





**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **BULLOCH**

**I. GENERAL INSTRUCTIONS:**

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

<p><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="829 1178 1528 1409" style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

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

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

## **II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

Bulloch County  
City of Statesboro  
Town of Brooklet  
Town of Portal  
Town of Register  
Development Authority of Bulloch County  
Statesboro Housing Authority  
Statesboro Convention and Visitors Bureau  
Statesboro-Bulloch County Land Bank Authority

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

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

Airport  
Animal Shelter/Control  
Code Enforcement  
Courts  
Development Services  
Downtown Development  
Economic Development  
Elections and Voter Registration  
Emergency 911  
Emergency Management  
Emergency Medical and Rescue  
Engineering  
Fire Protection  
Housing and Urban Redevelopment  
Indigent Defense  
Jail  
Law Enforcement  
Library  
Natural Gas  
Parks and Recreation  
Planning and Zoning  
Public Health Services  
Public Housing  
Recycling  
Road and Street Construction  
Road and Street Maintenance  
Senior Citizens Program/Title 3  
Social Services /Public Health  
Solid Waste Collection/Recycling  
Solid Waste Disposal  
Stormwater  
Tourism

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

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

Wastewater

Water





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: BULLOCH**

**Service: Wastewater**

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

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

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Statesboro	SPLOST, Water-sewer fund, Grants, CDBG
Town of Portal	SPLOST, Water-sewer fund, Grants, CDBG
City of Brooklet	SPLOST, Water-sewer fund, Grants, CDBG

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

Each municipality is authorized, but not required, to provide wastewater service within their sewer service area. The City of Brooklet has been added as a service provider. Funding methods have been added for the City of Brooklet. A Brooklet service area map and Intergovernmental Agreements have been attached.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Brooklet-Sboro Wastewater	City of Brooklet, City of Statesboro	7/20/2023-7/24/2073
Bulloch-Statesboro 301 TAD1	Bulloch County, City of Statesboro	3/5/2013-3/5/2063

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

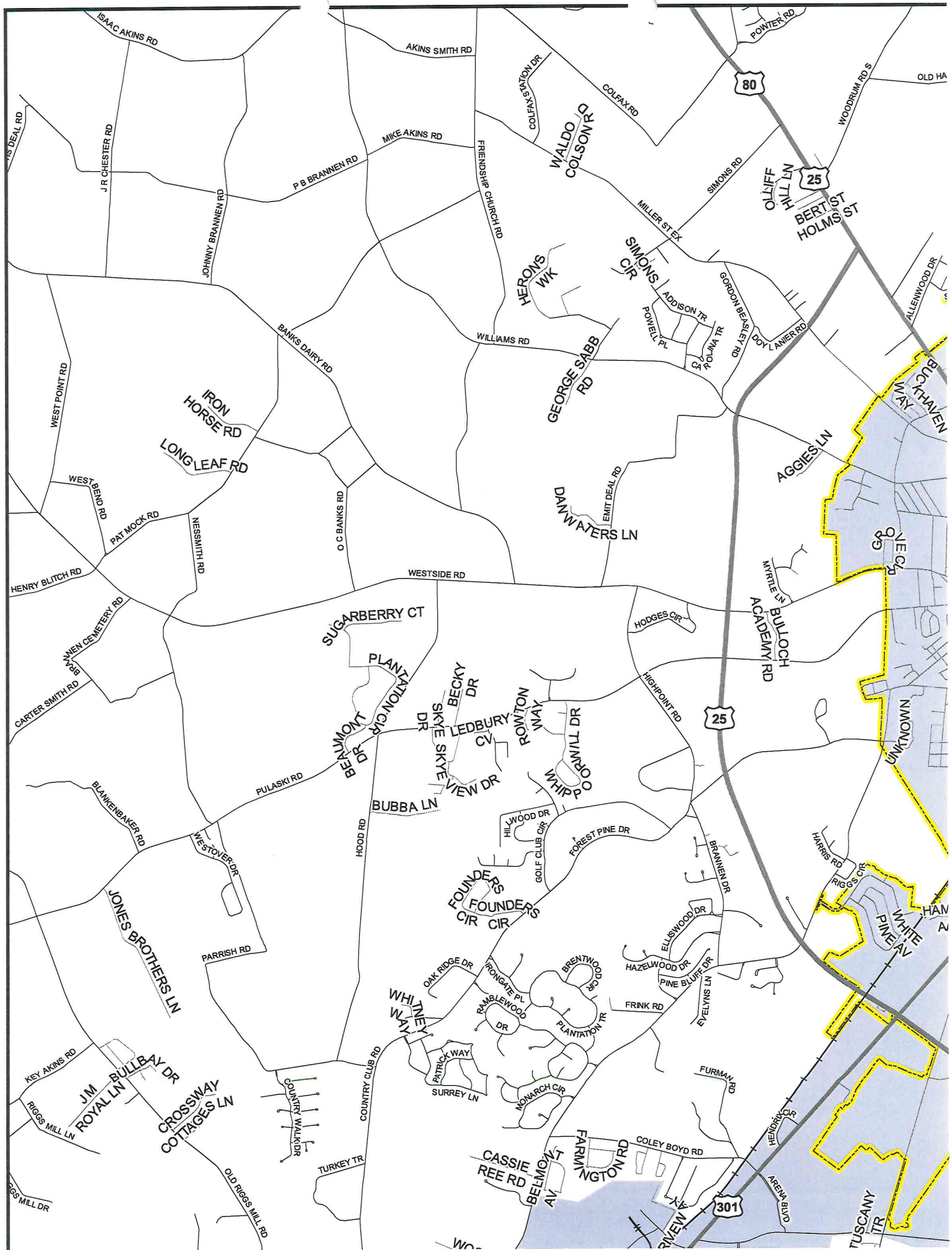
N/A

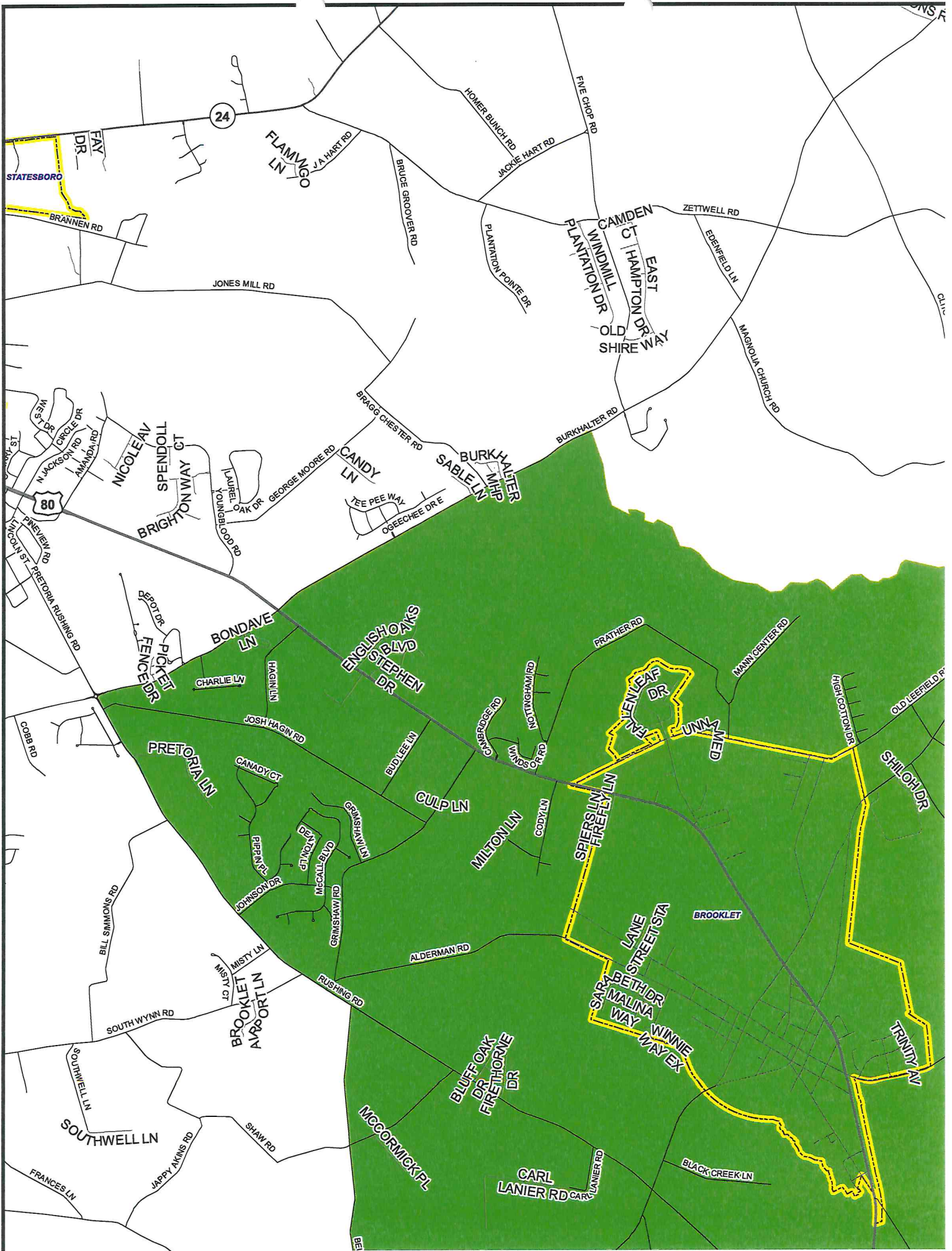
7. Person completing form: **James Pope**  
 Phone number: **912-764-6245**      Date completed: 8/10/2023

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

If not, provide designated contact person(s) and phone number(s) below:  
**TOM COUCH, BULLOCH COUNTY MANAGER, 912-764-6245; CHARLES PENNY, CITY OF STATESBORO CITY MANAGER, 912-764-5468**







STATESBORO

24

FAY DR  
BRANNEN RD

FLAMMINGO LN  
J A HART RD

HOMER BLUNCH RD  
JACKIE HART RD  
BRUCE GROOVER RD

CAMDEN  
WINDMILL  
PLANTATION DR  
OLD SHIRE  
EAST HAMPTON DR

ZETWELL RD  
EDENFIELD LN  
MAGNOLIA CHURCH RD

JONES MILL RD

BRANTLEY ST  
PINEVIEW RD  
N JACKSON RD  
CIRCLE DR  
AMANDA RD

NICOLEAV  
SPENDOLL  
BRIGHTONWAY CT

BRACE CHESTER RD  
CANDY LN  
JEE PEE WAY  
OSBEECHIE DR E

BURKHALTER  
SABLE LN

80  
VINCENY ST  
PRETORIA RUSHING RD

GEOT DR  
FENCED DR

BONDAVE LN  
CHARLIE LN

ENGLISH OAKS  
STEPHEN DR

BURKHALTER  
SABLE LN

BURKHALTER RD

PRATHER RD

VENLEAF DR  
UNK MED

MANN CENTER RD

PRETORIA LN  
CANADY CT

JOSH HAGN RD  
HAGN LN

BUDLEE LN

MILTON LN  
CODY LN

SPIERS LN  
FIREFLY LN

SHILOH DR  
OLD VEEFIELD RD

BILL SIMMONS RD

JOHNSON DR  
GRIMSHAW LN

ALDERMAN RD

LANE STREET STA  
BROOKLET

SOUTH WYNN RD

MISTY LN  
BROOKLET AIRPORT LN

RUSHING RD

SARY BETH DR  
MALINA WAY  
WINNIE WAY EX

TRINITY W

SOUTHWELL LN

FRANCES LN

JAPPY AKINS RD

SHAW RD

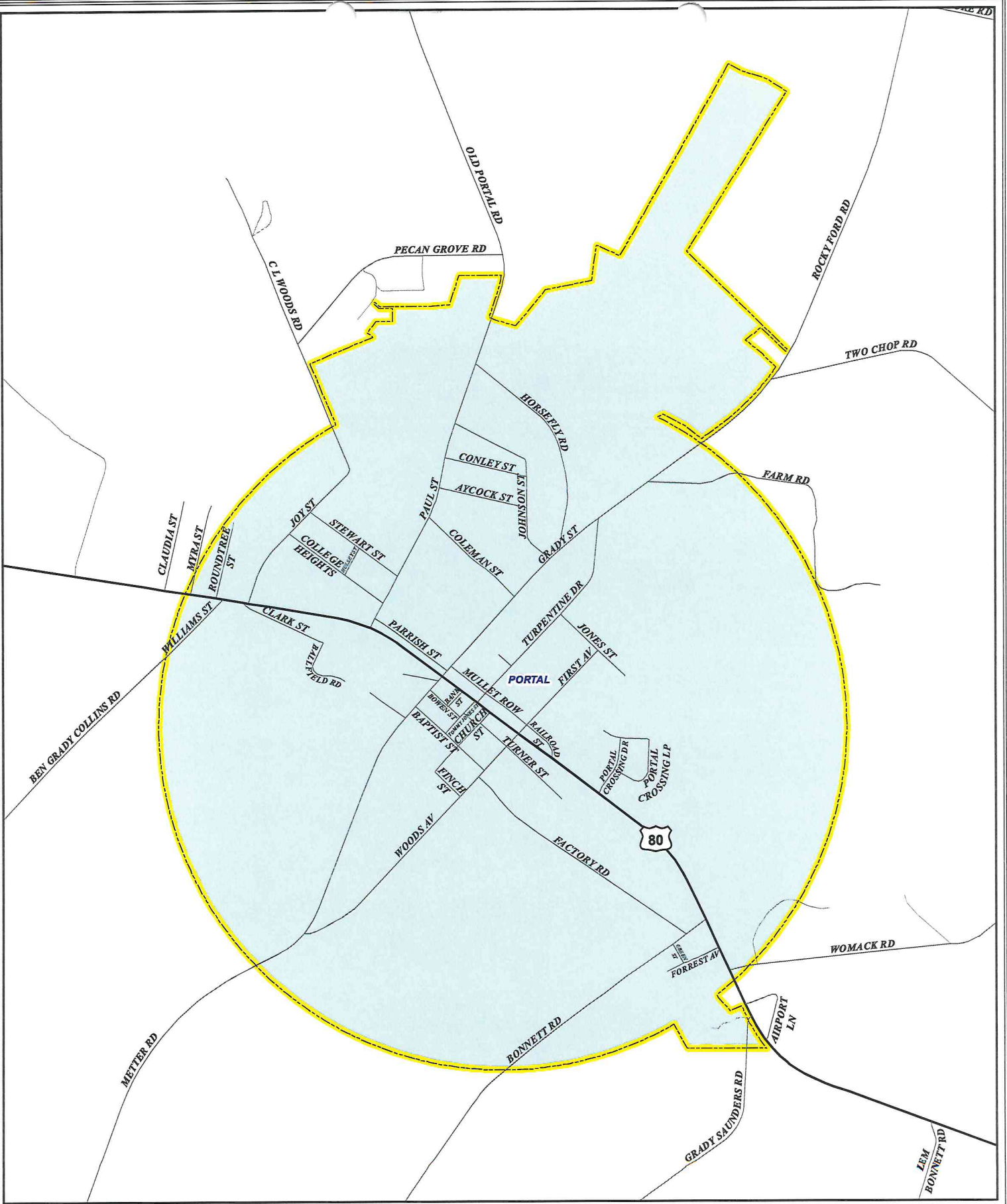
MCCORMICK PL

BLUFF OAK DR  
FIRETHORNE DR

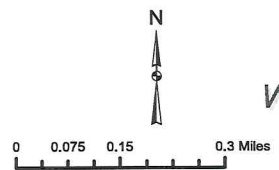
CARL LANIER RD

BLACK CREEK LN





TOWN OF PORTAL  
WASTEWATER COLLECTION & TREATMENT



**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF  
BROOKLET, GEORGIA AND THE CITY OF STATESBORO, GEORGIA FOR  
WASTEWATER TREATMENT**

**THIS AGREEMENT** is made and entered into this 24<sup>th</sup> day of July, 2023, by and between the **CITY OF BROOKLET, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter "**Brooklet**"), and **THE CITY OF STATESBORO, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter "**Statesboro**").

**WITNESSETH:**

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia may contract with one another for the provision of services, and for the use of facilities which the County, school district or other political subdivision is authorized by law to provide, for a term not to exceed 50 years; and

**WHEREAS**, Statesboro owns and operates a Wastewater Treatment Plant, herein called "WWTP", for the treatment of sanitary wastewater sewage; and

**WHEREAS**, Brooklet is desirous of constructing a wastewater treatment system, and in connection there with, has received a matching grant from the State of Georgia in the amount of \$2,031,000 for such purposes, which will necessitate the financing of the portion of the project for the match required by the grant, and perhaps additional funds, all of which shall be sufficient only to construct the necessary infrastructure for a wastewater treatment system without constructing a wastewater treatment plant; and

**WHEREAS**, Brooklet ultimately hopes to construct a wastewater treatment plant in the future if there is a sufficient customer base provided by growth that is anticipated to occur in the area; and

**WHEREAS**, Statesboro has agreed, pursuant to the terms and provisions of this Intergovernmental Agreement, to treat the sewage generated by Brooklet's wastewater treatment system, not to exceed 100,000 gallons per day initially and not to exceed 300,000 gallons per day within 5 years from the date of this Intergovernmental Agreement, provided that no Industrial Users or Contributors will be allowed to connect to Statesboro's system (via Brooklet) under this Intergovernmental Agreement, without Statesboro's express written consent, and Statesboro shall, subject to the terms and provisions of this Intergovernmental Agreement, continue to provide such service until such time that Brooklet constructs its own wastewater treatment plant or is provided access to another wastewater treatment plant.

**NOW THEREFORE**, for and in consideration of good and valuable consideration described herein, together with the mutual and reciprocal benefits flowing to each of the parties hereto, the parties do hereby agree as follows:

**Definitions.**

For the purpose of this Intergovernmental Agreement, the words, terms and abbreviations used herein shall have the meanings, unless the context specifically indicates otherwise, as set out and defined in Chapter 82 of the Code of Ordinances of Statesboro, "ARTICLE IV.-SEWER SERVICE", (hereinafter referred to as "Sewer Ordinance") as amended from time to time.

**Effective Date, Term and Termination.**

This Intergovernmental Agreement shall be effective as of the 20th day of July, 2023, and shall have a term of 50 years from said effective date, unless sooner terminated as follows:

- a. There is no longer a wastewater treatment plant operated for the benefit of the citizens of Statesboro;
- b. Brooklet notifies Statesboro that it is either unable to obtain the requisite financing to construct a wastewater treatment system (to include Aid to Construction Fees provided for in paragraph 8 of this Agreement) or is unable to obtain from Bulloch County the requisite easement along the S & S Greenway Trail adjacent to Josh Hagin Road owned by the County to connect to Statesboro's wastewater treatment system; or
- c. Brooklet provides at least 90 days notice to Statesboro that it has either constructed its own wastewater treatment plant, or that it has access to another wastewater treatment plant to treat sewage discharged from its wastewater treatment system, and that Brooklet is desirous of terminating this intergovernmental agreement effective as of a certain date.

