours of Savannah, Inc. v. The Mayor and Aldermen of the City of Savannah, Civil Action No. SPCV20-00767-MO, Superior Court of Chatham County; and Bailey v. McIntosh County, Georgia, Civil Action No. SUV2021000009, Superior Court of McIntosh County.

7.

I have extensive experience in class action litigation, property tax law and litigation having handled tax appeals and tax refund matters for thousands of parcels in over 60 counties in the State of Georgia as well as Florida, Virginia, Alabama and North Carolina at the administrative, trial court, and appellate court levels. I serve on the Board of Governors of the State Bar of Georgia, am a past President of the Glynn County Bar Association and rated "Preeminent", the highest legal rating available from the leading legal rating service, Martindale Hubbell. I was named a Rising Star by in 2006, 2009-2011 and 2014-2016 and a Super Lawyer for 2017-2023 by Super Lawyers Magazine.

8.

I regularly provide advice and counsel to clients on matters related to the valuation of property for taxation, exemption and special use valuation programs and generally in matters related to complex litigation.

9.

Our firm conducted early, informal discovery into this Lawsuit including investigation of facts, the law and extensive analysis and calculation of the damages and refund potentially owed. We issued numerous Open Records Requests to the City of Savannah (the "City") for documents.

10.

From the documents provided pursuant to the Open Records Requests and the informal discovery provided by the City, we thoroughly researched the facts of this Lawsuit.

11.

The records that were reviewed from the City included but not limited to:

- A. All commercial building permit application files for new builds from July 30, 2016 to present;
- B. All commercial building permit application files for renovations from July 30, 2016 to present;
- C. All residential building permit application files for new builds from July 30, 2016 to present; and
- D. All residential building permit application files for renovation from July 30, 2016 to present.

12.

Over 740 files were reviewed for commercial and residential new builds.

13.

Over 300 files were reviewed for commercial and residential renovations.

14.

Information from each file was collected for detailed review. The information collected included: project name; address; date of the application; applicant name; applicant phone number, if available; applicant email, if available; and the amounts of the various fees charged.

15.

Water and Sewer Approval Forms, including all exhibits attached thereto, were reviewed for each commercial building permit application for new builds, commercial building permit application for renovations, residential building permit application for new builds and residential building permit application for renovations.

16.

Based on the Water and Sewer Approval forms, each fee charged was identified. These fees included: Water Tap-in Fees; Sewer Tap-in Fees; Water Additional Fees; Reclaimed Water Fees; Treatment Plant Fees; Sewer Area Additional Fees; and Sewer Site Additional Fees.

17.

We spent a substantial number of hours investigating over one thousand potential refund claims from July 30, 2016 to present.

18.

Legal issues have been thoroughly researched and I have briefed and argued similar issues in other class action matters. I am very familiar with the statutory requirements for refund matters under O.C.G.A. §48-5-380 (the “Refund Statute”) and the City of Savannah 2021 Revenue Ordinance, Article U (the “Utility Service Fees Ordinance”).

19.

After thoroughly investigating the facts of this Lawsuit and filing the Complaint, the Parties began settlement negotiations. Named Plaintiff filed five (5) amended complaints as additional factual information was discovered and as the parties continued their settlement negotiations.

20.

The Parties had several in person meetings to discuss settlement of this matter. The Parties continued their settlement negotiations informally for approximately a year and a half. Counsel for Named Plaintiff and Defendant spent hundreds of hours reviewing and analyzing City records to determine the potential refunds owed to Named Plaintiff and prospective class members.

21.

Ultimately the Parties were able to reach a settlement (the “Settlement”). The Settlement by the Parties is memorialized in the [Proposed] Consent Judgment on Aggregate Refund and Order (the “[Proposed] Consent Judgment”) which is attached as Exhibit “A” to the Joint Motion.

22.

The City is represented by extremely capable counsel including R. Bates Lovett, Esquire, City Attorney and Patrick T. O’Connor, Esquire and Patty T. Paul, Esquire of Oliver Maner LLP. The City’s attorneys were worthy, highly competent and professional adversaries.

23.

The Settlement was negotiated at arm’s length and without collusion.

24.

The City’s attorneys mounted vigorous defenses and the Settlement was only reached after extensive negotiations concerning the parameters and provisions of a fair, reasonable and adequate settlement.

25.

We are respectfully requesting that Roberts, Tate, LLC and Manly Shipley LLP be appointed Class Counsel as we will fairly and adequately represent the interest of the Classes as Class Counsel.

26.

The attorneys representing Named Plaintiff and the purported Classes have extensive experience in complex class and collective actions.

27.

Based on this experience, Roberts, Tate, LLC and Manly Shipley LLP will fairly and adequately represent Named Plaintiff and the purported Classes as Class Counsel.

28.

The Parties have no agreements in connection with the Settlement other than the [Proposed] Consent Judgment.

29.

As set forth in the proposed notice to the Classes (attached to the Joint Motion as Exhibit D (the "Full Notice")) Class Counsel will apply for an award of attorney's fees not to exceed 40% of the Aggregate Refund Fund as described in the [Proposed] Consent Judgment plus documented out of pocket expenses. Class Counsel will file an Application for Attorney's Fees and Expenses as directed by the Preliminary Approval Order.

30.

It is my opinion, as lead counsel for the Named Plaintiff, that the Settlement achieved in this Lawsuit is fair, reasonable and adequate under the circumstances. For all of the reasons cited above and more, I recommend preliminary approval of this Settlement.