**Compatibility of Brooklet's System and Statesboro's System.**

Because Brooklet's wastewater treatment system shall be tied into and must be compatible with Statesboro's system, Brooklet and Statesboro agree to the following:

- a. Statesboro's Approval of Plans and Specifications.

Statesboro shall, prior to the beginning of construction of Brooklet's wastewater treatment system, first approve the plans and specifications under which such system shall be constructed, which approval shall not unreasonably be withheld. Statesboro agrees to conduct its review of such plans and specifications in a timely manner such that the project is not unreasonably delayed. Such approval shall be given in writing.



b. Statesboro's Approval of Brooklet's Sewer Ordinance.

Brooklet shall adopt a sewer ordinance substantially similar to Statesboro, and prior to adoption thereof, or any amendment thereto, Statesboro shall first approve the language contained therein, which approval shall not unreasonably be withheld. Statesboro agrees to conduct its review of any such proposed ordinance or any amendment thereto in a timely manner such that the adoption of any such proposed ordinance or any amendment thereto is not unreasonably delayed.

c. Compliance with Applicable Laws.

In the construction, maintenance and operation of its wastewater treatment system, Brooklet agrees to comply with all State and Federal laws.

d. Enforcement of Sewer Ordinance.

Brooklet agrees to enforce its sewer ordinance, as adopted and/or amended, as contemplated in subparagraph b above.

e. Customer Outside Brooklet's City Limits.

In the event there is a sewer customer located outside of the municipal boundaries of Brooklet, as may be amended from time to time, but within Brooklet's Service Delivery Area for sewer as set forth in the applicable Service Delivery Strategy Agreement by and among Bulloch County and its municipalities, and Brooklet is desirous of serving such customer, and Brooklet's City Council determines that it is it logistically and financially feasible for Brooklet to do so, Brooklet shall first obtain the approval of Statesboro to serve such customer, which approval shall not be unreasonably withheld. Conversely, if Brooklet is not desirous of serving such customer for any reason, including, but not limited to, logistical or financial reasons, Statesboro may serve such customer if it obtains the approval of Brooklet, which approval shall not be unreasonably withheld. Any such approvals under this paragraph shall be in writing.

-4-

**Discharge Limitations.**

It is understood by and between Brooklet and Statesboro that there is limited capacity in the WWTP, and therefore agree that Brooklet's right to discharge into Statesboro's WWTP shall be subject to the following limitations:

a. Brooklet's maximum flow rate to the WWTP shall not exceed 100,000 gallons per day at an initial start up, which flow rate may continue to be increased over a period of up to 5 years and up to a maximum of 300,000 gallons per day.

b. After the maximum of 300,000 gallons per day is reached, any new connections to the WWTP by Brooklet shall be prohibited unless sufficient capacity is available in all downstream conveyance and treatment facilities including, but not limited to, capacity for



flow, CBOD and TSS, as determined by Statesboro. Any approval for additional connections that would increase flow rate over and above 300,000 gallons per day must be approved by Statesboro, which approval shall be in writing.

c. Brooklet shall not allow, without Statesboro's express written consent (such as in a case where pretreatment is available), any Industrial User or Contributor to connect to Brooklet's wastewater treatment system to the extent served by Statesboro's WWTP, it being understood and agreed that only residential customers discharging Normal Sewage and Commercial Users or Contributors shall be allowed to ultimately discharge into Brooklet's wastewater treatment system being served by Statesboro's WWTP unless Brooklet obtains Statesboro's express written consent to the contrary.

-5-

#### **Measuring Devices.**

a. Statesboro agrees to provide, install, and maintain an accurate sewage metering device at a location in close proximity to the Five Points Roundabout and in a manner which will ensure the volume of all sewage flowing from Brooklet to the WWTP will be measured at the point where it's sewage leaves Brooklet's system and connects to Statesboro's system to discharge to Statesboro WWTP. The measuring device shall be equipped with an automatic flow measuring and recording device.

b. The records and reports from such measuring device shall be kept and maintained by Statesboro, and shall be made available to Brooklet within a reasonable time upon written request.

c. In the event of failure of such measuring device for the purpose of determining charges pursuant to this Agreement, the daily measurement of flow will be determined as the average daily volume from the preceding three month period.

-6-

#### **Testing and Sampling.**

a. Sampling of sewage from Brooklet's sewage treatment system shall be reasonably carried out by customarily accepted methods in the industry as reasonably required by Statesboro.

b. Both parties will reasonably cooperate in performing such additional tests and sampling that is required by the State or Federal Agency having jurisdiction.

c. Testing and sampling required by this Agreement will be performed monthly at the expense of Brooklet at a state approved and certified laboratory.

d. Statesboro shall have the right, at all reasonable times, to inspect, examine, sample, and test all sewers and sewage of Brooklet.

e. Statesboro shall have the right to refuse to accept or treat sewage that is in violation of Statesboro's Sewer Ordinance.

-7-

### **Operations.**

a. Both parties will at all times use reasonable and diligent care to keep their sewer systems and water pollution control facilities in good operating condition.

b. All parts of the WWTP and all records and accounts relating to the matters covered by this Intergovernmental Agreement and the applicable sewer ordinances, shall be made available for inspection by either party at any reasonable time.

c. Both parties agree to reasonably cooperate with one another in the enforcement of their respective sewer related ordinances.

d. Neither party shall be liable to the other for damages in the case of an operational or system failure not due to its negligence or which is caused by an event beyond its control.

-8-

### **Charges and Payments.**

a. Aid to Construction Fees.

i. Brooklet shall pay to Statesboro a one-time Aid to Construction Fee in the amount of \$160,000.00 for the first 100,000 gallons per day (GPD) of capacity in Statesboro's WWTP, calculated as follows:  $(\$1.60 \text{ per gallon}) \times (100,000 \text{ GPD}) = \$160,000.00$ . One half of said amount, \$80,000.00, shall be paid within 90 days from the date of the Notice to Proceed from Brooklet to the applicable contractor that is awarded the bid to construct Brooklet's wastewater treatment system. The remaining one half, \$80,000.00, shall be paid on or before the date that sewage begins flowing from Brooklet's system to Statesboro's WWTP.

ii. Beginning with the date that the sewage flowing from Brooklet's wastewater treatment system to Statesboro's WWTP is in excess of 100,000 gallons per day (GPD), Brooklet shall pay to Statesboro a one-time Aid to Construction Fee in the amount of \$640,000.00 for an additional 200,000 GPD of capacity, based upon the following calculation:  $(\$3.20 \text{ per gallon}) \times (200,000 \text{ GPD}) = \$640,000.00$ .

b. Rate for Treatment.

Statesboro shall charge Brooklet and Brooklet shall pay Statesboro during the term of this Agreement for the treatment of sewage from Brooklet's wastewater treatment system being treated at Statesboro's WWTP at a rate that is equal to one and one half times Statesboro's in city sewer rate for residential customers for 1000 gallons per day of sewer flow, which rate is presently \$3.19 as of July 1, 2023. Statesboro agrees to provide Brooklet at least 30 days notice of any change in the in city sewer rate for residential customers that affects the rate being

charged to Brooklet so that Brooklet can make any needed change in the sewer rates to its customers.

-9-

#### **Future Construction.**

Statesboro shall be responsible for any future capital expenditures or investments necessary to provide adequate capacity for the distribution and treatment of sewage from Brooklet's wastewater treatment system to be treated by Statesboro's WWTP in accordance with this Agreement.

-10-

#### **Brooklet Rate/Payment Covenant.**

Brooklet agrees that at all times during the term of this Agreement that it shall establish and maintain sufficient sewer rates and charges to meet the payment obligations of Brooklet arising under this Agreement. Furthermore, the payment obligations of Brooklet arising under this Agreement shall constitute a general obligation for which the full faith, credit and taxing power of Brooklet are pledged. Notwithstanding the foregoing, Brooklet may make any payments due under this Agreement from any lawful available funds.

-11-

#### **Remedies.**

a. General remedies.

This Agreement may be enforced utilizing all remedies available at law or equity, including, but not limited to, breach of contract, specific performance and mandamus. It is agreed that jurisdiction and venue shall be in the Superior Court of Bulloch County. If Statesboro is the prevailing party in any such action, Statesboro shall be entitled to recover from Brooklet reasonable attorneys fees, which amount shall be determined and approved by the judge presiding over the action.

b. Nonpayment.

If, at any time during the term of this Agreement, Brooklet is in excess of thirty (30) days past the due date for making any payment due hereunder, a 10% late fee will be assessed. If Brooklet disputes the amount due, Brooklet may make the payment under protest, and the parties agree to reasonably cooperate with one another in an attempt to resolve the disputed amount. In the event the dispute is not resolved within ninety (90) days of such due date, either party may file an action in the Superior Court of Bulloch County to seek a declaration or determination of the amount due. If, however, Brooklet is in excess of ninety (90) days past the due date for making any such payment hereunder, and has not paid the same under protest, Brooklet shall be deemed to be in breach of contract, and subject to the remedies set forth in subparagraph a above.

-12-

**Severance.**

In the event any court of competent jurisdiction declares any part or parts of this Agreement to be unlawful or unenforceable, such part or parts shall be severed from this Agreement, and the remaining part or parts shall remain enforceable in order to carry out the original purposes and intent of this Agreement to the extent reasonably practicable.

-13-

**Merger and Amendments.**

This writing constitutes the entire agreement by and between the parties. Any additions, deletions or amendments hereto shall be in writing, and dated subsequent hereto, to be enforceable.

-14-

**Choice of Law.**

This Agreement shall be construed under the laws of the State of Georgia.

-15-

**No Waiver.**

No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

-16-

**Equal Construction.**

This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Agreement shall be construed as though each party participated equally in its drafting. Consequently, both parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

-17-

**Force Majeure.**

Neither party shall be liable for any delay or failure in performance caused by fire; accident or casualty; lack or failure of transportation, power, source of supply, materials or labor; strike, lockout, or labor disputes or difficulty; floods and other natural catastrophes; war or



acts of war or of a public enemy, civil riots or disturbances; governmental law, order, or regulation; or any other cause of like or different nature beyond its reasonable control, provided, however, that each party shall use its best efforts to avoid, remove, or remedy the affecting cause and shall resume performance as soon as may be possible after the cause ceases to exist.

Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (a) The party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (b) economic hardship.

Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other business disturbances shall be within the sole discretion of the party experiencing such disturbance. The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other party, the affected party shall be relieved on its obligation, from the onset of the Force Majeure event, to the extent and for the duration of the Force Majeure, and the party affected by such Force Majeure shall not be deemed to have failed in such obligations during such occurrence or event.

-18-

#### Notices.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

Brooklet: City of Brooklet, 104 Church Street, P. O. Box 67, Brooklet, Georgia 30415, Attn.: Mayor, Joe Grooms (or then current Mayor): Copy to City Clerk,; Lori Phillips, [lori.phillips@brookletga.us](mailto:lori.phillips@brookletga.us) (or current City Clerk).

Statesboro: Attn: Charles Penny or then current City Manager, 50 East Main Street, Statesboro, Georgia, 30458.

The parties hereto have set their hands and affixed their seals on the date and year first above written.

**Signature Page Follows**

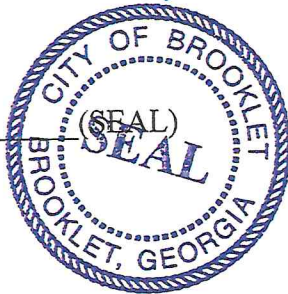
Signature Page – Intergovernmental Agreement  
Between The City of Brooklet, Georgia and The  
City of Statesboro, Georgia For Wastewater Treatment

CITY OF BROOKLET

BY:  (SEAL)  
Joe Grooms, Mayor

ATTEST:

  
Lori Phillips, City Clerk



CITY OF STATESBORO

BY:  (SEAL)  
Jonathan McCollar, Mayor

ATTEST:

 (SEAL)  
Leah Harden, City Clerk



**STATE OF GEORGIA**

**COUNTY OF BULLOCH**

**INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** entered into this 5<sup>th</sup> day of March, 2013 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the “County”, its assigns and successors, and the MAYOR AND CITY COUNCIL OF STATESBORO, a municipal corporation, its assigns and successors, hereinafter referred to as “City”.

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes governmental units and agencies such as the County and the City to enter into contracts for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment which the parties are authorized by law to undertake and provide; and,

**WHEREAS**, upon approval of a November 2011 referendum, the voters of Bulloch County authorized the County to exercise the redevelopment powers under the Georgia Redevelopment Powers Law, which powers include the establishment of tax allocation districts; and,

**WHEREAS**, the County has prepared a plan to redevelop properties in an area designated as Tax Allocation District #1, hereinafter sometimes referred to as the “District,” which is located proximate to Interstate 16 and U.S Highway 301 in unincorporated Bulloch County as shown on attached Exhibit A, incorporated herein by reference; said boundaries having been adopted by the Bulloch County Board of Commissioners on December 4, 2012; and;

**WHEREAS**, the County and the Development Authority of Bulloch County, a public body corporate and politic created by an activating resolution dated July 13, 1993, adopted pursuant to O.C.G.A. 36-62-1, hereinafter referred to as the “Authority,” have acquired property

for future industrial uses within the District, which property is located within the southeast quadrant of the District, proximate to Interstate 16 and U.S Highway 301 in unincorporated Bulloch County; and,

**WHEREAS**, it is in the best interests of the public health, welfare, and safety of citizens of Bulloch County that the development which takes place within the District is provided with sufficient water and sewer facilities to provide for adequate non-agricultural irrigation, potable water, fire protection, and wastewater collection and treatment;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants, obligations and promises contained herein, the Parties agree as follows:

## **I. DEFINITIONS**

Unless otherwise noted, the following terms shall be defined as follows:

**DISTRICT** refers to the Tax Allocation District #1 as shown in attached Exhibit A, which is incorporated herein and made a part hereof by reference.

**Initial Phase** means the expansion of water and sewer infrastructure and facilities from their current end point (approximately Gateway Industrial Park) to the District as shown on the map attached hereto as Exhibit B, and in accordance with those portions applicable to Exhibit B of the "Conceptual Utility Report and Cost Estimate for Four Quadrants of I-16 and US-301 Utility Infrastructure for the City of Statesboro" prepared by Hussey Gay Bell & DeYoung Consulting Engineers in August of 2012, a copy of which is attached hereto as Exhibit C, said Exhibits B and C being incorporated herein and made a part hereof by reference; provided, however, that the water and sewer infrastructure in the Initial Phase shall include a one million gallon water tank and have sufficient capacity to provide the District a minimum of five hundred thousand (500,000) gallons per day of water capacity, four hundred thousand (400,000) gallons per day of sewer capacity, and one thousand five hundred(1,500) gallons per minute at twenty-five (25) pounds per square inch of pressure within the District.



**System Improvements** means the expansion of water and sewer infrastructure and facilities, beyond the Initial Phase, that are not related to a specific site or project and that are designed to provide service for the District and the community-at-large; that may require the creation of additional service capacity to serve new growth and development; and, if inside the District, that are part of the Water and Sewer Master Plan for the District, as it may be amended from time to time.

**Project Improvements** means site-related water and sewer infrastructure and facilities that are necessary to provide service for a particular development project, and that are for the use and convenience of the occupants and users of the project.

**PLANNED DEVELOPMENT** refers to new private or public land developments within or partially within the District approved by the County according to a development plan and consisting of residential subdivisions of five (5) or more lots, commercial subdivisions of two (2) or more lots, two-family or multi-family developments with a net density of two (2) units per acre or greater, planned unit developments as provided for in Article 12 of Appendix C - Zoning, Sections 1201 et seq. of the Code of Ordinances of Bulloch County, Georgia, or a single unit commercial or industrial development with an estimated usage of one thousand (1,000) gallons per day or more of wastewater calculated pursuant to the City's Aid-to-Construction Fee ordinance, City of Statesboro Code Section 82-176.

**NEW DEVELOPMENT** refers to new private or public land developments within or partially within the District that are not a Planned Development, a farm, or a single family residential property.

## **II. TECHNICAL REVIEW COMMITTEE**

A. In order to maintain a mechanism for accountability and review for the planning and implementation of infrastructure improvements within the District, including but not limited to water and sewer System and Project Improvements, the City and County hereby appoint a

Technical Review Committee consisting of the following members: City Manager, City Water and Wastewater Director, City Engineer, City Planning Director, County Manager, County Engineer, County Planning Director, and County Transportation Director.

B. The Technical Review Committee's responsibility is to review any and all matters relating to infrastructure within the District and to provide advice and make recommendations regarding same to the governing bodies of the City and County. Such matters upon which the Committee will provide advice and recommendations shall include the following non-exhaustive list:

1. Oversight and administration for the Water and Sewer Master Plan.
2. Determinations of system availability.
3. Evaluation of new development proposals within the District submitted to the County that require consideration for System or Project Improvements.
4. Current and future investments based on planning considerations, objective evaluation of cost feasibility and other pertinent factors.
5. Coordinating the design and installation of public infrastructure, facilities and utilities in addition to water and sewer facilities.
6. Project management involving joint funding by the City and the County.
7. Review of rate and fee structures.

C. All studies, plans, contracts or documents or other information materially impacting water and sewer infrastructure within the District which are submitted to either party for consideration shall also be submitted to the Technical Review Committee for review and comment.

D. The Technical Review Committee shall meet as necessary upon the call of either the Chairman of the Bulloch County Board of Commissioners or the Mayor of the City of Statesboro, but not less than two (2) times per year.

E. Within one year of completion of the Initial Phase, the Technical Review Committee shall recommend a Water and Sewer Master Plan for the District to the Parties for adoption. The costs for the development of this plan shall be shared equally by the Parties. Upon the Technical Review Committee's recommendation, the governing bodies of the City and County shall promptly adopt a Water and Sewer Master Plan for the District, either as recommended by the Committee or as amended by the governing bodies.

### **III. INITIAL PHASE**

A. A condition precedent to the County's obligations herein to provide funding for the Initial Phase design and construction costs shall be the County's written approval of contracts for any engineering and design services, construction services, and any subsequent change orders changing the scope of work for the Initial Phase, and the City shall obtain the County's written approval prior to awarding such contracts or approving any change orders changing the scope of work.

B. The City will proceed with due diligence with the design and construction of the Initial Phase. The City will act as the lead agency during the bidding and award of all contracts associated with the Initial Phase, and, subject to the County's prior written approval, will award all contracts to the lowest responsible, responsive bidder in accordance with the City's bidding requirements and in compliance with State and Federal law.

C. The County shall reimburse the City an amount not to exceed SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) for design and construction costs of the Initial Phase. The City shall make all payments to contractors for the Initial Phase design and construction, and the County shall reimburse the City for all payments made to contractors within 30 days of receipt of billing from the City. The City shall provide sufficient supporting documentation with said invoice to allow the County to adequately review for compliance with this Agreement.

D. Once the County has reimbursed the City for the first SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) in design and construction costs for the Initial Phase, the City shall bear all remaining costs to complete Initial Phase construction.

#### **IV. SYSTEM AND PROJECT IMPROVEMENTS**

A. No design or construction of any System Improvements within the District or Project Improvements within the District shall commence without the approval of each party's governing body. Prior to commencing the design or construction of any System Improvements within the District or Project Improvements within the District, the governing bodies of the City and County shall approve and execute a subsequent written agreement or a written amendment to this Agreement setting forth the scope of the System Improvements or Project Improvements and any other pertinent details.