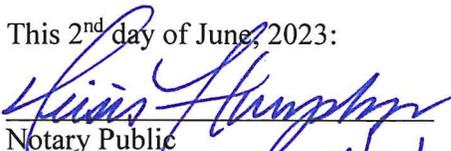
FURTHER AFFIANT SAITH NOT.

This 2nd day of June, 2023.



James L. Roberts, IV

This 2nd day of June, 2023:



Notary Public
My Commission Expires 8/30/2026
(NOTARIAL SEAL)



Exhibit “D”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah

If you applied for and received a Commercial or Residential Building Permit in the City of Savannah from July 30, 2016 to present and were assessed and paid Water Tap-in Fees, Sewer Tap-in Fees, Reclaimed Water Fees, Water Additional Fees, Sewer Area Additional Fees, Sewer Site Additional Fees or Treatment Plant Fees for any treatment plant other than the Crossroads Sewage Plant, Georgetown Plant, President Street Plant or the Travis Field Treatment Plant, you may be a Class Member.

Please read this Notice carefully, as it affects your legal rights. You can also visit:

[INSERT URL OF MAIN SETTLEMENT WEBPAGE ON CITY SITE] (the “Main Settlement Webpage”)

Or Call Class Counsel at:

(912) 638-5200

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	After the Settlement has been approved by the Court, if you paid certain Fees as described herein, you will not be required to do anything to receive your refund. After the Settlement has been approved by the Court, you will receive your refund as explained in this Notice.
Object	Write to the Court and counsel about the fairness of the Settlement.
Go to the Hearing	Ask to speak in Court about the fairness of the Settlement after you have submitted a written objection.

- **These rights and options – and the deadlines and instructions for exercising them – are explained in this Notice.**
- The Court in charge of this case still will decide whether to grant final approval of this Settlement. No refund will be made until after the Court grants final approval of the Settlement, after all appeals, if any, are resolved and after the individual refund determination for each class member is made.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you of (a) the existence of a class action lawsuit; and (b) the [Proposed] Consent Judgment on Aggregate Refund and Order (the “[Proposed] Consent Judgment”) which settles the lawsuit (the “Settlement”). The Court authorized this Notice because you have a right to know about the [Proposed] Consent Judgment which settles this class action lawsuit before the Court decides whether to give “final approval” to the Settlement. This Notice explains the nature of the lawsuit that is subject of the Settlement and your legal rights and options.

The class action lawsuit is pending in the Superior Court of Chatham County, Georgia, known as *VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah* (the “Lawsuit”). Judge Lisa Goldwire Colbert, Superior Court Judge, Chatham County is presiding over this Lawsuit.

2. What is this Lawsuit about?

This Lawsuit alleges that the City of Savannah (herein the “City” or “Defendant”) illegally assessed and collected certain fees under the City of Savannah 2021 Revenue Ordinance, Article U (the “Utility Services Fees Ordinance”). The fees at issue are Water Tap-in Fees, Sewer Tap-in Fees, Reclaimed Water Fees, Water Additional Fees, Sewer Area Additional Fees, Sewer Site Additional Fees and Treatment Plant Fees for any treatment plant other than the Crossroads Sewage Plant, Georgetown Plant, President Street Plant or the Travis Field Treatment Plant (collectively the “Fees”) from July 30, 2016 to present. The Lawsuit alleges that these Fees under certain circumstances (see Question No. 5) were not authorized under the Utility Service Fees Ordinance and were assessed by the City to certain Commercial and Residential Building Permit Applicants for both new builds and renovations.

Named Plaintiff filed this Lawsuit on behalf of itself and all similarly situated Commercial and Residential Building Permit Applicants who were assessed and paid these Fees from July 30, 2016 to present.

3. Why is this Lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members.

4. Why is there a Settlement?

The Court has not decided in favor of Named Plaintiff or the City. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial and related appeals and Class Members received the benefits described in this Notice.

The “Class Representative” appointed to represent the Class and the attorneys for the Class (“Class Counsel”, see Question No. 15) think that the Settlement is best for all Class Members.

Who is in the Settlement?

5. Am I part of the Class?

You are a member of the Class if you applied for and received a Commercial or Residential Building Permit in the City of Savannah from July 30, 2016 to present and were assessed and paid:

- A. Water Tap-in Fees where no water meter service application was submitted;
- B. Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted; or
- C. Reclaimed Water Fees where no water meter application was submitted; or
- D. Water Additional Fees, Sewer Additional Fees or Sewer Site Additional Fees but were not a new customer as the applicant had an existing water and/or sewer account for the property at the time of submission of the Building Permit Application; or
- E. Treatment Plant Fees for any treatment plants other than Crossroads Sewage Plant, Georgetown Plant, President Street Plant or Travis Field Treatment Plant.

6. What if I am still not sure if I am included in the Class?

After the Administrator calculates the individual refunds for the Class Members, the Class Members’ names who are determined to be entitled to refunds along with the refund each will receive will be posted on the Main Settlement Webpage on the City’s website as described in Question No. 25. You can visit the Main Settlement Webpage on the City’s website (***FILL IN URL OF MAIN SETTLEMENT WEBPAGE***) where you can search for your name and/or property for which you believe you may be entitled to a refund.

You can also call Class Counsel at (912) 638-5200 to get help.