B. Unless otherwise agreed, the City and the County shall each pay fifty percent (50%) of the total costs of any System Improvements and Project Improvements within the District. For purposes of this provision, "total costs" means the out-of-pocket cost of design, property acquisition, and construction of System Improvements and Project Improvements within the District.

C. The County shall not be responsible for any portion of the cost of any System Improvements and Project Improvements outside the District.

#### **V. CITY OBLIGATIONS**

A. The City shall not annex any property within Tax Allocation District #1 as shown in attached Exhibit A, which is incorporated herein and made a part hereof by reference, by any method without the prior written consent of the County. Such prior written consent shall be in the form of a resolution of the Bulloch County Board of Commissioners consenting to the proposed annexation.

B. The City shall apply the same water and sewer rates to all industrial customers outside the City limits as applied to industrial customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

C. The City shall apply a rate structure for commercial customers outside the City limits that is no higher than one hundred and fifty percent (150%) of the water and sewer rates to commercial customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

D. The City shall apply a rate structure for residential customers outside the City limits that is no higher than two hundred percent (200%) of the water and sewer rates to residential customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

## **VI. WATER/SEWER CONNECTIONS**

A. The County will promptly adopt ordinances and/or policies to implement the requirements stated below; provided, however, that should any of the County's ordinances and/or policies be deemed illegal or unenforceable for any reason by a court of competent jurisdiction, such judicial determination shall not affect the validity of this Agreement or the City's obligations pursuant to this Agreement. The requirements to be implemented by the County's adoption of said ordinances and/or policies are as follows:

1. Planned Developments or New Developments located on property within or partially within the District shall be required to connect to the City's water and sewer infrastructure pursuant to Water/Sewer Agreement "A" for Tax Allocation District #1 (a copy of which is attached hereto as Exhibit D) if any portion of the Planned Development's property or New Development's property is located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service, or if due to expansion of the City's water and sewer infrastructure the Planned Development's property or New Development's



property becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service.

2. If a Planned Development or New Development located on property that is within or partially within the District is not located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service then the Planned Development or New Development may install a private water system and sewer disposal system in anticipation of future connection to the City's water and sewer infrastructure pursuant to the terms and conditions in Water/Sewer Agreement "B" for Tax Allocation District #1 (a copy of which is attached hereto as Exhibit E).

## **VII. MISCELLANEOUS PROVISIONS**

- A. **OWNERSHIP AND MAINTENANCE:** The City shall own the water and sewer infrastructure that is the subject of this Agreement. The City shall pay for the operation, maintenance, and repairs of the water and sewer infrastructure that is the subject of this Agreement.
- B. **COUNTY DEVELOPMENT REGULATIONS:** Except for the City's water and sewer access, design and construction standards and as otherwise provided in this Agreement, the County's developmental regulations, e.g. the County's comprehensive plan, the district redevelopment plan, land development standards, zoning, permitting, regulations and review processes not in conflict with the City's water and sewer access, design and construction standards shall apply in the District.
- C. **REGULATORY PERMITS:** Except as otherwise provided for in this Agreement, it shall be the City's obligation to obtain all regulatory approval and permits for the design, construction, maintenance and operation of the water and sewer infrastructure that is the subject of this Agreement.

D. RIGHTS OF WAYS AND EASEMENTS: Except as otherwise provided for in this Agreement, it shall be the obligation of the City to obtain all necessary rights of way and easements necessary for the design, construction, maintenance and operation of the water and sewer infrastructure that is the subject of this Agreement. Where encroachment on rights of way and easements vested in the County are necessary, the City agrees to obtain permission from the County to encroach.

E. BRANDING OF WATER TOWERS: The County shall have the exclusive right to design and affix the logos, icons, lettering, labeling and artwork onto any water tower constructed within the District. In designing and affixing the logos, icons, lettering, labeling and artwork onto any water tower constructed within the District it is the intent of the County to recognize the City's contributions to the development of the District.

F. FIRE PROTECTION: The Parties' respective fire departments are granted permission to access fire hydrants for emergency fire response within the District. The cost of repair of any damage caused to the City's water and sewer infrastructure by a Party's fire department shall be paid by the Party whose fire department caused the damage.

G. ALTERATION OF DISTRICT BOUNDARIES: Should the boundaries of the District alter from the boundaries shown in attached Exhibit A, the terms and conditions of this Agreement shall continue to apply only to the Tax Allocation District #1 as shown in attached Exhibit A.

H. WAIVER AND MODIFICATION OF WATER AND SEWER AGREEMENTS: The City and the County reserve the right to grant a joint waiver of a Planned Development's or New Development's obligation imposed by the County on Planned Developments or New Developments within the District to connect to the City's water and sewer infrastructure. The County and the City shall act in good faith in considering a request for waiver, and the grant of a waiver shall not be unreasonably withheld by either Party.

I. INDEMNIFICATION AND HOLD HARMLESS. Neither of the Parties to this Intergovernmental Agreement shall be deemed to assume any liability for the negligence of the other Party, its officers or employees, nor for any defective or dangerous condition of the other Party's property and each Party hereto mutually agrees, covenants and promises to hold the other Party harmless and to defend and indemnify the other Party against any claims for damages, actions at law, suits in equity, or other legal proceedings resulting from the negligence of the such Party or from any defective or dangerous condition of such Party's real or personal property.

J. DISPUTE RESOLUTION

1. If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.
2. Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).
3. The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises,

conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

4. The provisions of this section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

K. NOTICE: Any notice to the other Party required by this Agreement shall, unless waived in writing by the Party receiving notice, be by certified mail or statutory overnight delivery. Notice to the City of Statesboro shall be served upon the Mayor of the City of Statesboro, with a copy to the City Manager and the City Attorney. Notice to Bulloch County shall be served upon the Chairman of the Bulloch County Commission, with a copy to the County Manager and the County Attorney.

L. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with regard to the subject matters hereof; and there are no oral understandings, terms or conditions, and none of the Parties have relied upon any representation, express or implied, not contained herein. All prior negotiations and understandings are merged into the Agreement.

M. RELATIONSHIP TO OTHER AGREEMENTS. The entire agreement between the Parties hereto relative to the subject matters hereof is contained in this Agreement. This Intergovernmental Agreement is in addition to, and is not intended to replace or substitute for, any other agreement between Bulloch County and the City of Statesboro. Those other agreements continue in effect according to the terms of those agreements.

N. AMENDMENTS. The terms of this Agreement may not be amended or modified except by a subsequent Intergovernmental Agreement approved by each Party.



O. EFFECTIVE DATE AND TERM. This Agreement shall take effect as of the date hereof and shall continue in effect for exactly fifty (50) years unless sooner terminated by the mutual consent of the Parties.

P. SEVERABILITY. If any of the terms, covenants, conditions or agreements of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other terms, covenants, conditions, or agreements of this Agreement, and any terms, covenants, conditions, and agreements hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms, covenants, conditions, and agreements never were contained herein.

Q. INTERPRETATION. The Parties have each read and fully understand the terms of this Agreement, and they have had the opportunity to have this Agreement reviewed by legal counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the party drafting same shall not apply.

R. MULTIPLE ORIGINALS. This Agreement is executed in multiple originals; and each Party acknowledges receipt of one such original, agrees that the multiple originals hereof are identical, and further agrees that any such original shall be admissible in any proceeding, legal or otherwise, without the production of any other such original.

S. FORCE MAJEURE. In case, by reason of Force Majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then, if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period. For purposes of this Agreement, the term "Force Majeure" means acts of God, including without limitation floods, hurricanes, tornados, washouts, droughts, lightning strikes, or fires, civil disturbances, including without limitation, strikes, sabotage, terrorism, riots, lockouts, or other industrial disturbances, or acts of a public enemy, and governmental actions, including without limitation, orders, moratoria, laws, rules, decrees, prohibitions, or judgments and any other event that is beyond the

control of the Parties to this Agreement and which causes the Party to be unable to fulfill its obligations under this Agreement. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts acceding to the demands of opposing parties, when in the judgment of the Party having the difficulty, such settlement would be unfavorable to the Party.

T. CHOICE OF LAW. This agreement shall be interpreted and governed by the laws of the State of Georgia.

BULLOCH COUNTY BOARD OF COMMISSIONERS

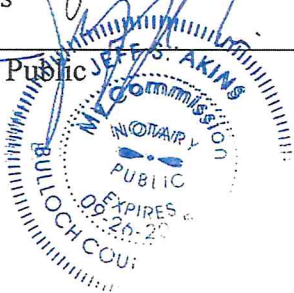
BY: J. Garrett Nevil  
J. Garrett Nevil, Chairman

ATTEST: Christy A. Strickland  
Christy A. Strickland, Clerk

Signed, sealed and delivered in the presence of:

Ruby Shipton  
Witness

Jeff S. Akins  
Notary Public



MAYOR AND CITY COUNCIL OF STATESBORO

BY: Joe R. Brannen  
Joe R. Brannen, Mayor

ATTEST: Sue Starling  
Sue Starling, Clerk

Signed, sealed and delivered in the presence of:

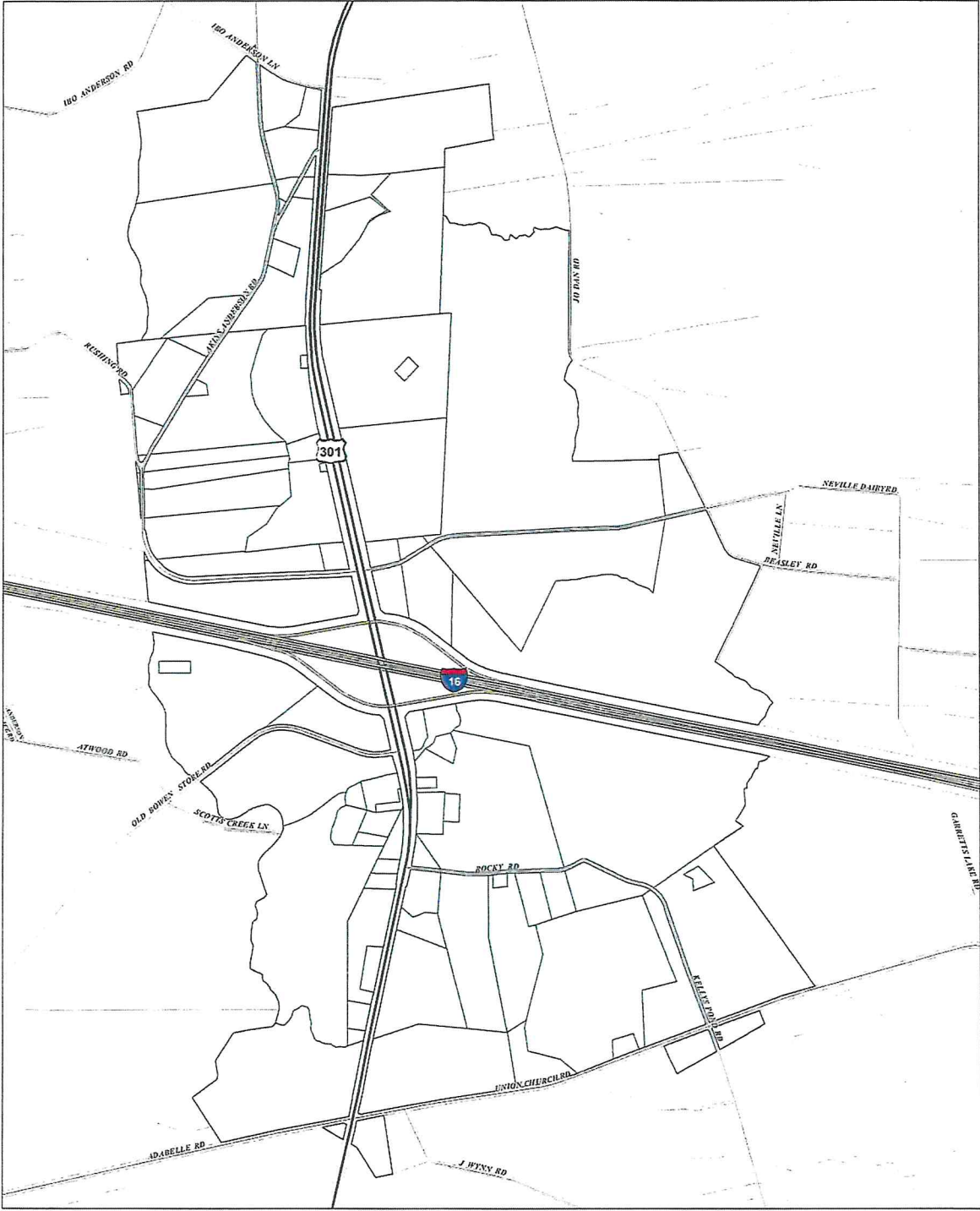
Anthony L. Laphart  
Witness

Joseph Alvin Laphart  
Notary Public



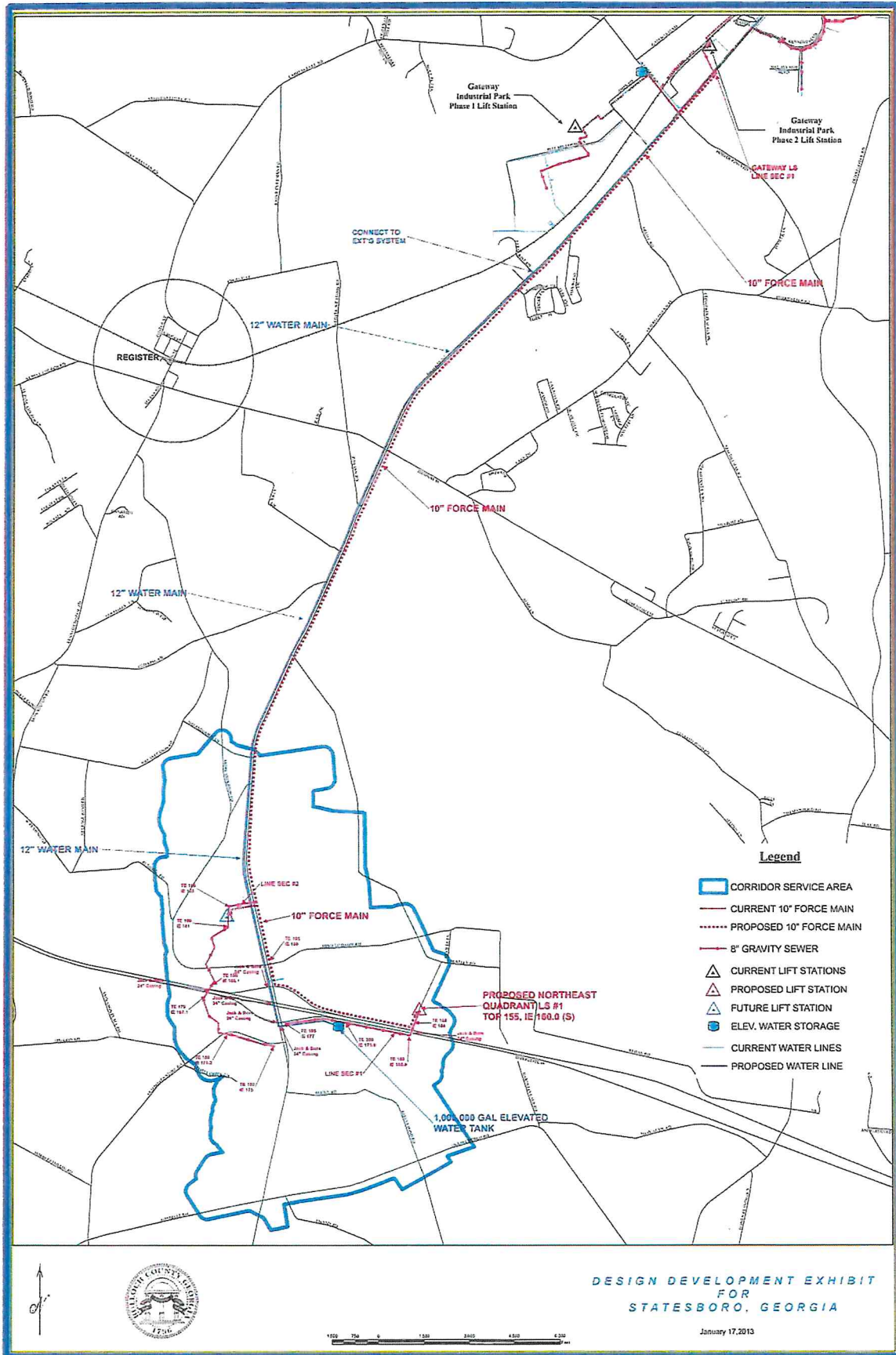
# Exhibit A

Bulloch County TAD #1 I-16/US301 Interstate Gateway





# Exhibit B



**Legend**

- ▭ CORRIDOR SERVICE AREA
- CURRENT 10" FORCE MAIN
- - - - PROPOSED 10" FORCE MAIN
- 8" GRAVITY SEWER
- △ CURRENT LIFT STATIONS
- △ PROPOSED LIFT STATION
- △ FUTURE LIFT STATION
- ELEV. WATER STORAGE
- CURRENT WATER LINES
- PROPOSED WATER LINE

**DESIGN DEVELOPMENT EXHIBIT  
FOR  
STATESBORO, GEORGIA**

January 17, 2013



# Exhibit C

# CONCEPTUAL UTILITY REPORT AND COST ESTIMATE

for

## FOUR QUADRANTS OF I-16 AND US-301 UTILITY INFRASTRUCTURE

for the

CITY OF STATESBORO

Prepared by



A Bell Company

**AUGUST 2012**

Hussey Gay Bell & DeYoung, Inc.  
Consulting Engineers

SAVANNAH • GAINESVILLE • CHARLESTON • COLUMBIA  
[www.hgbd.com](http://www.hgbd.com)

**CONCEPTUAL UTILITY INFRASTRUCTURE REPORT**



## AND COST ESTIMATE

### I. Executive Summary:

This conceptual utility report and cost estimate is provided at the request of the City of Statesboro for City water system improvements, sewage lift stations and associated force mains required to serve future developments of the Bulloch County Development Authority and others in the four quadrants of the I-16 and US-301 intersection.

The southeast quadrant is the focus of the Bulloch County Development Authority planning and includes about 516 acres in total. The site is approximately 11 miles from the City of Statesboro. There are no existing City of Statesboro utilities in the immediate area. The closest utilities are constructed at County Road 204 and at Gold Kist Road to serve the Gateway Regional Industrial Park, Phases I and II.

The conceptual cost estimate includes an on site 500,000 gallon elevated water storage tank, a proposed 12 -inch water main extending from an existing 12-inch main at Gold Kist Road, two initial on- site sewage lift stations with a 10-inch force main connected to the Gateway Phase II Lift Station near County Road 204 (J. R. Riggs Road). The two sewage lift stations are proposed under Phase I. to be located in the Northwest and Northeast Quadrants. Also included in the conceptual cost estimate are gravity interceptor sewers to provide sewer service to portions of all four quadrants of the intersection and a small portion of gravity sewer near the Gateway Phase II lift stations.