The Proposed Settlement

7. What are the Settlement Benefits?

If the Settlement is approved by the Court at or after the Fairness Hearing described in Question No. 20, the City has agreed to create an Aggregate Refund Fund in the amount of \$3,500,000.00 (the “Aggregate Refund Fund”). The City will pay the Aggregate Refund Fund as follows:

- (A) \$1,750,000.00 within fourteen (14) days of entry of the Final Approval Order (the “Initial Aggregate Refund Fund Payment”); and
- (B) \$1,750,000.00 on or before the one-year anniversary of entry of the Final Approval of the Consent Judgment (the “Final Aggregate Refund Fund Payment”).

If the Court finally approves this Settlement and if you are entitled to a refund for Fees paid from July 30, 2016 to present you will receive a refund calculated as explained in Question No. 11.

The money in the Aggregate Refund Fund will only be distributed if the Court finally approves this Settlement.

8. How do I receive my refund?

Following the Final Approval of the [Proposed] Consent Judgment settling this Lawsuit (described in Question No. 20), the Administrator will calculate the individual refund amounts. After the Administrator calculates the individual refunds for the Class Members, the Class Members’ names along with the refund each will receive will be posted on the Main Settlement Webpage on the City’s website along with information about how a Class Member can object to individual refund amounts. As deemed appropriate by the Court appointed Administrator, updates as to timing of the individual Class Member refund calculation and payment will also be posted on the Main Settlement Webpage on the City’s website.

If your name is listed as a Class Member on the Main Settlement Webpage, the refund will be mailed to you without the need for you to take any action. (See Question No. 14 for more information).

9. What if my address has changed?

If your address is different from the address listed on the Administrator’s list of Class Members posted on the Main Settlement Webpage, please download and complete the Address Update for Class Member Form from the Main Settlement Webpage. Follow the instructions on the Form and return it to Terry D. Turner, Jr. of Gentle Turner & Benson, LLC, 501 Riverchase Parkway East, Suite 100, Hoover, Alabama 35244.

10. What if I am not listed on the Main Settlement Webpage as a Class Member?

As explained in Question No. 8, following the Final Approval of the [Proposed] Consent Judgment settling this Lawsuit (described in Question No. 20), the Administrator will calculate the individual refund amounts and post the names of the Class Members and the refunds each will receive on the Main Settlement Webpage on the City’s website. There will be a Claim Form on that webpage for any Building Permit Applicant not identified as a Class Member by the Administrator to download, complete and submit according to the directions provided. The Administrator will review the claim and notify the Building Permit Applicant of his findings. The Building Permit Applicant will have fifteen (15) days to object to the Administrator’s findings.

Objections will be heard by a Special Master. The Special Master's findings will be final and binding.

11. How are the refunds calculated?

Following Final Approval of the Consent Judgment, the Administrator is directed to identify the Classes and Class Members and determine the refunds owed.

Within ninety (90) days of Final Approval of the [Proposed] Consent Judgment, Defendant City of Savannah shall provide Administrator with access to all records of the City of Savannah from which the identity and last known contact information including name, mailing address, email and telephone number, payment amount and payment date, can be determined for all of the following applicants:

- (1) All Commercial or Residential Building Permit Applicants who were assessed and paid Water Tap-in Fees where no water meter service application was submitted in conjunction with the building application from July 30, 2016 to present;
- (2) All Commercial or Residential Building Permit Applicants who were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted in conjunction with the building application from July 30, 2016 to present;
- (3) All Commercial or Residential Building Permit Applicants who were assessed and paid Reclaimed Water Fees where no water meter application was submitted in conjunction with the building application from July 30, 2016 to present;
- (4) All Commercial or Residential Building Permit Applicants who were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but had an existing water and sewer account for the property at the time of the application from July 30, 2016 to present; and
- (5) All Commercial or Residential Building Permit Applicants who were assessed and paid Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant, or Travis Field Treatment Plant from July 30, 2016 to present.

The Administrator will identify the Class Members who are entitled to refunds. For any Class Members in Classes 1 to 5, the Refund shall be calculated as follows:

1. All Class 1 Class Members who submitted Commercial or Residential Building Permit Applicants who were assessed and paid Water Tap-in Fees where no water meter service application was submitted in conjunction with the application from July 30, 2016 to present shall be refunded the pro-rata amount of the Water Tap-in Fee paid;
2. All Class 2 Class Members who submitted Commercial or Residential Building Permit Applicants who were assessed and paid Sewer Tap-in Fees where no request for a

permit to connect to a sanitary sewer line was submitted in conjunction with the application from July 30, 2016 to present shall be refunded the pro-rata amount of the Sewer Tap-in Fee paid;

3. All Class 3 Class Members who submitted Commercial or Residential Building Permit Applicants who were assessed and paid Reclaimed Water Fees where no water meter application was not submitted in conjunction with the application from July 30, 2016 to present shall be refunded the pro-rata amount of the Reclaimed Water Fees paid;
4. All Class 4 Class Members who submitted Commercial or Residential Building Permit Applicants who were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but had an existing water and sewer account for the property at the time of the application from July 30, 2016 to present shall be refunded the pro-rata amount of the Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees paid;
5. All Class 5 Class Members who are Commercial or Residential Building Permit Applicants and who were assessed and paid Treatment Plant Fees for any treatment plants other than the Crossroads Sewage Plant, Georgetown, President Street Plant or Travis Field Treatment Plant from July 30, 2016 to present shall be refunded the pro-rata amount of the Treatment Plant Fees paid.

The Administrator will calculate interest on the calculated refund from the date of overpayment through the date of final approval of this [Proposed] Consent Judgment and add this amount to the calculated refund for each Class Member. The resulting calculation shall be the refund owed to each Class Member (the “Calculated Refund”).

12. How much will my refund be?

If you are entitled to a refund, your refund will be calculated as explained in Question No. 11. At this time, it is not known how much each individual refund will be. The Administrator will calculate the individual refund amounts after the Final Approval Hearing (see Question No. 20) and after the Court finally approves the Settlement. See Question No. 14 regarding timing of payment.

13. What am I giving up as part of the Settlement?

If the Settlement is finally approved by the Court after the Final Approval Hearing, you will give up your right to sue the City of Savannah and other persons (“Releasees”) as to all claims arising out of any and all claims for the payment of Fees asserted in the Lawsuit related to or arising out of the assessment of Fees on all Commercial or Residential Building Permit Applications as alleged in the Lawsuit from July 30, 2016 to present whether in law or equity (the “Released Claims”).

The full text of the of the Release is set forth in Question No. 26. Additionally, a copy of the [Proposed] Consent Judgment can be found on the Main Settlement Webpage on the City’s

website. *You should carefully read the Release and if you have any questions about the release you may contact Class Counsel at (912) 638-5200.*

14. When will I get paid?

On _____, the Court will hold a hearing to decide whether to approve the Settlement. If the Court approves the Settlement, the Administrator will begin to verify the individual Class Members who are entitled to refunds and determine the individual amount of the refund to be paid to each Class Member.

The Administrator will endeavor to complete the individual Settlement Class Member refund calculations within 9 months of the entry of the Final Order after the Final Approval Hearing described in Question No. 20.

The Aggregate Refund Fund shall be paid to a Qualified Settlement Fund under Section 468B of the Internal Revenue Code to be identified and established prior to and to be specified in the Final Order (the “VTAL QSF”) to carry out the payment of refunds to individual Class Members. The Final Order will appoint an administrator of the VTAL QSR (the “VTAL QSR Administrator”).

Within thirty (30) days of the later of the expiration of the period for objecting to individual refund amounts or a final ruling by the Special Master on any individual refund calculation, the Administrator shall identify to the VTAL QSF Administrator the amount of refund due each Qualified Class Member (as that term is defined in the [Proposed] Consent Judgment) and the address to which the refund is to be mailed. The VTAL QSF Administrator shall issue refund checks to each Qualified Class Member from available funds in the Aggregate Refund Fund within thirty (30) days of receipt of notice from the Administrator.

Please note that there is often a delay after a Settlement like this is approved. For example, there may be appeals of the Court’s Order approving the Settlement. The relief to the Class Members provided for by this Settlement may not be implemented until appeals are finished and the Court’s Order finally approving this Settlement is upheld. Because of this there could be a delay in payment of the individual refund amounts as provided for in the Settlement.

Please be patient. Updates as deemed necessary will be posted on the Main Settlement Webpage on the City’s website.

The Lawyers Representing You

15. Do I have a lawyer in this Lawsuit?

Yes. The Court decided that the law firm of Roberts Tate, LLC and Manly Shipley, LLP are qualified to serve as Class Counsel and to represent you and all Class Members.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you may hire one at your own cost.

17. How will the lawyers get paid and will there be incentive payments?

Class Counsel has not received any fees for the lawyer and professional time it has devoted to this Lawsuit, nor have they received any reimbursement for any of the out of pocket expenses incurred. For work done through the final approval of this Settlement, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed 40% of the Aggregate Refund Fund plus documented out of pocket expenses incurred from the Aggregate Refund Fund (the "Fee Petition"). The City takes no position on the Fee Petition, will not oppose the Fee Petition and intends to defer such decision to the judgment and discretion of the Court.

In addition, Class Counsel will ask the Court to award to the Named Plaintiff, VTAL Real Estate, LLC, a class service payment from the Aggregate Refund Fund in recognition of its efforts on behalf of the Class (the "Class Service Petition"). Named Plaintiff was prepared to appear and testify at trial on behalf of the Class. The City takes no position on the Class Service Petition, will not oppose the Class Service Petition and intends to defer such decision to the judgment and discretion of the Court.

The amounts to be awarded as attorney's fees, expenses and Named Plaintiff's service award must be approved by the Court. Class Counsel will file the Fee Petition and the Class Service Petition at least twenty (20) days prior to the Final Approval Hearing. You can object to the Fee Petition and the Class Service Petition in compliance with the instructions in Question No. 18.

A copy of the Fee Petition and the Class Service Petition will be posted on the Main Settlement Webpage on the City's website the same day that it is filed with the Court.

Supporting or Objecting to the Settlement

18. How do I tell the Court that I like or do not like the Settlement?

If you are a Class Member, you can tell the Court that you like the Settlement or you can tell the Court that you do not agree with the Settlement or some part of the Settlement. You can object to the entire Settlement or any part of the Settlement. You can give reasons why you do not think that the Court should approve the Settlement. You can also object to the Fee Petition or the Class Service Petition. You can give reasons for the objection and why you think the Court should not approve the Fee Petition or the Class Service Petition.

In order for the Court to consider your written comments or objections, all objections to the [Proposed] Consent Judgement settling this Lawsuit or to the Fee Petition or the Class Service Petition must be mailed to the Clerk of Court, Named Plaintiff's Counsel and Defendant's Counsel.