Phase 2 includes an additional potential area south of Rocky Road being considered for acquisition. It would be served by a lift station located on Union Church Road, whose flows could be discharged to the Northeast Quadrant Lifts Station.

The potential service areas are shown on the attached Design Development Exhibits (Phases 1 and 2) along with the proposed primary water and sewer infrastructure.

The Phase I costs for improvements, as shown on the Exhibit, including contingency and engineering are listed below. On site smaller diameter water distribution mains and gravity collection sewers are not included. These can be determined after development plans are finalized and potentially could be a developer responsibility.

<b>12-inch Water main along US 301</b>	<b>\$2,540,000</b>
<b>Pedestal type, 500,000 gallon steel elevated water storage tank</b>	<b>\$1,560,000</b>
<b>Northwest Quadrant Sewage Lift Station, duplex submersible pumps, with FM manifolded into the 10- inch FM</b>	<b>\$ 965,000</b>
<b>Northeast Quadrant Sewage Lift Station, duplex submersible pumps Phase 1</b>	<b>\$1,050,000</b>
<b>Southwest Quadrant (north portion), trunk gravity sewer flow into the NW Quadrant</b>	<b>\$ 335,000</b>
<b>Off site 10- inch force main along US 301 and 12" gravity interceptor sewer connecting to Gateway Phase II lift station</b>	<b>\$3,100,000</b>

**Total Phase 1 Cost (exclusive of on site water mains and sewers)**

**\$9,550,000**

## **II. Study Area:**

The study area includes the US-301 Road Corridor south of Gateway Regional Industrial Park and the four quadrants of the I-16 and US-301 intersection.

## **III. Discussion of Service Areas:**

The study areas are presently mostly undeveloped and do not have water and sewer service. Although the study areas are outside the current City limits, water and sewer service is proposed to be provided by the City of Statesboro.

Details of the future development, including estimated peak hourly wastewater flows are not known. But using assumed 728 GPM pumps (provides self cleaning velocity of 3-ft per second in a 10-inch force main) and using an assumed peaking factor of 2.5 would equate to about 420,000 GPD (average daily flow). Only on site interceptor gravity sewers are included in the cost estimate.

## **IV. Discussion of Water System Improvements:**

The required fire flows cannot be determined until more details are known about the proposed development. Typically fire demands for industrial parks can range from 1,500 to as much as 4,500 GPM. Normally at least 2 hours of fire flow demands are stored in elevated tanks. Thus, a 500,000 gallon elevated tank would suffice for a 2 hour fire demand of 4,167 GPM.

## **V. Discussion of Sewer System Improvements:**

The proposed master Northeast Quadrant Lift Station at I-16 has been evaluated under one basic scenario: (1) Discharging to a proposed gravity sewer on US- 301 that would discharge to the existing the Gateway Phase II Lift Station. Those Gateway flows are presently discharged to a gravity sewer northeast of the Memorial By- Pass Highway.

Under the Gateway Phase II re-pumping scenario, the 88 hp pumps would discharge about 728 GPM@ 195 -ft TDH, when operating on a 10-inch force main of about 8.2 miles length.

The existing Gateway Phase II pumps will discharge about 1,153 GPM under the re-pumping scenario. Without an upgrade there may be short periods of time that two pumps may need to operate when peak Gateway Phase I and II flows occur concurrently with the operation of the proposed Northeast Quadrant Lift Station. Further studies will be necessary to determine whether a future upgrade of the Gateway Phase II Lift Station will be required.

## **VI. Discussion of Phase II Sewer System Improvements:**

The service area of the Southwest Quadrant has not been finalized, but has been depicted as extending to about the 160-ft contours as shown in the Exhibit and will encompass about 144 acres. Due to the topography of both the Southwest and Southeast Quadrants, an interceptor sewer is proposed under Phase 1, flowing generally northward under I-16 to the Northwest Quadrant, where a lift station is proposed with a force main manifolded to the 10-inch force main along US 301.

Flows of the Southeast Quadrant can be taken by an interceptor sewer extending under I-16 to the Northeast Quadrant Lift Station.

The Phase 2 configuration provides for additional service area within the Southeast Quadrant extending south of Union Church Road. The Union Church Road Lift Station discharge would be to the Northeast Quadrant Lift Station.

At this point, all sewers shown have only schematic locations. The location of all water mains and sewers can be finalized after development plans are finalized. Utility easements will be required. Cost estimates for Phase II sewer are not included in this report. These costs can be estimated when development in the area warrants.

## **VII. Minimal Sewer System Recommendations:**

- Install 88 hp duplex submersible pumps in the Northeast Quadrant Lift Station and construct about 8.2 miles of 10-inch force main to handle the expected flows from four quadrants and re-pump them at Gateway Phase II Lift Station.
- Construct gravity interceptor sewer in Southwest Quadrant for discharge under I-16 into the Northwest Quadrant LS
- Construct the Northwest Quadrant Lift Station with a FM connected to the 10-inch force main on US-301.
- Construct gravity interceptor sewer in Southeast Quadrant with discharge under I-16 into the Northeast Quadrant LS

## **VIII. Conceptual Cost Estimates:**

Details of the estimates are in the Appendices.

The estimates do not include all on-site water distribution mains. Only on-site interceptor gravity sewers and manholes are included.

### **Water System**

12-inch Water main along US -301

\$2,540,000

Pedestal type, 500,000 gallon steel elevated storage tank in

Southeast Quadrant	\$1,560,000
 <u>Sewer System</u>	
Northeast Quadrant Sewage Lift Station, 88 hp duplex submersible pumps	\$1,050,000
Southwest Quadrant gravity interceptor sewer with discharge under I-16 into the Northwest Quadrant LS	\$ 335,000
Northwest Quadrant gravity interceptor sewer lift station with FM to US-301	\$ 965,000
10-Inch force main along US 301	\$3,100,000
<b>Total Phase 1 Cost (based on 500,000 tank and 10-inch FM)</b>	<b>\$9,550,000</b>

Note: Estimated cost for 500,000 gallon elevated storage tank is \$1,560,000 as shown above. If 1,000,000 gallon tank is required, estimated cost would be \$1,950,000.00.



<b>BUDGET COST ESTIMATE</b>				<b>August 2012</b>	
<b>12 Inch Water Main on west Side of US 301 from Gold Kist Road to SE Quadrant</b>					
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>		<b>Unit Price</b>	<b>Total Price</b>
1.	12-inch PVC Water Main	17,420	LF	25.00	435,000
2.	12-inch RJ PVC Water Main	10,000	LF	35.00	350,000
3.	12-inch Gate valve and box	64	EA	2,000	128,000
4.	Jack & Bore 24-inch steel casing under existing Roadways	1,100	LF	250.0	275,000
5.	Insert carrier pipe in casing	1,100	LF	35.00	38,500
6.	Remove and Replace Asphalt Drives	500	SY	50.00	25,000
7.	Remove and Replace Gravel Drives	1,000	SY	25.00	25,000
8.	Fire Hydrants incl. 6" valve and box	31	EA	2,750	85,250
9.	Fittings	35,000	LBS	4.00	140,000
10.	Directional Drill (Wetlands)	2,500	LF	150.00	375,000
11.	Connect to existing WM	JOB	LS	1,500.00	1,500
12.	Erosion & Sediment Control	JOB	LS		35,000
13.	Grading, traffic control, mobilizations	JOB	LS		115,000
<b>Sub Total - Construction</b>					<b>\$2,028,750</b>
<b>25% Contingency &amp; Engineering</b>					<b>507,000</b>
<b>Construction Total</b>					<b>2,535,750</b>
<b>CALL</b>					<b>\$2,540,000</b>

<b>BUDGET COST ESTIMATE</b>				<b>August 2012</b>		
<b>Elevated Water Storage Tank</b>						
<b>Item No.</b>	<b>Description</b>		<b>Estimated Quantity</b>		<b>Unit Price</b>	<b>Total Price</b>
1.	Site Work, Clearing, Grading		Job		LS	\$10,000
3.	12-inch DI RJ Water Main		50	LF	70.00	3,500
4.	12-inch Gate valve and box		3	EA	2,500	7,500
5.	Altitude valve, below grade concrete vault, drain line		JOB		LS	30,000
6.	6a	Elevated Water Storage Tank, Pedestal type (500,000 gallon)	JOB		LS	\$1,000,000
	6b	Foundation – Concrete cap, Piling and concrete floor	JOB		LS	\$100,000
7.	Electrical Work		JOB		LS	\$45,000
8.	SCADA		JOB		LS	\$50,000
Sub Total - Construction						\$1,246,000
25% Contingency & Engineering						311,500
Construction Total						1,557,500
<b>CALL</b>						<b>\$1,560,000</b>

**BUDGET COST ESTIMATE**

August 2012

**Northeast Quadrant Life Station (Phase 1)**

Item No.	Description	Estimated Quantity		Unit Price	Total Price
1.	Sewage Lift Station, Duplex Submersible Pumps	JOB		LS	\$350,000
2.	Site development at LS, including borrow fill, fence, graded aggregate at LS	JOB		LS	60,000
3.	Graded stone access road to LS	4,500	SY	20.00	90,000
4.	Receiving Manhole	1	EA	3,500	3,500
5.	Clearing	4	AC	7,000	28,000
6.	Grassing	3,500	SY	1.00	3,500
7.	Soil Erosion Control	JOB		LS	3,500
8.	Grading, mobilization, insurance, bonds and miscellaneous const. items	JOB		LS	49,000
9.	12-inch gravity sewer	4,600	LF	35.00	161,000
10.	Manholes	15	EA	2,400	36,000
11.	Jack & Bore 24-inch steel casing (for 12-inch sewer)	160	LF	250.00	40,000
12.	Insert 12-inch gravity sewer	160	LF	35.00	5,600
Sub Total - Construction					\$830,100
25% Contingency & Engineering					207,525
Construction Total					1,037,625
CALL					<b>\$1,050,000</b>

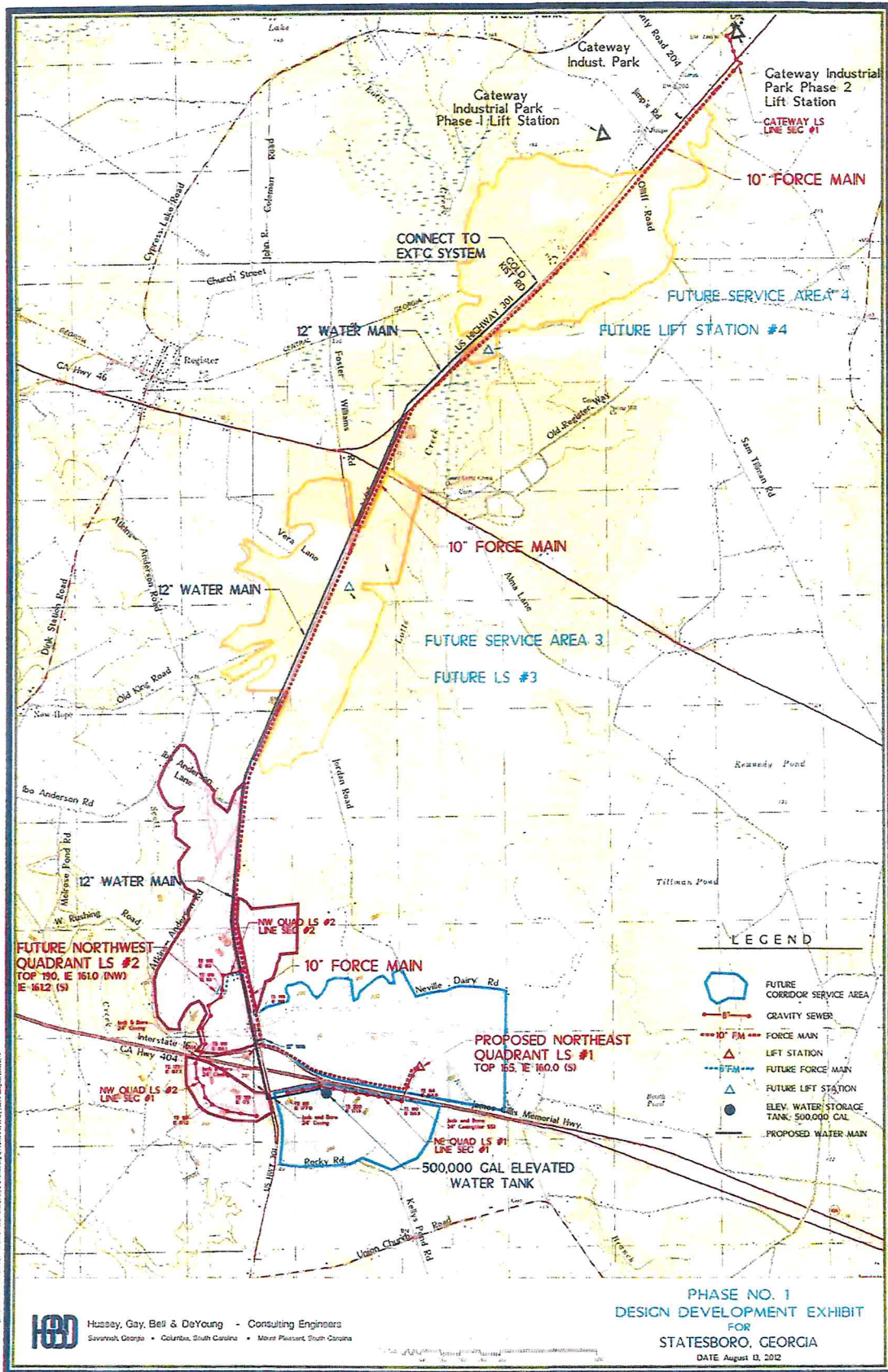
<b>BUDGET COST ESTIMATE</b>				<b>August 2012</b>	
<b>Southwest Quadrant Gravity Sewer</b>					
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>		<b>Unit Price</b>	<b>Total Price</b>
1.	12-inch SS	3,020	LF	35.00	105,700
2.	Manholes	11	EA	24.00	26,400
3.	Jack & bore 30-inch steel casing under I-16	180	LF	250.00	95,000
4.	Insert 12-inch SS casing	180	LF	35.00	6,300
5.	Clearing	2.5	AC	7,000	1,750
6.	Grassing	1,900	SY	1.00	1,900
7.	Soil Erosion Control	JOB		LS	10,000
8.	Grading, mobilization, insurance, bonds and miscellaneous const. items	JOB		LS	13,000
Sub Total - Construction					232,100
25% Contingency & Engineering					58,000
Construction Total					335,100
CALL					<b>335,000</b>

BUDGET COST ESTIMATE				August 2012	
Northwest Quadrant Lift Station					
Item No.	Description	Estimated Quantity		Unit Price	Total Price
1.	Sewage Lift Station, Duplex Submersible Pumps	JOB		LS	\$350,000
2.	Site development at LS, including borrow fill, fence graded aggregate at LS	JOB		LS	60,000
3.	Graded stone access road to LS from US-301	2,900	SY	20.00	58,000
4.	12-inch SS	3,320	LF	35.00	116,200
5.	Manholes	13	EA	2,400	31,200
6.	FM to US 301	1,200	LF	35.00	42,000
7.	Clearing	2.5	AC	7,000	17,500
8.	Grassing	2,000	SY	1.00	2,000
9.	Soil Erosion Control	JOB		LS	10,000
10.	Jack and Bore 16-inch Steel Casing under US-301	160	LF	200	32,000
11.	Insert carrier pipe	160	LF	35.00	5,600
12.	Connect to 10" FM	JOB	LS	2,000	2,000
13.	Grading, mobilization, insurance, bonds and miscellaneous const. items	JOB		LS	45,000
Sub Total - Construction					771,500
25% Contingency & Engineering					192,875
Construction Total					964,375
CALL					<b>965,000</b>



**BUDGET COST ESTIMATE****August 2012****Off site Force Main and Gravity SS to Gateway Phase 2 Lift Station**

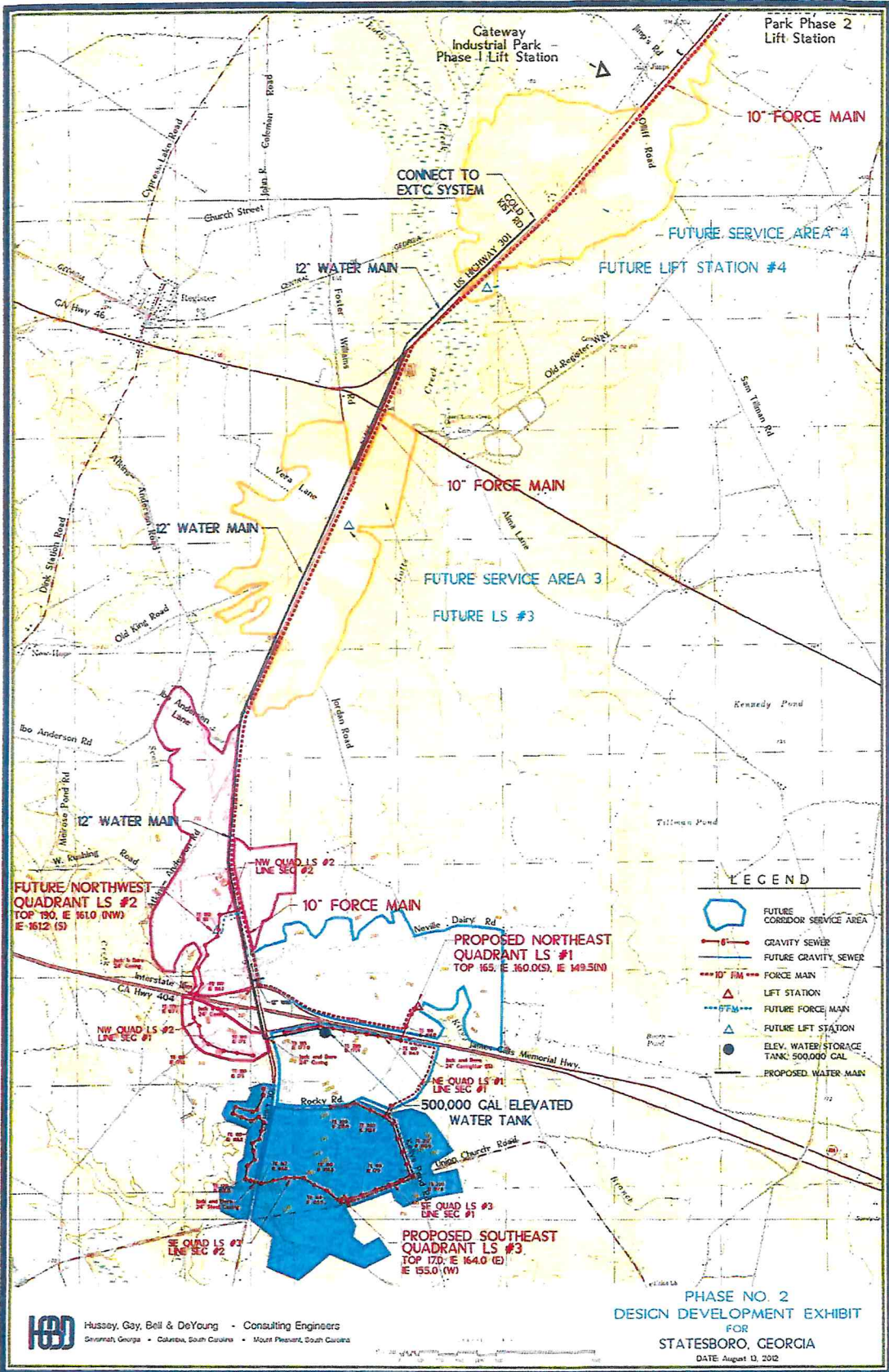
Item No.	Description	Estimated Quantity		Unit Price	Total Price
1.	10" PVC FM (C-900, SDR-18)	34,850	LF	40.00	1,394,000
2.	10" RJ PVC FM	2,000	LF	45.00	90,000
3.	10" RJ DI FM	500	LF	60.00	30,000
4.	Jack and bore 24 inch steel casing, under GA Hwy 46 (for 10" FM)	180	LF	250.00	45,000
5.	Jack and bore 24 inch steel casing, under US-301 (12" gravity sewer)	100	LF	250.00	25,000
6.	12-inch gravity sewer	1,020	LF	35.00	35,700
7.	Manholes	5	EA	2,400	12,000
8.	Remove and replace pavement	1,000	SY	50.00	50,000
9.	Grassing	65,000	SY	1.00	65,000
10.	Soil Erosion Control	JOB		LS	25,000
11.	Grading, mobilization, insurance, bonds and miscellaneous construction items	JOB		LS	140,000
12.	Insert 10" FM in casing	180	LF	30.00	5,400
13.	Insert 12" gravity sewer in casing	100	LF	35.00	3,500
14.	Horizontal directional drill	2,700	LF	200.00	540,000
Sub Total - Construction					2,460,600
25% Contingency & Engineering					615,000
Construction Total					3,075,600
CALL					3,100,000




**Hussay, Gay, Bell & DeYoung** - Consulting Engineers  
 Savannah, Georgia • Columbus, South Carolina • Mount Pleasant, South Carolina

**PHASE NO. 1**  
**DESIGN DEVELOPMENT EXHIBIT**  
**FOR**  
**STATESBORO, GEORGIA**  
 DATE August 11, 2012





# Exhibit D

**WATER/SEWER AGREEMENT "A" FOR  
TAX ALLOCATION DISTRICT #1**

GEORGIA, BULLOCH COUNTY

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal corporation, its assigns and successors, hereinafter referred to as "City" and \_\_\_\_\_, their heirs, assigns and successors, hereinafter referred to as "Developer", the developer of the project known as \_\_\_\_\_.