For an objection to be considered by the Court, the objection must be postmarked on or before _____ (ten (10) days prior to the Final Hearing) and sent to the Court, Class Counsel and Counsel for Defendant at the following addresses:

Court	Clerk of the Superior Court of Chatham County P.O. Box 10227 Savannah, Georgia 31412
Class Counsel	James L. Roberts, IV, Esquire Roberts Tate, LLC Post Office Box 21828 St. Simons Island, Georgia 31522
Counsel for Defendant	<p>R. Bates Lovett, Esq City Attorney, 6 East Bay Street Gamble Building, 3rd Floor Savannah, Georgia 31401</p> <p>Patrick T. O'Connor, Esquire Patricia T. Paul, Esquire Oliver Maner LLP P.O. Box 10186 Savannah, GA 31412</p>

Additionally, for an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Lawsuit;
- b. Your full name, address and telephone number;
- c. An explanation of the basis upon which you claim to be a Class Member;
- d. All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- e. The number of times the you have objected to a class action settlement within the five (5) years preceding the date on which you file the objection, the caption of each case in which you have made such objection, and a copy of any orders or opinions to or ruling upon your prior such objections that were issued by any court in each listed case;
- f. The identity of all counsel who represented you, including any former or current counsel who may be entitled to any compensation for any reason related to the objection to the Consent Judgment settling this Lawsuit or to Fee Petition and Class Service Petition;

- g. The number of times your counsel and/or counsel's law firm have objected to a class action settlement within the last five (5) years preceding the date you file the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any order or opinions related to or ruling upon counsel or the firm's prior such objections that were issued by any court in each listed case;
- h. Any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between you or your counsel and any other person or entity;
- i. The identity of all counsel representing you who will appear at the Final Approval Hearing;
- j. A list of all persons which will be called to testify at the Final Approval Hearing in support of the objection;
- k. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- l. Your signature (your attorney's signature is not sufficient).

The filing of an objection may allow Class Counsel or Counsel for the City to notice the objecting party to take his or her deposition at an agreed upon location before the Final Approval Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure of the objector to comply with the discovery requests may result in the Court striking the objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

Any Class Member who fails to object in the manner set forth above will be deemed to have forever waived his or her objections.

19. Can I call the Court or the Judge's office about my objections?

No. If you have questions, you may visit the Main Settlement Webpage on the City's website (*INSERT URL OF MAIN SETTLEMENT WEBPAGE*) for more information about the settlement. You may also call Class Counsel.

20. When and where will the Court decide to approve the Settlement?

The Court will hold a Final Approval Hearing at ____:00 __.m. on _____ at the Chatham County Courthouse. After the Final Approval Hearing the Court will decide whether to finally certify the Settlement Classes and whether to approve the Settlement. The Court may also decide how much to pay Class Counsel and whether to award a class service payment to Named Plaintiff. Additionally, if no objections are filed, the Court may elect to conduct the hearing telephonically or virtually without further notice to the Class. We do not know how long it will take the Court to make its decision.

Important! The time and date of the Final Approval Hearing may change without additional mailed or published notice.

21. Why is there a hearing?

At the Final Approval Hearing the Court will consider whether to finally certify the Settlement Classes and whether the Settlement is fair, reasonable and adequate. If there are objections that were properly submitted (see Question No. 18) the Court will consider them. At its discretion, the Court may listen to people who have properly filed objections (see Question No. 18) and have asked to speak at the hearing.

22. Do I have to come to the hearing?

No. Class Counsel will present the [Proposed] Consent Judgment settling this Lawsuit to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you make an objection, you do not have to come to Court to talk about it. As long as you mailed or otherwise submitted your written objection according to the instructions (including the deadlines) in Question No. 18, including all of the information required, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must mail or otherwise submit an objection according to the instructions (including the deadlines) in Question No. 18. The Court, in its discretion, may determine which, if any, of the Class Members who properly submitted an objection and requested to be heard at the Final Approval Hearing will be entitled to appear and be heard.

If you wish to present evidence at the Final Approval Hearing you must identify any witnesses you may call to testify and any exhibits you intend to introduce as evidence at the Final Approval Hearing in your written objection (see Question No. 18).

24. Can I exclude myself from the Settlement?

No. You do not have the right to exclude yourself from the Settlement, but you do have the right to object to the Settlement in writing (see Question No. 18).

Getting More Information about the Settlement

25. How do I get more information?

Visit the Main Settlement Webpage on the City's website at ***FILL IN URL OF MAIN SETTLEMENT WEBPAGE*** where you can find claim forms, information on the Lawsuit and the Settlement, and documents such as the Complaint filed by Named Plaintiff and the [Proposed] Consent Judgment.

You may also call Class Counsel at (912) 638-5200 or write Class Counsel at:

James L. Roberts, IV, Esquire
ROBERTS TATE, LLC
Post Office Box 21828
St. Simons Island, Georgia 31522

PLEASE DO NOT CALL OR WRITE TO THE JUDGE CONCERNING THIS LAWSUIT OR THE SETTLEMENT. PLEASE DO NOT CALL THE CLERK OF COURT. EXCEPT FOR SUBMITTING OBJECTIONS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED IN QUESTION NO. 18, PLEASE DO NOT WRITE TO THE CLERK OF COURT CONCERNING THIS LAWSUIT OR THE SETTLEMENT.