**WHEREAS**, in regard to extending and making additions to the City's water and/or sanitary sewer systems and also to the construction of water distribution and/or sanitary sewer collection and disposal systems to serve the property known as \_\_\_\_\_; located at \_\_\_\_\_ and

**WHEREAS**, the engineering design for said water and sanitary sewer systems will be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and \_\_\_\_\_ covenant and agree as follows:

1. City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of said water and sanitary sewer systems. The Developer shall be responsible for providing resident inspection during construction and for insuring the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift stations and quality of construction. The Developer shall provide to the City



a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

2. The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Long Range Water and Sewer Master Plan as well as the Long Range Water and Sewer Master Plan adopted for Tax Allocation District One by BULLOCH COUNTY BOARD OF COMMISSIONERS and the MAYOR AND CITY COUNCIL OF STATESBORO. This fee will also cover the costs for said Engineer to update the Water and Sewer Master Plan as per the development and to update the City's water/sewer location maps to include this extension of mains. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

3. Both parties covenant and agree that if the project is located outside the City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will comply with the City's Water and Sewer access, design and construction standards. Except for the City's water and sewer access, design and construction standards, the County's developmental regulations, e.g. the County's comprehensive plan, the district redevelopment

plan, land development standards, zoning, permitting, regulations and review processes not in conflict with the City's water and sewer access, design and construction standards shall apply.

4. The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

5. Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer (except the sewage treatment facility and the water supply facility) and after the submission of "as built" drawings (one electronic copy in a format acceptable to the City and two blueprint plans), the City will, subject to approval of the City Engineer, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof. Developer agrees to execute any further documentation, such as a Bill of Sale and/or Easement, upon request of the City as may be necessary to transfer title to the systems. The Developer shall bear the costs for the proper recording of all water and sewer easements. Those portions of the facilities not so conveyed by the Developer such as single use lines, shall remain the responsibility of the Developer or its assigns as to the ownership and maintenance.

6. The Developer warrants the water and sanitary sewer systems to include all parts, piping and pumping devices that make up the water or sewer system against defects and improper installation for a period of one (1) year from the date the City accepts the system. During the one (1) year warranty any repairs to the system will be made at the expense of the Developer and any

street repairs necessitated for the maintenance and repair of the water system and/or sanitary sewer systems will also be at the expense of the Developer.

7. The Developer agrees to, whenever possible, acquire and dedicate right-of ways and/or easements necessary to connect the project to the City's water and sewer infrastructure. In the event the developer cannot acquire and dedicate rights of ways and/or easements necessary to connect to the City's water and sewer infrastructure, and the City's subsequently acquires the needed rights of ways and/or easements necessary to connect to the City's water and sewer infrastructure, then the owner or developer shall reimburse that Party for all costs associated with acquiring the needed rights of ways and/or easements.

8. Upon approval engineering and design plans by the City, and if no rights of ways, easements or other property rights must be obtained to connect to the City's water and sewer infrastructure the Developer must connect the project to the City's water and sewer infrastructure within the District within ONE HUNDRED AND EIGHTY (180) days.

9. Upon approval of the engineering and design plans by the City, and if rights of ways, easements or other property rights must be obtained to connect to the City's water and sewer infrastructure the Developer must connect the project to the City's water and sewer infrastructure within the District within THREE HUNDRED AND SIXTY FIVE (365) days.

10. In the event the Developer sells any or all of the property containing the project prior to connecting to the City's water and sewer infrastructure, the developer shall upon sale include appropriate deed restrictions requiring all subsequent owners of the property to connect to the City's water and sewer infrastructure.

11. Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by

the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

12. Developer acknowledges that there is an Aid to Construction fee (ATC) for each gallon of sewage accepted by the City from Developer for treatment. This fee shall be imposed in accordance with the current City rates in effect and shall be paid by Developer to the City upon execution of this Agreement. The current rate is \$\_\_\_\_\_ per gallon per day of sewage accepted by the City for treatment. The City calculates that \_\_\_\_\_ gallons per day of sewage from the Project will be treated by the City. The Developer, therefore, tenders the amount of \$\_\_\_\_\_ to the City in payment of this fee. If it becomes apparent that the amount of sewage to be treated by the City will exceed the amount set forth above, Developer shall immediately tender such payment of the ATC fees to the City as is required. It shall be the responsibility of the City to correctly calculate the gallons of sewage from the Project to be treated by the City. The City's calculations shall be consistent with the City's schedule of contributory load factors. The ATC fee is payable upon execution of the agreement.

13. It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. The connection fees shall be paid upon issuance of a building permit.

14. Developer acknowledges that the City shall be the sole provider of water for consumption or irrigation and covenants and agrees not to obtain a private well or obtain water from any source other than the City.

15. This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

16. This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or hereafter in effect relating to water and sewage service shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public



# Exhibit E



**WATER/SEWER AGREEMENT "B" FOR  
TAX ALLOCATION DISTRICT #1**

GEORGIA, BULLOCH COUNTY

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal corporation, its assigns and successors, hereinafter referred to as "City" and \_\_\_\_\_, their heirs, assigns and successors, hereinafter referred to as "Developer", the developer of the project known as \_\_\_\_\_.

**WHEREAS**, this project is located within or partially within Tax Allocation District One, but is not currently located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service;

**WHEREAS**, the Developer needs to install a private water system and sewer disposal system to serve the project the property known as \_\_\_\_\_; located at \_\_\_\_\_ in anticipation of future connection to the City's water and sewer infrastructure;

**WHEREAS**, the engineering design for said private water system and sewer disposal system will be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and \_\_\_\_\_ covenant and agree as follows:

1. City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of said water system and

sewer disposal system. The Developer shall be responsible for providing resident inspection during construction and for insuring the engineer's conformance to the applicable City's Water and Sewer access, design and construction standards. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with the private water system and sewer disposal system shall be borne by the Developer.

2. The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Water and Sewer access, design and construction standards. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

3. The Developer warrants that the private water system and sewer disposal system shall comply with City's Water and Sewer access, design and construction standards as well as all other applicable State and Federal laws and regulations.

4. The Developer covenants and agrees that when any part of the property containing the project becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service, the Developer shall cause the project to connect to the City's water and sewer infrastructure pursuant to the conditions set forth in the "Water/Sewer Agreement "A" for Tax Allocation District #1" a copy of which is attached as Exhibit A to this agreement.

5. In the event any or all of the property containing the project is sold prior to connecting to the City's water and sewer infrastructure, the developer shall upon sale include appropriate deed restrictions requiring all subsequent owners of the property to connect to the City's water and sewer infrastructure pursuant to the conditions set forth in the "Water/Sewer Agreement "A" for Tax Allocation District #1", a copy of which is attached as Exhibit A to this agreement, when any part of the property containing the project becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service.

6. Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the private water system and sewer disposal system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals.

7. This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

8. This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or hereafter in effect relating to water and sewage service shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY:**BULLOCH

**Service:***Water*

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

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

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

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Statesboro	SPLOST, Water-sewer fund, User Fees, Grants, CDBG
Town of Brooklet	SPLOST, User Fees, Grants, CDBG
Town of Portal	SPLOST, User Fees, Grants, CDBG
Town of Register	SPLOST, User Fees, Grants, CDBG

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

Each municipality is authorized, but not required, to provide water service within their sewer service area. A new service area map for Brooklet has been attached. Additionally, the Statesboro-Bulloch County TAD #1 IGA has been referenced for implementation and attached.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Bulloch-Statesboro 301 TAD1	Bulloch County, City of Statesboro	3/5/2013-3/5/2063

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

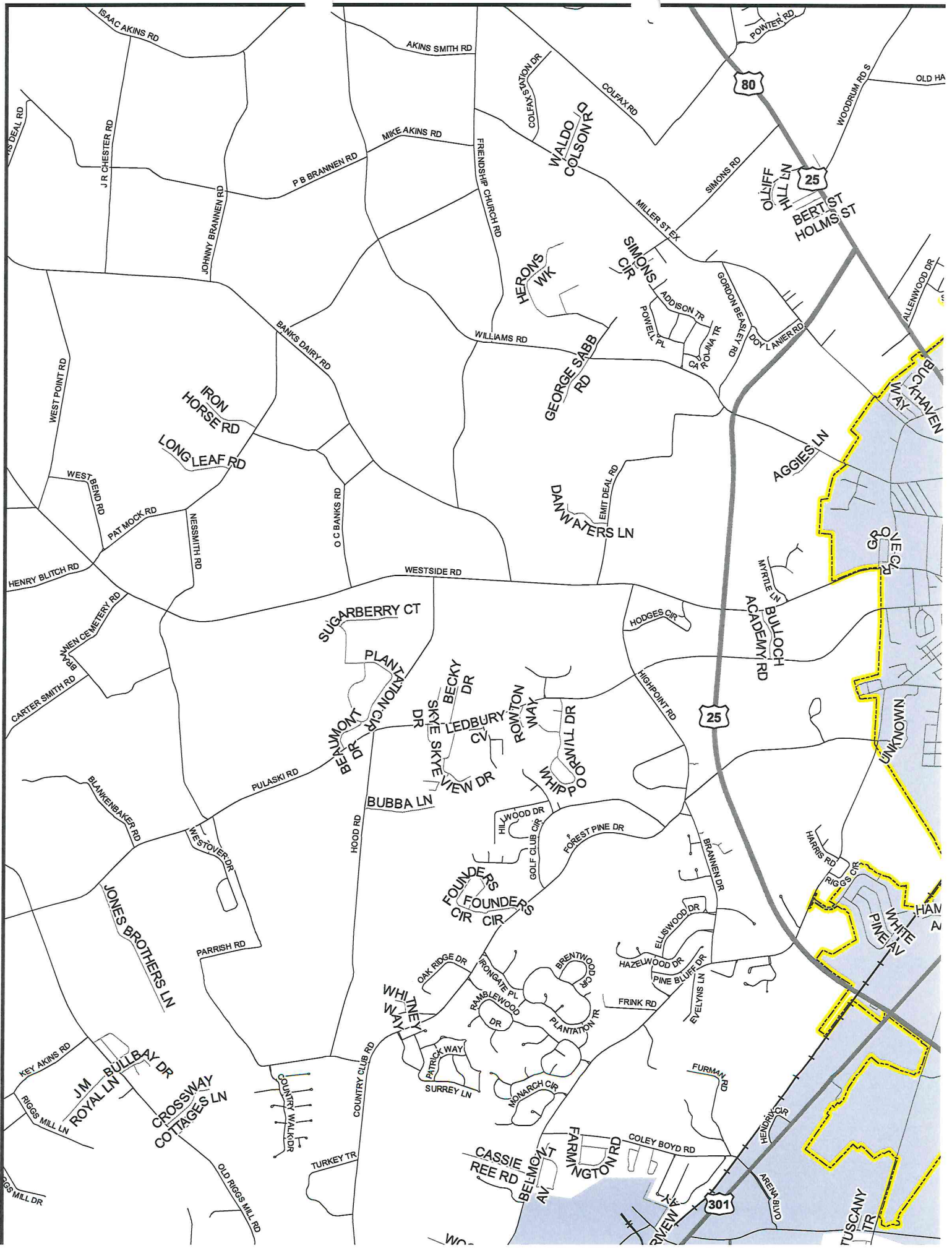
N/A

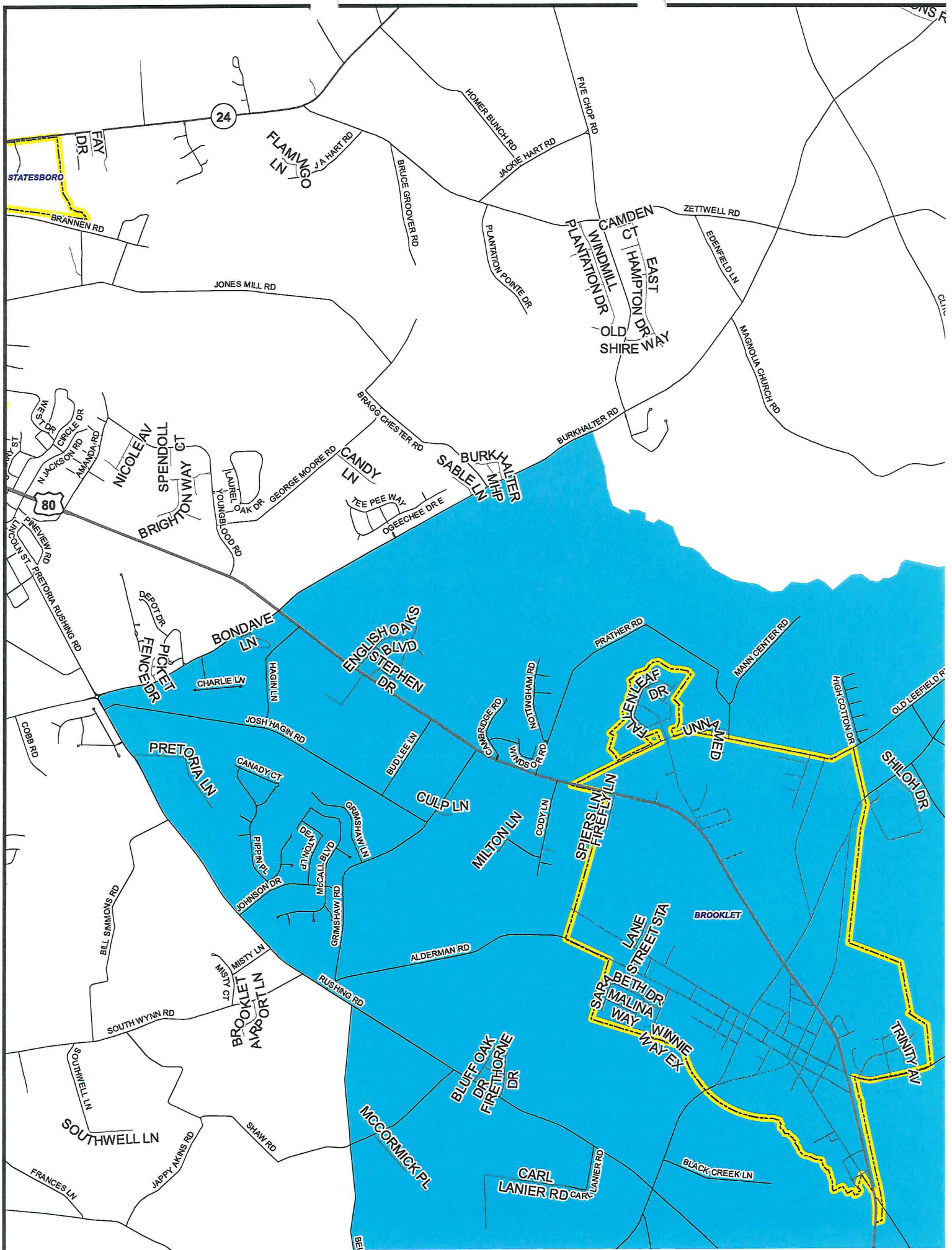
7. Person completing form: **James Pope**  
 Phone number: **912-764-6245**      Date completed: 8/10/2023