Full Text of the Settlement

26. What is the full text of the Release for the Settlement?

A. Released Claims

Named Plaintiffs and Class Members agree to release and forever discharge, and by this Agreement do, for themselves, their heirs, executors and administrators, release and forever discharge Defendant, its past, present and future parent and affiliate corporations, offices and departments, and their respective past, present and future divisions, subsidiaries, affiliates and related governmental entities and their successors, assigns, directors, officers, employees, attorneys, agents and representatives, personally and as directors, officers, employees, attorneys, agents, or representatives (collectively, the “Releasees”), of and from all manner of action and actions, causes and causes of action, sums of money, covenants, contracts, controversies, agreements, promises, damages (including, but not limited to, attorneys fees), claims and demands for the payment of fees asserted in the Lawsuit related to or arising out of the assessment of fees on all commercial or residential building permit applicants as alleged in the Lawsuit from July 30, 2016 to present whether in law or in equity (the “Released Claims”).

B. Effect of Failure to Grant Final Approval

In the event that the Court fails to enter an Order granting Final Approval to this [Proposed] Consent Judgment, the Lawsuit shall resume, this [Proposed] Consent Judgment and any Order granted pursuant to this [Proposed] Consent Judgment, including but not limited to the Preliminary Approval Order shall have no res judicata or collateral estoppel effect and shall be of no force or effect, and the Parties’ rights and defenses shall be restored without prejudice as if this [Proposed] Consent Judgment had never been entered into unless either: (1) Named Plaintiff and Defendant agree in writing to a modification of the [Proposed] Consent Judgment and obtain approval of the [Amended Proposed] Consent Judgment with such agreed to modification, or (2) Named Plaintiff and Defendant successfully obtain reversal of the decision denying entry of the Order granting Final Approval to this [Proposed] Consent Judgment after reconsideration or appellate review.

C. Continuing Jurisdiction

The Court shall retain jurisdiction over the interpretation and implementation of this [Proposed] Consent Judgment, as well as any matters arising out of, or related to, the interpretation or implementation of this [Proposed] Consent Judgment.

Exhibit “E”

Subject Line: Notice of Class Action Settlement: VTAL v. City of Savannah

Body of Email:

VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

TO: COMMERCIAL OR RESIDENTIAL BUILDING PERMIT APPLICANTS IN THE CITY OF SAVANNAH FROM JULY 30, 2016 TO PRESENT WHO WERE ASSESSED AND PAID WATER TAP-IN FEES, SEWER TAP-IN FEES, RECLAIMED WATER FEES, WATER ADDITIONAL FEES, SEWER AREA ADDITIONAL FEES, SEWER SITE ADDITIONAL FEES OR TREATMENT PLANT FEES FOR ANY TREATMENT PLANT OTHER THAN THE CROSSROADS SEWAGE PLANT, GEORGETOWN PLANT, PRESIDENT STREET PLANT OR THE TRAVIS FIELD TREATMENT PLANT.

PLEASE READ THIS NOTICE CAREFULLY. A COURT AUTHORIZED THIS NOTICE.

A Settlement has been preliminarily approved by the Superior Court of Chatham County, Georgia in the class action lawsuit (the “Lawsuit”) listed above. If the Settlement is approved by the Court at or after the Fairness Hearing described below, the City of Savannah has agreed to the create an Aggregate Refund Fund in the amount of \$3,500,000.00 (the “Aggregate Refund Fund”). Individual Class Member refunds will be calculated pursuant to the terms of the [Proposed] Consent Judgment on Aggregate Refund and Order (“[Proposed] Consent Judgment”).

You are a member of the Classes if you:

- (1) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Water Tap-in Fees where no water meter service application was submitted in conjunction with the Building Permit Application; or
- (2) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted in conjunction with the Building Permit Application; or
- (3) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Reclaimed Water Fees where no water meter application was submitted in conjunction with the Building Permit Application; or

- (4) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but had an existing water and sewer account for the property at the time the Building Permit Application was submitted; or
- (5) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Treatment Plant Fees for any treatment plant other than the Crossroads Sewage Plant, Georgetown Plant, President Street Plant, or the Travis Field Treatment Plant.

A Final Approval Hearing will be held on _____ at _____ .m. in Courtroom _____ at the Chatham County Courthouse before the Honorable Lisa Goldwire Colbert to determine among other things: (1) whether to finally certify the Settlement Classes; (2) whether the proposed Settlement should be granted final approval; (3) whether Class Counsel's request for an award of attorneys' fees, expenses and service award to Class Representative should be approved; and (4) whether the Lawsuit and the Class Members' claims against the City of Savannah should be dismissed and final judgment entered. If no objections are filed, the Court may elect to hold the hearing telephonically or virtually.

If you are a member of the Classes as defined above, your rights may be affected by the proposed Settlement as set forth in the [Proposed] Consent Judgment.

You do not have the right to exclude yourself from the Settlement in this Lawsuit, but you do have the right to object in writing. Any objection by a Class Member must postmarked on or before _____ **and must comply with the requirements stated in the [Proposed] Consent Judgment, Section D which can be found at [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE].**

After the Settlement has been approved by the Court, you will not be required to do anything to receive your refund. The Administrator will post the list of Class Members and the calculated refund amount due at [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE] as provided in the [Proposed] Consent Judgment. If you believe you are a Class Member but not identified on the list, you can complete and submit a Claim Form for Missing Class Member found on [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE].