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

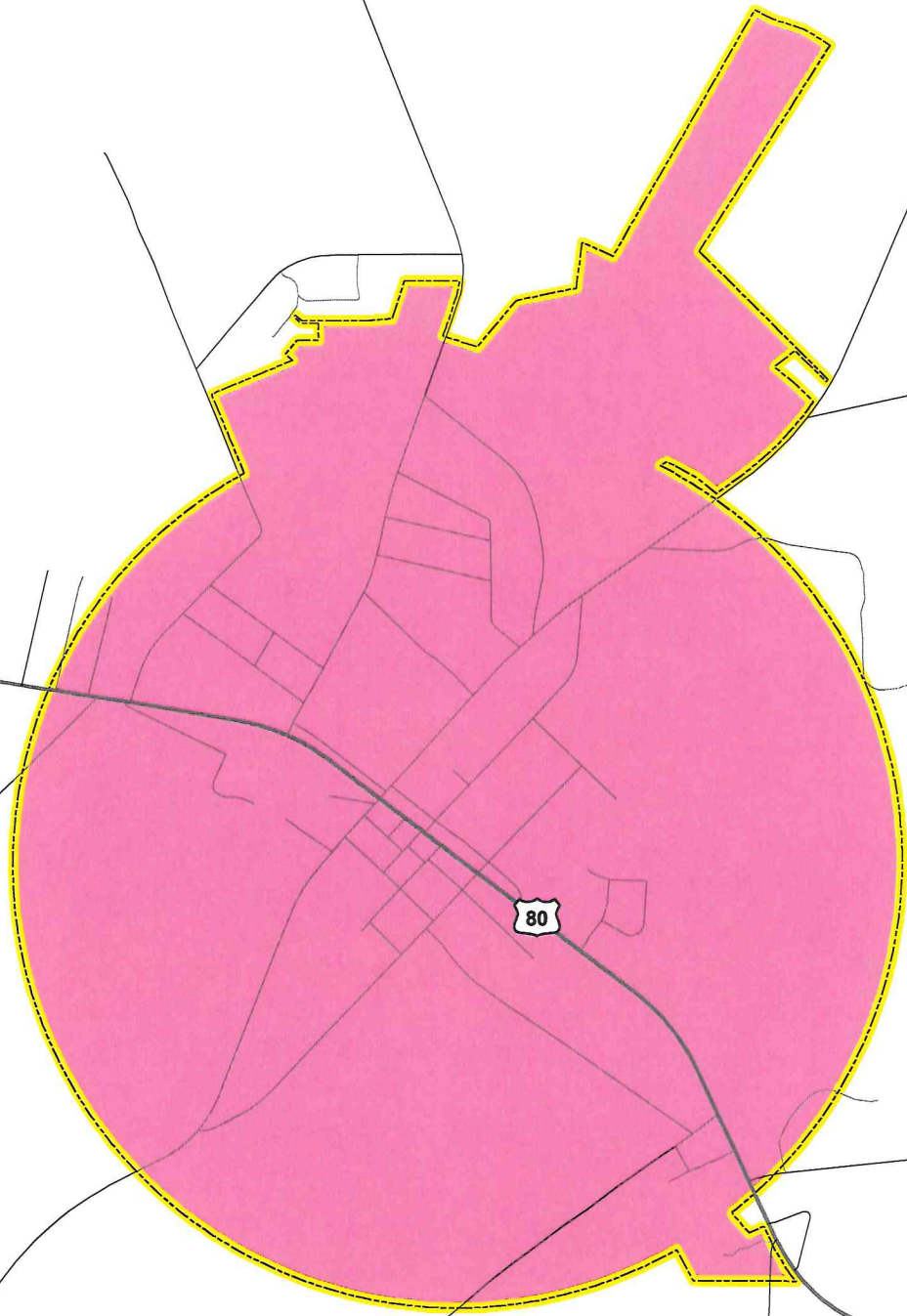
If not, provide designated contact person(s) and phone number(s) below:  
**TOM COUCH, BULLOCH COUNTY MANAGER, 912-764-6245; CHARLES PENNY, CITY OF STATESBORO CITY MANAGER, 912-764-5468**











- +— Railroad
- CITY
- COUNTY
- GA-HWY
- GSU
- INTERSTATE
- PRIVATE
- RAMP/CONNECTOR
- US-HWY
- Portal Limits
- Portal Wastewater Service Area



0 0.075 0.15 0.3 Miles

## CITY OF PORTAL WATER SERVICE AREA

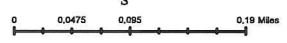






46

- Railroad
- CITY
- COUNTY
- GA-HWY
- GSU
- INTERSTATE
- PRIVATE
- RAMP/CONNECTOR
- US-HWY
- Regulator Limits
- Regulator Water Supply Area



**CITY OF REGISTER  
WATER SUPPLY & DISTRIBUTION**



**STATE OF GEORGIA**

**COUNTY OF BULLOCH**

**INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** entered into this 5<sup>th</sup> day of March, 2013 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the “County”, its assigns and successors, and the MAYOR AND CITY COUNCIL OF STATESBORO, a municipal corporation, its assigns and successors, hereinafter referred to as “City”.

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes governmental units and agencies such as the County and the City to enter into contracts for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment which the parties are authorized by law to undertake and provide; and,

**WHEREAS**, upon approval of a November 2011 referendum, the voters of Bulloch County authorized the County to exercise the redevelopment powers under the Georgia Redevelopment Powers Law, which powers include the establishment of tax allocation districts; and,

**WHEREAS**, the County has prepared a plan to redevelop properties in an area designated as Tax Allocation District #1, hereinafter sometimes referred to as the “District,” which is located proximate to Interstate 16 and U.S Highway 301 in unincorporated Bulloch County as shown on attached Exhibit A, incorporated herein by reference; said boundaries having been adopted by the Bulloch County Board of Commissioners on December 4, 2012; and;

**WHEREAS**, the County and the Development Authority of Bulloch County, a public body corporate and politic created by an activating resolution dated July 13, 1993, adopted pursuant to O.C.G.A. 36-62-1, hereinafter referred to as the “Authority,” have acquired property

for future industrial uses within the District, which property is located within the southeast quadrant of the District, proximate to Interstate 16 and U.S Highway 301 in unincorporated Bulloch County; and,

**WHEREAS**, it is in the best interests of the public health, welfare, and safety of citizens of Bulloch County that the development which takes place within the District is provided with sufficient water and sewer facilities to provide for adequate non-agricultural irrigation, potable water, fire protection, and wastewater collection and treatment;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants, obligations and promises contained herein, the Parties agree as follows:

## **I. DEFINITIONS**

Unless otherwise noted, the following terms shall be defined as follows:

**DISTRICT** refers to the Tax Allocation District #1 as shown in attached Exhibit A, which is incorporated herein and made a part hereof by reference.

**Initial Phase** means the expansion of water and sewer infrastructure and facilities from their current end point (approximately Gateway Industrial Park) to the District as shown on the map attached hereto as Exhibit B, and in accordance with those portions applicable to Exhibit B of the “Conceptual Utility Report and Cost Estimate for Four Quadrants of I-16 and US-301 Utility Infrastructure for the City of Statesboro” prepared by Hussey Gay Bell & DeYoung Consulting Engineers in August of 2012, a copy of which is attached hereto as Exhibit C, said Exhibits B and C being incorporated herein and made a part hereof by reference; provided, however, that the water and sewer infrastructure in the Initial Phase shall include a one million gallon water tank and have sufficient capacity to provide the District a minimum of five hundred thousand (500,000) gallons per day of water capacity, four hundred thousand (400,000) gallons per day of sewer capacity, and one thousand five hundred (1,500) gallons per minute at twenty-five (25) pounds per square inch of pressure within the District.

**System Improvements** means the expansion of water and sewer infrastructure and facilities, beyond the Initial Phase, that are not related to a specific site or project and that are designed to provide service for the District and the community-at-large; that may require the creation of additional service capacity to serve new growth and development; and, if inside the District, that are part of the Water and Sewer Master Plan for the District, as it may be amended from time to time.

**Project Improvements** means site-related water and sewer infrastructure and facilities that are necessary to provide service for a particular development project, and that are for the use and convenience of the occupants and users of the project.

**PLANNED DEVELOPMENT** refers to new private or public land developments within or partially within the District approved by the County according to a development plan and consisting of residential subdivisions of five (5) or more lots, commercial subdivisions of two (2) or more lots, two-family or multi-family developments with a net density of two (2) units per acre or greater, planned unit developments as provided for in Article 12 of Appendix C - Zoning, Sections 1201 et seq. of the Code of Ordinances of Bulloch County, Georgia, or a single unit commercial or industrial development with an estimated usage of one thousand (1,000) gallons per day or more of wastewater calculated pursuant to the City's Aid-to-Construction Fee ordinance, City of Statesboro Code Section 82-176.

**NEW DEVELOPMENT** refers to new private or public land developments within or partially within the District that are not a Planned Development, a farm, or a single family residential property.

## II. TECHNICAL REVIEW COMMITTEE

A. In order to maintain a mechanism for accountability and review for the planning and implementation of infrastructure improvements within the District, including but not limited to water and sewer System and Project Improvements, the City and County hereby appoint a

Technical Review Committee consisting of the following members: City Manager, City Water and Wastewater Director, City Engineer, City Planning Director, County Manager, County Engineer, County Planning Director, and County Transportation Director.

B. The Technical Review Committee's responsibility is to review any and all matters relating to infrastructure within the District and to provide advice and make recommendations regarding same to the governing bodies of the City and County. Such matters upon which the Committee will provide advice and recommendations shall include the following non-exhaustive list:

1. Oversight and administration for the Water and Sewer Master Plan.
2. Determinations of system availability.
3. Evaluation of new development proposals within the District submitted to the County that require consideration for System or Project Improvements.
4. Current and future investments based on planning considerations, objective evaluation of cost feasibility and other pertinent factors.
5. Coordinating the design and installation of public infrastructure, facilities and utilities in addition to water and sewer facilities.
6. Project management involving joint funding by the City and the County.
7. Review of rate and fee structures.

C. All studies, plans, contracts or documents or other information materially impacting water and sewer infrastructure within the District which are submitted to either party for consideration shall also be submitted to the Technical Review Committee for review and comment.

D. The Technical Review Committee shall meet as necessary upon the call of either the Chairman of the Bulloch County Board of Commissioners or the Mayor of the City of Statesboro, but not less than two (2) times per year.

E. Within one year of completion of the Initial Phase, the Technical Review Committee shall recommend a Water and Sewer Master Plan for the District to the Parties for adoption. The costs for the development of this plan shall be shared equally by the Parties. Upon the Technical Review Committee's recommendation, the governing bodies of the City and County shall promptly adopt a Water and Sewer Master Plan for the District, either as recommended by the Committee or as amended by the governing bodies.

### **III. INITIAL PHASE**

A. A condition precedent to the County's obligations herein to provide funding for the Initial Phase design and construction costs shall be the County's written approval of contracts for any engineering and design services, construction services, and any subsequent change orders changing the scope of work for the Initial Phase, and the City shall obtain the County's written approval prior to awarding such contracts or approving any change orders changing the scope of work.

B. The City will proceed with due diligence with the design and construction of the Initial Phase. The City will act as the lead agency during the bidding and award of all contracts associated with the Initial Phase, and, subject to the County's prior written approval, will award all contracts to the lowest responsible, responsive bidder in accordance with the City's bidding requirements and in compliance with State and Federal law.

C. The County shall reimburse the City an amount not to exceed SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) for design and construction costs of the Initial Phase. The City shall make all payments to contractors for the Initial Phase design and construction, and the County shall reimburse the City for all payments made to contractors within 30 days of receipt of billing from the City. The City shall provide sufficient supporting documentation with said invoice to allow the County to adequately review for compliance with this Agreement.

D. Once the County has reimbursed the City for the first SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) in design and construction costs for the Initial Phase, the City shall bear all remaining costs to complete Initial Phase construction.

#### **IV. SYSTEM AND PROJECT IMPROVEMENTS**

A. No design or construction of any System Improvements within the District or Project Improvements within the District shall commence without the approval of each party's governing body. Prior to commencing the design or construction of any System Improvements within the District or Project Improvements within the District, the governing bodies of the City and County shall approve and execute a subsequent written agreement or a written amendment to this Agreement setting forth the scope of the System Improvements or Project Improvements and any other pertinent details.

B. Unless otherwise agreed, the City and the County shall each pay fifty percent (50%) of the total costs of any System Improvements and Project Improvements within the District. For purposes of this provision, "total costs" means the out-of-pocket cost of design, property acquisition, and construction of System Improvements and Project Improvements within the District.

C. The County shall not be responsible for any portion of the cost of any System Improvements and Project Improvements outside the District.

#### **V. CITY OBLIGATIONS**

A. The City shall not annex any property within Tax Allocation District #1 as shown in attached Exhibit A, which is incorporated herein and made a part hereof by reference, by any method without the prior written consent of the County. Such prior written consent shall be in the form of a resolution of the Bulloch County Board of Commissioners consenting to the proposed annexation.



B. The City shall apply the same water and sewer rates to all industrial customers outside the City limits as applied to industrial customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

C. The City shall apply a rate structure for commercial customers outside the City limits that is no higher than one hundred and fifty percent (150%) of the water and sewer rates to commercial customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

D. The City shall apply a rate structure for residential customers outside the City limits that is no higher than two hundred percent (200%) of the water and sewer rates to residential customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

## **VI. WATER/SEWER CONNECTIONS**

A. The County will promptly adopt ordinances and/or policies to implement the requirements stated below; provided, however, that should any of the County's ordinances and/or policies be deemed illegal or unenforceable for any reason by a court of competent jurisdiction, such judicial determination shall not affect the validity of this Agreement or the City's obligations pursuant to this Agreement. The requirements to be implemented by the County's adoption of said ordinances and/or policies are as follows:

1. Planned Developments or New Developments located on property within or partially within the District shall be required to connect to the City's water and sewer infrastructure pursuant to Water/Sewer Agreement "A" for Tax Allocation District #1 (a copy of which is attached hereto as Exhibit D) if any portion of the Planned Development's property or New Development's property is located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service, or if due to expansion of the City's water and sewer infrastructure the Planned Development's property or New Development's

property becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service.

2. If a Planned Development or New Development located on property that is within or partially within the District is not located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service then the Planned Development or New Development may install a private water system and sewer disposal system in anticipation of future connection to the City's water and sewer infrastructure pursuant to the terms and conditions in Water/Sewer Agreement "B" for Tax Allocation District #1 (a copy of which is attached hereto as Exhibit E).

## **VII. MISCELLANEOUS PROVISIONS**

A. **OWNERSHIP AND MAINTENANCE:** The City shall own the water and sewer infrastructure that is the subject of this Agreement. The City shall pay for the operation, maintenance, and repairs of the water and sewer infrastructure that is the subject of this Agreement.

B. **COUNTY DEVELOPMENT REGULATIONS:** Except for the City's water and sewer access, design and construction standards and as otherwise provided in this Agreement, the County's developmental regulations, e.g. the County's comprehensive plan, the district redevelopment plan, land development standards, zoning, permitting, regulations and review processes not in conflict with the City's water and sewer access, design and construction standards shall apply in the District.

C. **REGULATORY PERMITS:** Except as otherwise provided for in this Agreement, it shall be the City's obligation to obtain all regulatory approval and permits for the design, construction, maintenance and operation of the water and sewer infrastructure that is the subject of this Agreement.

D. RIGHTS OF WAYS AND EASEMENTS: Except as otherwise provided for in this Agreement, it shall be the obligation of the City to obtain all necessary rights of way and easements necessary for the design, construction, maintenance and operation of the water and sewer infrastructure that is the subject of this Agreement. Where encroachment on rights of way and easements vested in the County are necessary, the City agrees to obtain permission from the County to encroach.

E. BRANDING OF WATER TOWERS: The County shall have the exclusive right to design and affix the logos, icons, lettering, labeling and artwork onto any water tower constructed within the District. In designing and affixing the logos, icons, lettering, labeling and artwork onto any water tower constructed within the District it is the intent of the County to recognize the City's contributions to the development of the District.

F. FIRE PROTECTION: The Parties' respective fire departments are granted permission to access fire hydrants for emergency fire response within the District. The cost of repair of any damage caused to the City's water and sewer infrastructure by a Party's fire department shall be paid by the Party whose fire department caused the damage.

G. ALTERATION OF DISTRICT BOUNDARIES: Should the boundaries of the District alter from the boundaries shown in attached Exhibit A, the terms and conditions of this Agreement shall continue to apply only to the Tax Allocation District #1 as shown in attached Exhibit A.

H. WAIVER AND MODIFICATION OF WATER AND SEWER AGREEMENTS: The City and the County reserve the right to grant a joint waiver of a Planned Development's or New Development's obligation imposed by the County on Planned Developments or New Developments within the District to connect to the City's water and sewer infrastructure. The County and the City shall act in good faith in considering a request for waiver, and the grant of a waiver shall not be unreasonably withheld by either Party.

I. INDEMNIFICATION AND HOLD HARMLESS. Neither of the Parties to this Intergovernmental Agreement shall be deemed to assume any liability for the negligence of the other Party, its officers or employees, nor for any defective or dangerous condition of the other Party's property and each Party hereto mutually agrees, covenants and promises to hold the other Party harmless and to defend and indemnify the other Party against any claims for damages, actions at law, suits in equity, or other legal proceedings resulting from the negligence of the such Party or from any defective or dangerous condition of such Party's real or personal property.

J. DISPUTE RESOLUTION

1. If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.
2. Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).
3. The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises,

conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

4. The provisions of this section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

K. NOTICE: Any notice to the other Party required by this Agreement shall, unless waived in writing by the Party receiving notice, be by certified mail or statutory overnight delivery. Notice to the City of Statesboro shall be served upon the Mayor of the City of Statesboro, with a copy to the City Manager and the City Attorney. Notice to Bulloch County shall be served upon the Chairman of the Bulloch County Commission, with a copy to the County Manager and the County Attorney.

L. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with regard to the subject matters hereof; and there are no oral understandings, terms or conditions, and none of the Parties have relied upon any representation, express or implied, not contained herein. All prior negotiations and understandings are merged into the Agreement.

M. RELATIONSHIP TO OTHER AGREEMENTS. The entire agreement between the Parties hereto relative to the subject matters hereof is contained in this Agreement. This Intergovernmental Agreement is in addition to, and is not intended to replace or substitute for, any other agreement between Bulloch County and the City of Statesboro. Those other agreements continue in effect according to the terms of those agreements.

N. AMENDMENTS. The terms of this Agreement may not be amended or modified except by a subsequent Intergovernmental Agreement approved by each Party.

O. EFFECTIVE DATE AND TERM. This Agreement shall take effect as of the date hereof and shall continue in effect for exactly fifty (50) years unless sooner terminated by the mutual consent of the Parties.

P. SEVERABILITY. If any of the terms, covenants, conditions or agreements of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other terms, covenants, conditions, or agreements of this Agreement, and any terms, covenants, conditions, and agreements hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms, covenants, conditions, and agreements never were contained herein.

Q. INTERPRETATION. The Parties have each read and fully understand the terms of this Agreement, and they have had the opportunity to have this Agreement reviewed by legal counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the party drafting same shall not apply.

R. MULTIPLE ORIGINALS. This Agreement is executed in multiple originals; and each Party acknowledges receipt of one such original, agrees that the multiple originals hereof are identical, and further agrees that any such original shall be admissible in any proceeding, legal or otherwise, without the production of any other such original.

S. FORCE MAJEURE. In case, by reason of Force Majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then, if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period. For purposes of this Agreement, the term "Force Majeure" means acts of God, including without limitation floods, hurricanes, tornados, washouts, droughts, lightning strikes, or fires, civil disturbances, including without limitation, strikes, sabotage, terrorism, riots, lockouts, or other industrial disturbances, or acts of a public enemy, and governmental actions, including without limitation, orders, moratoria, laws, rules, decrees, prohibitions, or judgments and any other event that is beyond the

control of the Parties to this Agreement and which causes the Party to be unable to fulfill its obligations under this Agreement. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts acceding to the demands of opposing parties, when in the judgment of the Party having the difficulty, such settlement would be unfavorable to the Party.

T. CHOICE OF LAW. This agreement shall be interpreted and governed by the laws of the State of Georgia.

BULLOCH COUNTY BOARD OF COMMISSIONERS

BY: J. Garrett Nevil  
J. Garrett Nevil, Chairman

ATTEST: Christy A. Strickland  
Christy A. Strickland, Clerk

Signed, sealed and delivered in the presence of:

Ruby Shupe  
Witness

Jeff S. Akins  
Notary Public



MAYOR AND CITY COUNCIL OF STATESBORO

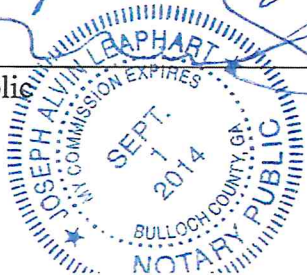
BY: Joe R. Brannen  
Joe R. Brannen, Mayor

ATTEST: Sue Starling  
Sue Starling, Clerk

Signed, sealed and delivered in the presence of:

Anthony J. Laphart  
Witness

Joseph Alvin Laphart  
Notary Public



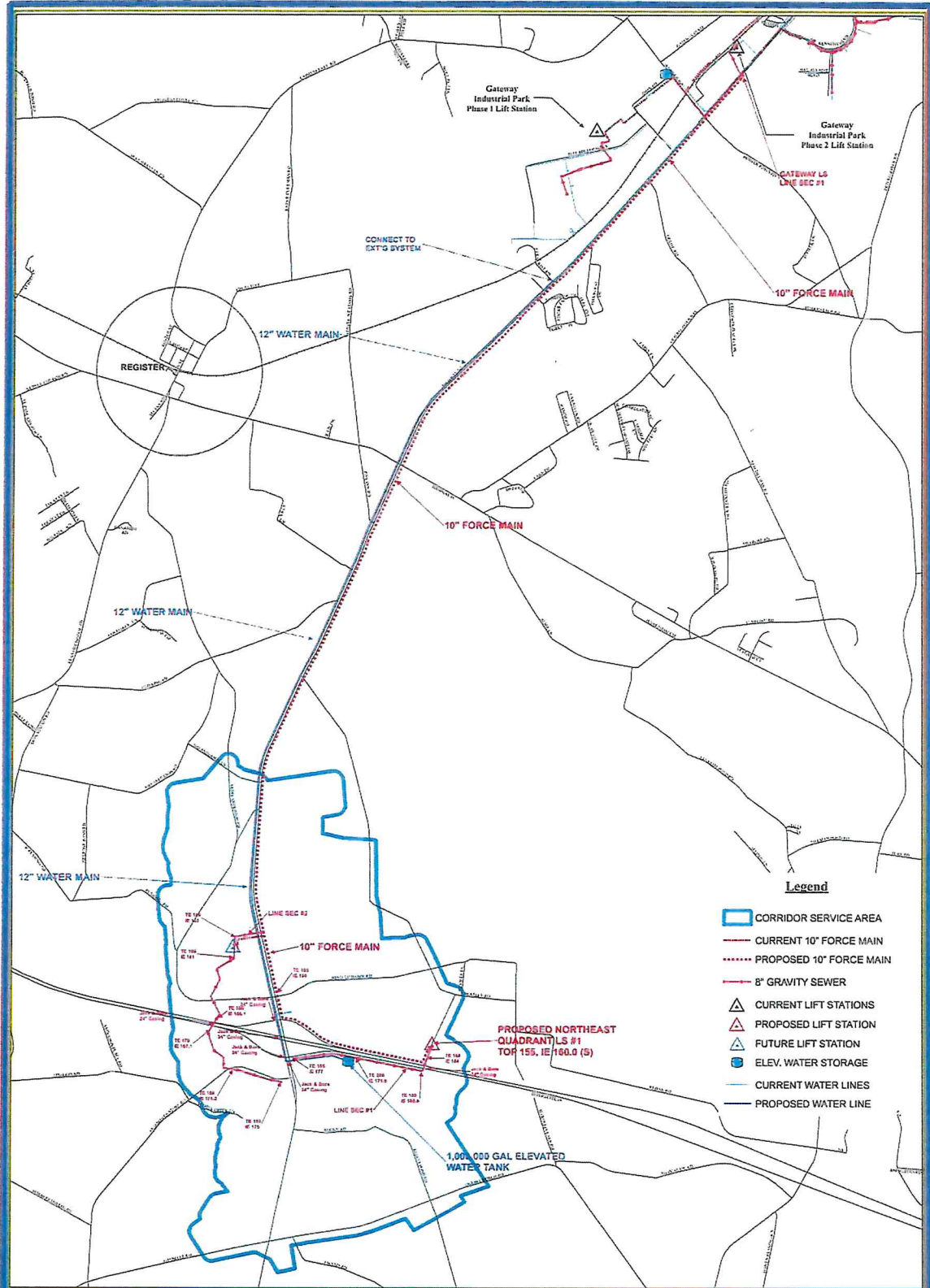


# Exhibit A

# Bulloch County TAD #1 I-16/US301 Interstate Gateway



# Exhibit B



**Legend**

- CORRIDOR SERVICE AREA
- CURRENT 10" FORCE MAIN
- PROPOSED 10" FORCE MAIN
- 8" GRAVITY SEWER
- CURRENT LIFT STATIONS
- PROPOSED LIFT STATION
- FUTURE LIFT STATION
- ELEV. WATER STORAGE
- CURRENT WATER LINES
- PROPOSED WATER LINE



**DESIGN DEVELOPMENT EXHIBIT  
FOR  
STATESBORO, GEORGIA**



January 17, 2013

# Exhibit C

# CONCEPTUAL UTILITY REPORT AND COST ESTIMATE

for

## FOUR QUADRANTS OF I-16 AND US-301 UTILITY INFRASTRUCTURE

for the

### CITY OF STATESBORO

Prepared by



A Bell Company

**AUGUST 2012**

Hussey Gay Bell & DeYoung, Inc.  
Consulting Engineers

SAVANNAH • GAINESVILLE • CHARLESTON • COLUMBIA  
[www.hgbd.com](http://www.hgbd.com)

**CONCEPTUAL UTILITY INFRASTRUCTURE REPORT**

## AND COST ESTIMATE

### I. Executive Summary:

This conceptual utility report and cost estimate is provided at the request of the City of Statesboro for City water system improvements, sewage lift stations and associated force mains required to serve future developments of the Bulloch County Development Authority and others in the four quadrants of the I-16 and US-301 intersection.

The southeast quadrant is the focus of the Bulloch County Development Authority planning and includes about 516 acres in total. The site is approximately 11 miles from the City of Statesboro. There are no existing City of Statesboro utilities in the immediate area. The closest utilities are constructed at County Road 204 and at Gold Kist Road to serve the Gateway Regional Industrial Park, Phases I and II.

The conceptual cost estimate includes an on site 500,000 gallon elevated water storage tank, a proposed 12 -inch water main extending from an existing 12-inch main at Gold Kist Road, two initial on- site sewage lift stations with a 10-inch force main connected to the Gateway Phase II Lift Station near County Road 204 (J. R. Riggs Road). The two sewage lift stations are proposed under Phase 1. to be located in the Northwest and Northeast Quadrants. Also included in the conceptual cost estimate are gravity interceptor sewers to provide sewer service to portions of all four quadrants of the intersection and a small portion of gravity sewer near the Gateway Phase II lift stations.

Phase 2 includes an additional potential area south of Rocky Road being considered for acquisition. It would be served by a lift station located on Union Church Road, whose flows could be discharged to the Northeast Quadrant Lifts Station.

The potential service areas are shown on the attached Design Development Exhibits (Phases 1 and 2) along with the proposed primary water and sewer infrastructure.

The Phase 1 costs for improvements, as shown on the Exhibit. including contingency and engineering are listed below. On site smaller diameter water distribution mains and gravity collection sewers are not included. These can be determined after development plans are finalized and potentially could be a developer responsibility.

<b>12-inch Water main along US 301</b>	<b>\$2,540,000</b>
<b>Pedestal type, 500,000 gallon steel elevated water storage tank</b>	<b>\$1,560,000</b>
<b>Northwest Quadrant Sewage Lift Station, duplex submersible pumps, with FM manifolded into the 10- inch FM</b>	<b>\$ 965,000</b>
<b>Northeast Quadrant Sewage Lift Station, duplex submersible pumps Phase 1</b>	<b>\$1,050,000</b>
<b>Southwest Quadrant (north portion), trunk gravity sewer flow into the NW Quadrant</b>	<b>\$ 335,000</b>
<b>Off site 10- inch force main along US 301 and 12" gravity interceptor sewer connecting to Gateway Phase II lift station</b>	<b>\$3,100,000</b>



**Total Phase I Cost (exclusive of on site water mains and sewers)**

**\$9,550,000**

## **II. Study Area:**

The study area includes the US-301 Road Corridor south of Gateway Regional Industrial Park and the four quadrants of the I-16 and US-301 intersection.

## **III. Discussion of Service Areas:**

The study areas are presently mostly undeveloped and do not have water and sewer service. Although the study areas are outside the current City limits, water and sewer service is proposed to be provided by the City of Statesboro.

Details of the future development, including estimated peak hourly wastewater flows are not known. But using assumed 728 GPM pumps (provides self cleaning velocity of 3-ft per second in a 10-inch force main) and using an assumed peaking factor of 2.5 would equate to about 420,000 GPD (average daily flow). Only on site interceptor gravity sewers are included in the cost estimate.

## **IV. Discussion of Water System Improvements:**

The required fire flows cannot be determined until more details are known about the proposed development. Typically fire demands for industrial parks can range from 1,500 to as much as 4,500 GPM. Normally at least 2 hours of fire flow demands are stored in elevated tanks. Thus, a 500,000 gallon elevated tank would suffice for a 2 hour fire demand of 4,167 GPM.

## **V. Discussion of Sewer System Improvements:**

The proposed master Northeast Quadrant Lift Station at I-16 has been evaluated under one basic scenario: (1) Discharging to a proposed gravity sewer on US- 301 that would discharge to the existing the Gateway Phase II Lift Station. Those Gateway flows are presently discharged to a gravity sewer northeast of the Memorial By- Pass Highway.

Under the Gateway Phase II re-pumping scenario, the 88 hp pumps would discharge about 728 GPM@ 195 -ft TDH, when operating on a 10-inch force main of about 8.2 miles length.

The existing Gateway Phase II pumps will discharge about 1,153 GPM under the re-pumping scenario. Without an upgrade there may be short periods of time that two pumps may need to operate when peak Gateway Phase I and II flows occur concurrently with the operation of the proposed Northeast Quadrant Lift Station. Further studies will be necessary to determine whether a future upgrade of the Gateway Phase II Lift Station will be required.

## **VI. Discussion of Phase II Sewer System Improvements:**

The service area of the Southwest Quadrant has not been finalized, but has been depicted as extending to about the 160-ft contours as shown in the Exhibit and will encompass about 144 acres. Due to the topography of both the Southwest and Southeast Quadrants, an interceptor sewer is proposed under Phase 1, flowing generally northward under I-16 to the Northwest Quadrant, where a lift station is proposed with a force main manifolded to the 10-inch force main along US 301.

Flows of the Southeast Quadrant can be taken by an interceptor sewer extending under I-16 to the Northeast Quadrant Lift Station.

The Phase 2 configuration provides for additional service area within the Southeast Quadrant extending south of Union Church Road. The Union Church Road Lift Station discharge would be to the Northeast Quadrant Lift Station.

At this point, all sewers shown have only schematic locations. The location of all water mains and sewers can be finalized after development plans are finalized. Utility easements will be required. Cost estimates for Phase II sewer are not included in this report. These costs can be estimated when development in the area warrants.

## **VII. Minimal Sewer System Recommendations:**

- Install 88 hp duplex submersible pumps in the Northeast Quadrant Lift Station and construct about 8.2 miles of 10-inch force main to handle the expected flows from four quadrants and re-pump them at Gateway Phase II Lift Station.
- Construct gravity interceptor sewer in Southwest Quadrant for discharge under I-16 into the Northwest Quadrant LS
- Construct the Northwest Quadrant Lift Station with a FM connected to the 10-inch force main on US-301.
- Construct gravity interceptor sewer in Southeast Quadrant with discharge under I-16 into the Northeast Quadrant LS

## **VIII. Conceptual Cost Estimates:**

Details of the estimates are in the Appendices.

The estimates do not include all on-site water distribution mains. Only on-site interceptor gravity sewers and manholes are included.

### Water System

12-inch Water main along US -301

\$2,540,000

Pedestal type, 500,000 gallon steel elevated storage tank in

Southeast Quadrant	\$1,560,000
 <u>Sewer System</u>	
Northeast Quadrant Sewage Lift Station, 88 hp duplex submersible pumps	\$1,050,000
Southwest Quadrant gravity interceptor sewer with discharge under I-16 into the Northwest Quadrant LS	\$ 335,000
Northwest Quadrant gravity interceptor sewer lift station with FM to US-301	\$ 965,000
10-Inch force main along US 301	\$3,100,000
<b>Total Phase 1 Cost (based on 500,000 tank and 10-inch FM)</b>	<b>\$9,550,000</b>

Note: Estimated cost for 500,000 gallon elevated storage tank is \$1,560,000 as shown above. If 1,000,000 gallon tank is required, estimated cost would be \$1,950,000.00.

**BUDGET COST ESTIMATE**

**August 2012**

**12 Inch Water Main on west Side of US 301 from Gold Kist Road to SE Quadrant**

Item No.	Description	Estimated Quantity		Unit Price	Total Price
1.	12-inch PVC Water Main	17,420	LF	25.00	435,000
2.	12-inch RJ PVC Water Main	10,000	LF	35.00	350,000
3.	12-inch Gate valve and box	64	EA	2,000	128,000
4.	Jack & Bore 24-inch steel casing under existing Roadways	1,100	LF	250.0	275,000
5.	Insert carrier pipe in casing	1,100	LF	35.00	38,500
6.	Remove and Replace Asphalt Drives	500	SY	50.00	25,000
7.	Remove and Replace Gravel Drives	1,000	SY	25.00	25,000
8.	Fire Hydrants incl. 6" valve and box	31	EA	2,750	85,250
9.	Fittings	35,000	LBS	4.00	140,000
10.	Directional Drill (Wetlands)	2,500	LF	150.00	375,000
11.	Connect to existing WM	JOB	LS	1,500.00	1,500
12.	Erosion & Sediment Control	JOB	LS		35,000
13.	Grading, traffic control, mobilizations	JOB	LS		115,000
Sub Total - Construction					\$2,028,750
25% Contingency & Engineering					507,000
Construction Total					2,535,750
CALL					<b>\$2,540,000</b>

BUDGET COST ESTIMATE				August 2012		
Elevated Water Storage Tank						
Item No.	Description		Estimated Quantity		Unit Price	Total Price
1.	Site Work, Clearing, Grading		Job		LS	\$10,000
3.	12-inch DI RJ Water Main		50	LF	70.00	3,500
4.	12-inch Gate valve and box		3	EA	2,500	7,500
5.	Altitude valve, below grade concrete vault, drain line		JOB		LS	30,000
6.	6a	Elevated Water Storage Tank, Pedestal type (500,000 gallon)	JOB		LS	\$1,000,000
	6b	Foundation – Concrete cap, Piling and concrete floor	JOB		LS	\$100,000
7.	Electrical Work		JOB		LS	\$45,000
8.	SCADA		JOB		LS	\$50,000
					Sub Total - Construction	\$1,246,000
					25% Contingency & Engineering	311,500
					Construction Total	1,557,500
					CALL	<b>\$1,560,000</b>

**BUDGET COST ESTIMATE**

August 2012

**Northeast Quadrant Life Station (Phase 1)**

Item No.	Description	Estimated Quantity		Unit Price	Total Price
1.	Sewage Lift Station, Duplex Submersible Pumps	JOB		LS	\$350,000
2.	Site development at LS, including borrow fill, fence, graded aggregate at LS	JOB		LS	60,000
3.	Graded stone access road to LS	4,500	SY	20.00	90,000
4.	Receiving Manhole	1	EA	3,500	3,500
5.	Clearing	4	AC	7,000	28,000
6.	Grassing	3,500	SY	1.00	3,500
7.	Soil Erosion Control	JOB		LS	3,500
8.	Grading, mobilization, insurance, bonds and miscellaneous const. items	JOB		LS	49,000
9.	12-inch gravity sewer	4,600	LF	35.00	161,000
10.	Manholes	15	EA	2,400	36,000
11.	Jack & Bore 24-inch steel casing (for 12-inch sewer)	160	LF	250.00	40,000
12.	Insert 12-inch gravity sewer	160	LF	35.00	5,600
Sub Total - Construction					\$830,100
25% Contingency & Engineering					207,525
Construction Total					1,037,625
CALL					<b>\$1,050,000</b>



**BUDGET COST ESTIMATE****August 2012****Southwest Quadrant Gravity Sewer**

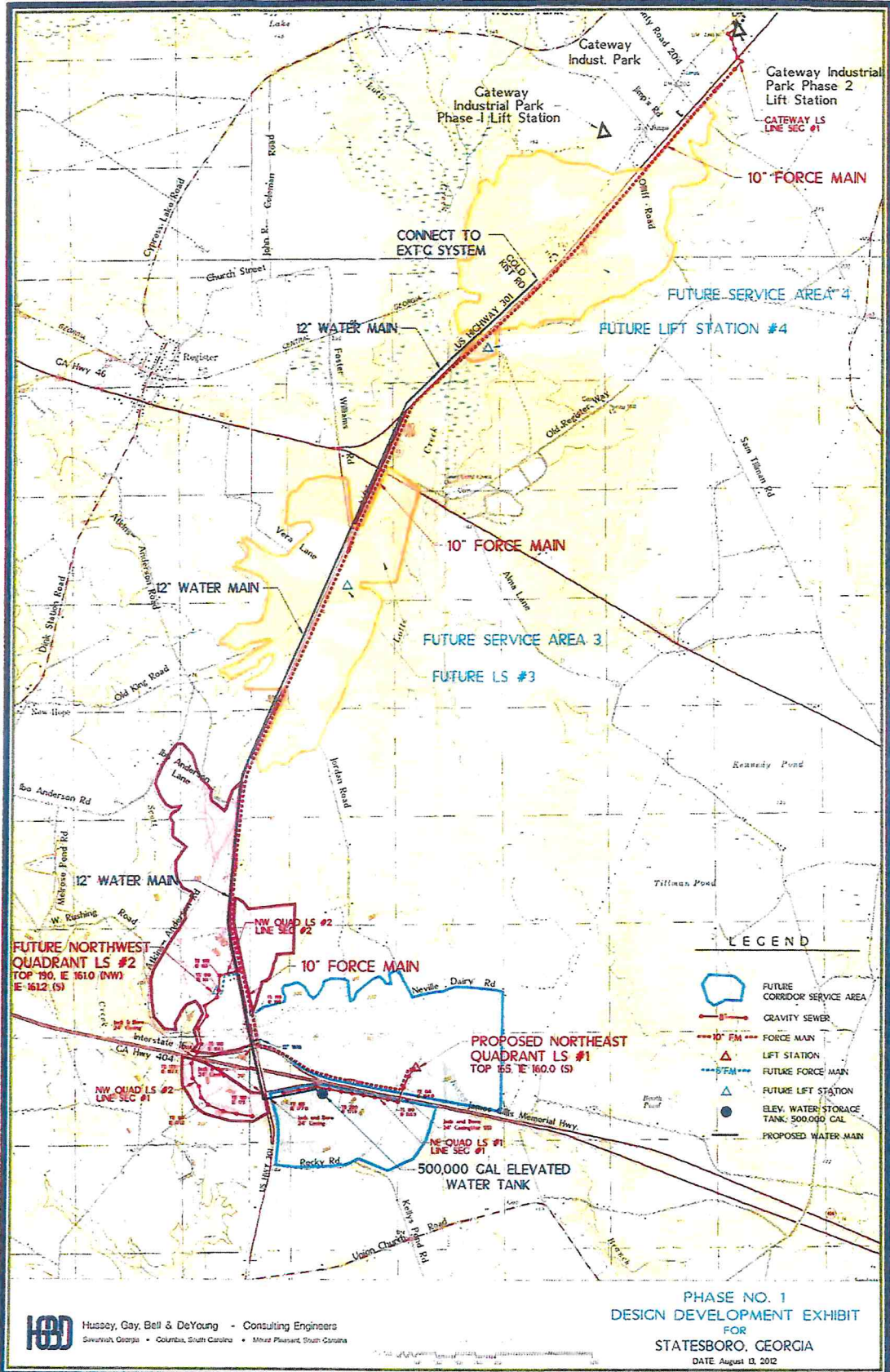
Item No.	Description	Estimated Quantity		Unit Price	Total Price
1.	12-inch SS	3,020	LF	35.00	105,700
2.	Manholes	11	EA	24.00	26,400
3.	Jack & bore 30-inch steel casing under I-16	180	LF	250.00	95,000
4.	Insert 12-inch SS casing	180	LF	35.00	6,300
5.	Clearing	2.5	AC	7,000	1,750
6.	Grassing	1,900	SY	1.00	1,900
7.	Soil Erosion Control	JOB		LS	10,000
8.	Grading, mobilization, insurance, bonds and miscellaneous const. items	JOB		LS	13,000
Sub Total - Construction					232,100
25% Contingency & Engineering					58,000
Construction Total					335,100
CALL					<b>335,000</b>