If you are a member of the Classes and have not yet received the Full Notice of this Settlement, or if you want more information regarding anything in the Email Notice, you may obtain such information by visiting [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE], calling Class Counsel at (912) 638-5200 or writing Class Counsel at ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE JUDGE REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

Exhibit “F”

VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

TO: COMMERCIAL OR RESIDENTIAL BUILDING PERMIT APPLICANTS IN THE CITY OF SAVANNAH FROM JULY 30, 2016 TO PRESENT WHO WERE ASSESSED AND PAID WATER TAP-IN FEES, SEWER TAP-IN FEES, RECLAIMED WATER FEES, WATER ADDITIONAL FEES, SEWER AREA ADDITIONAL FEES, SEWER SITE ADDITIONAL FEES OR TREATMENT PLANT FEES FOR ANY TREATMENT PLANT OTHER THAN THE CROSSROADS SEWAGE PLANT, GEORGETOWN PLANT, PRESIDENT STREET PLANT OR THE TRAVIS FIELD TREATMENT PLANT.

PLEASE READ THIS NOTICE CAREFULLY. A COURT AUTHORIZED THIS NOTICE.

A Settlement has been preliminarily approved by the Superior Court of Chatham County, Georgia in the class action lawsuit (the “Lawsuit”) listed above. If the Settlement is approved by the Court at or after the Fairness Hearing described below, the City of Savannah has agreed to the create an Aggregate Refund Fund in the amount of \$3,500,000.00 (the “Aggregate Refund Fund”). Individual Class Member refunds will be calculated pursuant to the terms of the [Proposed] Consent Judgment on Aggregate Refund and Order (“[Proposed] Consent Judgment”).

You are a member of the Classes if you:

- (1) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Water Tap-in Fees where no water meter service application was submitted in conjunction with the Building Permit Application; or
- (2) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Sewer Tap-in Fees where no request for a permit to connect to a sanitary sewer line was submitted in conjunction with the Building Permit Application; or
- (3) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Reclaimed Water Fees where no water meter application was submitted in conjunction with the Building Permit Application; or
- (4) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Water Additional Fees, Sewer Area Additional Fees or Sewer Site Additional Fees but had an existing water and sewer account for the property at the time the Building Permit Application was submitted; or

- (5) Submitted a Commercial or Residential Building Permit Application to the City of Savannah from July 30, 2016 to present and were assessed and paid Treatment Plant Fees for any treatment plant other than the Crossroads Sewage Plant, Georgetown Plant, President Street Plant, or the Travis Field Treatment Plant.

A Final Approval Hearing will be held on _____ at _____ .m. in Courtroom _____ at the Chatham County Courthouse before the Honorable Lisa Goldwire Colbert to determine among other things: (1) whether to finally certify the Settlement Classes; (2) whether the proposed Settlement should be granted final approval; (3) whether Class Counsel's request for an award of attorneys' fees, expenses and service award to Class Representative should be approved; and (4) whether the Lawsuit and the Class Members' claims against the City of Savannah should be dismissed and final judgment entered. If no objections are filed, the Court may elect to hold the hearing telephonically or virtually.

If you are a member of the Classes as defined above, your rights may be affected by the proposed Settlement as set forth in the [Proposed] Consent Judgment.

You do not have the right to exclude yourself from the Settlement in this Lawsuit, but you do have the right to object in writing. Any objection by a Class Member must postmarked on or before _____ **and must comply with the requirements stated in the [Proposed] Consent Judgment, Section D which can be found at [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE].**

After the Settlement has been approved by the Court, you will not be required to do anything to receive your refund. The Administrator will post the list of Class Members and the calculated refund amount due at [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE] as provided in the [Proposed] Consent Judgment. If you believe you are a Class Member but not identified on the list, you can complete and submit a Claim Form for Missing Class Member found on [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE].

If you are a member of the Classes and have not yet received the Full Notice of this Settlement, or if you want more information regarding anything in the Publication Notice, you may obtain such information by visiting [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE], calling Class Counsel at (912) 638-5200 or writing Class Counsel at ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE JUDGE REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

Exhibit “G”

**[Notice to be placed on the City's Permit Webpage:
<https://www.savannahga.gov/931/Applications-Checklists>]**

For information about the class action lawsuit *VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah* involving Commercial or Residential Building Permit Applications from July 30, 2016 to present click here: [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE].

Exhibit “H”

VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

TO: COMMERCIAL OR RESIDENTIAL BUILDING PERMIT APPLICANTS IN THE CITY OF SAVANNAH FROM JULY 30, 2016 TO PRESENT WHO WERE ASSESSED AND PAID WATER TAP-IN FEES, SEWER TAP-IN FEES, RECLAIMED WATER FEES, WATER ADDITIONAL FEES, SEWER AREA ADDITIONAL FEES, SEWER SITE ADDITIONAL FEES OR TREATMENT PLANT FEES OTHER THAN THE CROSSROADS SEWAGE PLANT, GEORGETOWN PLANT, PRESIDENT STREET PLANT OR THE TRAVIS FIELD TREATMENT PLANT.

PLEASE READ THIS NOTICE CAREFULLY. A COURT AUTHORIZED THIS NOTICE.

A list of Class Members and the calculated refund amount owed to each has been posted by the Administrator at [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE]. If you believe you are a Class Member but not identified on the list, you can complete and submit a Claim Form for Missing Class Member found on [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE].

If you are a member of the Classes and have not yet received the Full Notice of this Settlement, or if you want more information regarding anything in the Publication Notice, you may obtain such information by visiting [INSERT URL TO THE MAIN SETTLEMENT WEBPAGE], calling Class Counsel at (912) 638-5200 or writing Class Counsel at ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE JUDGE REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

Exhibit “I”

CLASS MEMBER IDENTIFICATION

Please Type or Print

Name:
Current Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Address where refund is to be mailed (if different from current address): Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

PROJECT IDENTIFICATION

The information below concerns the project where the fees were assessed.

Name of the Project:
Permit No:
Project Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Name of Property Owner (if different than Class Member Identification above):
Address of Property Owner (if different than Class Member Identification above): Street Address: _____ _____ City: _____ State: _____ Zip Code: _____

Area Code and Phone number (day) for Property Owner (if different than Class Member Identification above):

Area Code and Phone number (evening) for Property Owner (if different than Class Member Identification above):

Email for Property Owner (if different than Class Member Identification above):

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

SUPPORTING DOCUMENTATION

You may attach to this Claim Form any documentation that you believe supports your claim that you are entitled to a refund. Make sure each page of such documentation is clearly labeled with your name.

CERTIFICATION

I declare and affirm under penalties of perjury that the foregoing information contained herein and documents attached here to, if any, are true, correct and complete to the best of my knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature

(Print your name here)

Exhibit “J”

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

VTAL REAL ESTATE, LLC)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. SPCV21-00789-CO
)	
v.)	
)	
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH)	
)	
)	
Defendants.)	

OBJECTION FORM FOR CLASS MEMBER

If you have an objection to an individual refund amount as shown on the list of Class Members and the calculated refund amount owed to each posted on the Main Settlement Webpage: **[FILL IN URL FOR MAIN SETTLEMENT WEBPAGE]**, or if you have any disputes about the individual refund calculation and administration process, you must file an objection with the Special Master **within forty-five (45) days from the date the individual refund calculations were posted on the Main Settlement Webpage.** Please use this form to submit your objection.

You will need to mail your objection to both the Administrator and the Special Master at the following addresses:

**Administrator Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
VTAL Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

**Rita Spalding
Special Master
VTAL Class Action Settlement
1522 Richmond Street
Brunswick, Georgia 31520**

The Administrator will review your objection and provide his findings to the Special Master. Objections will be considered and ruled upon by the Special Master appointed by the Court. The Special Master's decisions are final and binding.

CLASS MEMBER IDENTIFICATION

Please Type or Print

Name:
Current Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Address where refund is to be mailed (if different from current address): Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

PROJECT IDENTIFICATION

The information below concerns the project where the fees were assessed.

Name of the Project:
Permit No:
Project Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Name of Property Owner (if different than Class Member Identification above):
Address of Property Owner (if different than Class Member Identification above): Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Area Code and Phone number (day) for Property Owner (if different than Class Member Identification above):

Area Code and Phone number (evening) for Property Owner (if different than Class Member Identification above):

Email for Property Owner (if different than Class Member Identification above):

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

OBJECTION TO INDIVIDUAL REFUND AMOUNTS

Please provide your reason for objecting to the individual refund amount shown on the list of Class Members and the calculated refund amount owed to each and what you believe the correct refund amount should be:

SUPPORTING DOCUMENTATION

You may attach to this Objection Form any documentation that you believe supports your objection. Make sure each page of such documentation is clearly labeled with your name.

CERTIFICATION

I declare and affirm under penalty of perjury that the foregoing information contained herein and documents attached hereto, if any, are true, correct and complete to the best of my knowledge, information and belief, and that this Objection Form was executed this _____ day of _____, 20____.

Signature

(Print your name here)

Exhibit “K”

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

VTAL REAL ESTATE, LLC)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. SPCV21-00789-CO
)	
v.)	
)	
MAYOR AND ALDERMEN OF THE)	
CITY OF SAVANNAH)	
)	
)	
Defendants.)	

ADDRESS UPDATE FOR CLASS MEMBER

If you are a Class Member in the above referenced class action matter and need to update your address, use this form.

Mail completed form to:

**Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
VTAL REAL ESTATE, LLC CLASS ACTION
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244**

CLASS MEMBER IDENTIFICATION

Please Type or Print

Name:	
Current Address:	
Street Address:	
City:	

State: _____ Zip Code: _____
Address where refund is to be mailed (if different from current address): Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

PROJECT IDENTIFICATION

The information below concerns the project where the fees were assessed.

Name of the Project:
Permit No:
Project Address: Street Address: _____

City: _____
State: _____
Zip Code: _____
Name of Property Owner (if different than Class Member Identification above):
Address of Property Owner (if different than Class Member Identification above):
Street Address: _____

City: _____
State: _____
Zip Code: _____
Area Code and Phone number (day) for Property Owner (if different than Class Member Identification above):
Area Code and Phone number (evening) for Property Owner (if different than Class Member Identification above):
Email for Property Owner (if different than Class Member Identification above):

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

Exhibit “L”

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

VTAL REAL ESTATE, LLC)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. SPCV21-00789-CO
)	
v.)	
)	
MAYOR AND ALDERMEN OF THE)	
CITY OF SAVANNAH)	
)	
)	
Defendants.)	

NOTICE OF COMPLETION

I, _____, am the VTAL QSF Administrator in the above referenced class action matter. I hereby give notice of the completion of the administration of the Settlement in this matter. [There were not any remaining funds from the Aggregate Refund Account to return to the City of Savannah as set forth in Section J of the Consent Judgment. *OR* Remaining funds from the Aggregate Refund Account in the amount of _____ were returned to the City of Savannah as set forth in Section J of the Consent Judgment].

Respectfully submitted this the _____ day of _____, 20____.

VTAL QSF Administrator