**BUDGET COST ESTIMATE****August 2012****Northwest Quadrant Lift Station**

Item No.	Description	Estimated Quantity		Unit Price	Total Price
1.	Sewage Lift Station, Duplex Submersible Pumps	JOB		LS	\$350,000
2.	Site development at LS, including borrow fill, fence graded aggregate at LS	JOB		LS	60,000
3.	Graded stone access road to LS from US-301	2,900	SY	20.00	58,000
4.	12-inch SS	3,320	LF	35.00	116,200
5.	Manholes	13	EA	2,400	31,200
6.	FM to US 301	1,200	LF	35.00	42,000
7.	Clearing	2.5	AC	7,000	17,500
8.	Grassing	2,000	SY	1.00	2,000
9.	Soil Erosion Control	JOB		LS	10,000
10.	Jack and Bore 16-inch Steel Casing under US-301	160	LF	200	32,000
11.	Insert carrier pipe	160	LF	35.00	5,600
12.	Connect to 10" FM	JOB	LS	2,000	2,000
13.	Grading, mobilization, insurance, bonds and miscellaneous const. items	JOB		LS	45,000
Sub Total - Construction					771,500
25% Contingency & Engineering					192,875
Construction Total					964,375
CALL					<b>965,000</b>

**BUDGET COST ESTIMATE****August 2012****Off site Force Main and Gravity SS to Gateway Phase 2 Lift Station**

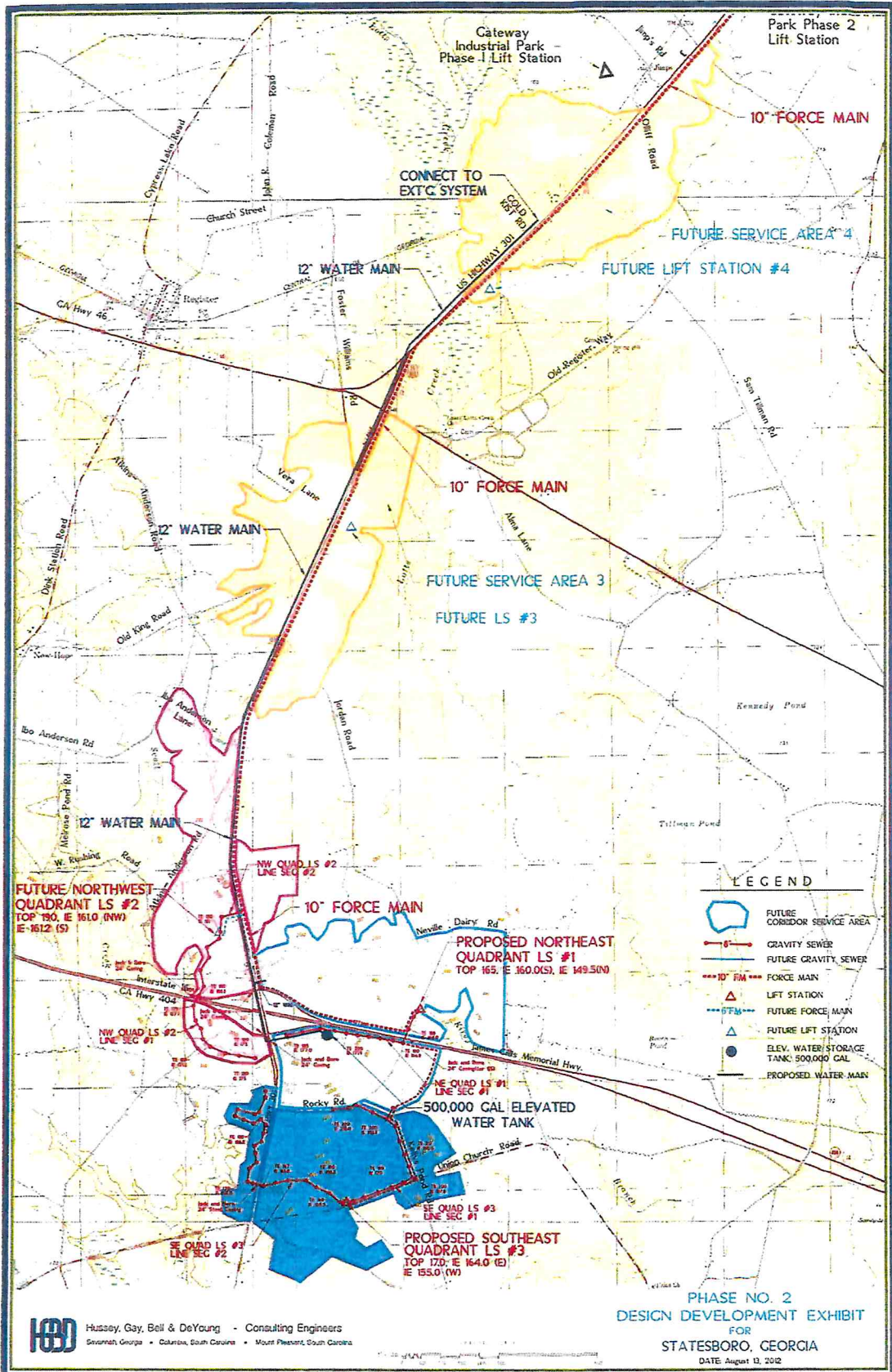
Item No.	Description	Estimated Quantity		Unit Price	Total Price
1.	10" PVC FM (C-900, SDR-18)	34,850	LF	40.00	1,394,000
2.	10" RJ PVC FM	2,000	LF	45.00	90,000
3.	10" RJ DI FM	500	LF	60.00	30,000
4.	Jack and bore 24 inch steel casing, under GA Hwy 46 (for 10" FM)	180	LF	250.00	45,000
5.	Jack and bore 24 inch steel casing, under US-301 (12" gravity sewer)	100	LF	250.00	25,000
6.	12-inch gravity sewer	1,020	LF	35.00	35,700
7.	Manholes	5	EA	2,400	12,000
8.	Remove and replace pavement	1,000	SY	50.00	50,000
9.	Grassing	65,000	SY	1.00	65,000
10.	Soil Erosion Control	JOB		LS	25,000
11.	Grading, mobilization, insurance, bonds and miscellaneous construction items	JOB		LS	140,000
12.	Insert 10" FM in casing	180	LF	30.00	5,400
13.	Insert 12" gravity sewer in casing	100	LF	35.00	3,500
14.	Horizontal directional drill	2,700	LF	200.00	540,000
Sub Total - Construction					2,460,600
25% Contingency & Engineering					615,000
Construction Total					3,075,600
CALL					<b>3,100,000</b>



**HGD** Hussey, Gay, Bell & DeYoung - Consulting Engineers  
 Savannah, Georgia • Columbus, South Carolina • Milledgeville, South Carolina

**PHASE NO. 1  
 DESIGN DEVELOPMENT EXHIBIT  
 FOR  
 STATESBORO, GEORGIA**  
 DATE August 12, 2012





**H&D** Hussey, Gay, Bell & DeYoung - Consulting Engineers  
 Savannah, Georgia • Columbia, South Carolina • Mount Pleasant, South Carolina

**PHASE NO. 2**  
**DESIGN DEVELOPMENT EXHIBIT**  
 FOR  
**STATESBORO, GEORGIA**  
 DATE: August 13, 2012

# Exhibit D

**WATER/SEWER AGREEMENT "A" FOR**  
**TAX ALLOCATION DISTRICT #1**

GEORGIA, BULLOCH COUNTY

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal corporation, its assigns and successors, hereinafter referred to as "City" and \_\_\_\_\_, their heirs, assigns and successors, hereinafter referred to as "Developer", the developer of the project known as \_\_\_\_\_.

**WHEREAS**, in regard to extending and making additions to the City's water and/or sanitary sewer systems and also to the construction of water distribution and/or sanitary sewer collection and disposal systems to serve the property known as \_\_\_\_\_; located at \_\_\_\_\_ and

**WHEREAS**, the engineering design for said water and sanitary sewer systems will be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and \_\_\_\_\_ covenant and agree as follows:

1. City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of said water and sanitary sewer systems. The Developer shall be responsible for providing resident inspection during construction and for insuring the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift stations and quality of construction. The Developer shall provide to the City



a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

2. The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Long Range Water and Sewer Master Plan as well as the Long Range Water and Sewer Master Plan adopted for Tax Allocation District One by BULLOCH COUNTY BOARD OF COMMISSIONERS and the MAYOR AND CITY COUNCIL OF STATESBORO. This fee will also cover the costs for said Engineer to update the Water and Sewer Master Plan as per the development and to update the City's water/sewer location maps to include this extension of mains. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

3. Both parties covenant and agree that if the project is located outside the City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will comply with the City's Water and Sewer access, design and construction standards. Except for the City's water and sewer access, design and construction standards, the County's developmental regulations, e.g. the County's comprehensive plan, the district redevelopment

plan, land development standards, zoning, permitting, regulations and review processes not in conflict with the City's water and sewer access, design and construction standards shall apply.

4. The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

5. Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer (except the sewage treatment facility and the water supply facility) and after the submission of "as built" drawings (one electronic copy in a format acceptable to the City and two blueprint plans), the City will, subject to approval of the City Engineer, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof. Developer agrees to execute any further documentation, such as a Bill of Sale and/or Easement, upon request of the City as may be necessary to transfer title to the systems. The Developer shall bear the costs for the proper recording of all water and sewer easements. Those portions of the facilities not so conveyed by the Developer such as single use lines, shall remain the responsibility of the Developer or its assigns as to the ownership and maintenance.

6. The Developer warrants the water and sanitary sewer systems to include all parts, piping and pumping devices that make up the water or sewer system against defects and improper installation for a period of one (1) year from the date the City accepts the system. During the one (1) year warranty any repairs to the system will be made at the expense of the Developer and any

street repairs necessitated for the maintenance and repair of the water system and/or sanitary sewer systems will also be at the expense of the Developer.

7. The Developer agrees to, whenever possible, acquire and dedicate right-of ways and/or easements necessary to connect the project to the City's water and sewer infrastructure. In the event the developer cannot acquire and dedicate rights of ways and/or easements necessary to connect to the City's water and sewer infrastructure, and the City's subsequently acquires the needed rights of ways and/or easements necessary to connect to the City's water and sewer infrastructure, then the owner or developer shall reimburse that Party for all costs associated with acquiring the needed rights of ways and/or easements.

8. Upon approval engineering and design plans by the City, and if no rights of ways, easements or other property rights must be obtained to connect to the City's water and sewer infrastructure the Developer must connect the project to the City's water and sewer infrastructure within the District within ONE HUNDRED AND EIGHTY (180) days.

9. Upon approval of the engineering and design plans by the City, and if rights of ways, easements or other property rights must be obtained to connect to the City's water and sewer infrastructure the Developer must connect the project to the City's water and sewer infrastructure within the District within THREE HUNDRED AND SIXTY FIVE (365) days.

10. In the event the Developer sells any or all of the property containing the project prior to connecting to the City's water and sewer infrastructure, the developer shall upon sale include appropriate deed restrictions requiring all subsequent owners of the property to connect to the City's water and sewer infrastructure.

11. Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by

the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

12. Developer acknowledges that there is an Aid to Construction fee (ATC) for each gallon of sewage accepted by the City from Developer for treatment. This fee shall be imposed in accordance with the current City rates in effect and shall be paid by Developer to the City upon execution of this Agreement. The current rate is \$\_\_\_\_\_ per gallon per day of sewage accepted by the City for treatment. The City calculates that \_\_\_\_\_ gallons per day of sewage from the Project will be treated by the City. The Developer, therefore, tenders the amount of \$\_\_\_\_\_ to the City in payment of this fee. If it becomes apparent that the amount of sewage to be treated by the City will exceed the amount set forth above, Developer shall immediately tender such payment of the ATC fees to the City as is required. It shall be the responsibility of the City to correctly calculate the gallons of sewage from the Project to be treated by the City. The City's calculations shall be consistent with the City's schedule of contributory load factors. The ATC fee is payable upon execution of the agreement.

13. It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. The connection fees shall be paid upon issuance of a building permit.

14. Developer acknowledges that the City shall be the sole provider of water for consumption or irrigation and covenants and agrees not to obtain a private well or obtain water from any source other than the City.

15. This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

16. This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or hereafter in effect relating to water and sewage service shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

# Exhibit E

**WATER/SEWER AGREEMENT "B" FOR  
TAX ALLOCATION DISTRICT #1**

GEORGIA, BULLOCH COUNTY

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal corporation, its assigns and successors, hereinafter referred to as "City" and \_\_\_\_\_, their heirs, assigns and successors, hereinafter referred to as "Developer", the developer of the project known as \_\_\_\_\_.

**WHEREAS**, this project is located within or partially within Tax Allocation District One, but is not currently located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service;

**WHEREAS**, the Developer needs to install a private water system and sewer disposal system to serve the project the property known as \_\_\_\_\_; located at \_\_\_\_\_ in anticipation of future connection to the City's water and sewer infrastructure;

**WHEREAS**, the engineering design for said private water system and sewer disposal system will be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and \_\_\_\_\_ covenant and agree as follows:

1. City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of said water system and



sewer disposal system. The Developer shall be responsible for providing resident inspection during construction and for insuring the engineer's conformance to the applicable City's Water and Sewer access, design and construction standards. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with the private water system and sewer disposal system shall be borne by the Developer.

2. The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Water and Sewer access, design and construction standards. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

3. The Developer warrants that the private water system and sewer disposal system shall comply with City's Water and Sewer access, design and construction standards as well as all other applicable State and Federal laws and regulations.

4. The Developer covenants and agrees that when any part of the property containing the project becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service, the Developer shall cause the project to connect to the City's water and sewer infrastructure pursuant to the conditions set forth in the "Water/Sewer Agreement "A" for Tax Allocation District #1" a copy of which is attached as Exhibit A to this agreement.

5. In the event any or all of the property containing the project is sold prior to connecting to the City's water and sewer infrastructure, the developer shall upon sale include appropriate deed restrictions requiring all subsequent owners of the property to connect to the City's water and sewer infrastructure pursuant to the conditions set forth in the "Water/Sewer Agreement "A" for Tax Allocation District #1", a copy of which is attached as Exhibit A to this agreement, when any part of the property containing the project becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service.

6. Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the private water system and sewer disposal system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals.

7. This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

8. This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or hereafter in effect relating to water and sewage service shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: BULLOCH**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>BULLOCH COUNTY</u>	Chairman	Roy Thompson		
<u>CITY OF STATESBORO</u>	Mayor	Jonathan McCollar		
<u>TOWN OF BROOKLET</u>	Mayor	Joe Grooms		
<u>TOWN OF PORTAL</u>	Mayor	Billy Boggs		
<u>TOWN OF REGISTER</u>	Mayor	Donnie Roberts		



**GEORGIA, BULLOCH COUNTY**

**CITY OF BROOKLET  
RIGHT-OF-WAY EASEMENT FOR SEWER LINE**

**THIS INDENTURE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **BULLOCH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as “the County”); and the **CITY OF BROOKLET**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as “the City”),

**W I T N E S S E T H :**

**WHEREAS**, the County acquired the portion of what is now commonly known as the “S & S Greenway” from the Statesboro Telephone Company by deed dated October 18, 1977, and recorded in Deed Book 382, pages 683-4, Bulloch County, Georgia, Records, which portion of the S & S Greenway conveyed to Bulloch County began at the intersection of said right-of-way and Gentilly Road in the City of Statesboro, and extends in a general easterly or southeasterly direction until it reaches the Town of Brooklet, the legal description for the County’s portion of said right-of-way being described in said deed as follows:

All those certain strips in and to the following parcels of land, lying and being in the 1209<sup>th</sup> and 1523<sup>rd</sup> G. M. Districts of Bulloch County, Georgia, previously held by the Savannah and Statesboro Railway Company and commonly known as its right-of-way, beginning at the point of intersection of said right-of-way and Gentilly Road in the City of Statesboro and extending in a general easterly or southeasterly direction in a continuous line until it reaches the Town of Brooklet, each of said parcels of land having the length, width, shape and location shown on the Right-of-way and Track Map made by the Engineer of the Savannah and Statesboro Railway Company dated June 30, 1918 in possession of



said Statesboro Telephone Company, which is hereby referred to; same being the portion of the right-of-way conveyed to Statesboro Telephone Company by Statesboro Terminal Company by deed dated October 31, 1933, and recorded in Book 102, page 390 in the Office of the Clerk of Bulloch Superior Court.

and

**WHEREAS**, the City of Brooklet acquired the portion of said right-of-way located within the city limits of Brooklet, Georgia as of the date of the deed, by deed from the Statesboro Telephone Company, a/k/a Frontier Communications of Georgia, Inc., dated September 7, 1999, and recorded in Deed Book 1039, pages 137-8, Bulloch County, Georgia Records, the legal description of the portion of the S & S Greenway deeded to Brooklet being described as follows:

All those certain strips in and to the following parcels of land, lying and being in the 1209<sup>th</sup> G. M. District of Bulloch County, Georgia and within the city limits of Brooklet, Georgia previously held by the Savannah and Statesboro Railway Company and commonly known as its right-of-way, beginning at the point of intersection of said right-of-way and Gentilly Road in the City of Statesboro and extending in a general easterly or southeasterly direction in a continuous line through the city limits of the City of Brooklet, each of said parcels of land having the length, width, shape and location shown on the Right-of-way and Track Map made by the Engineer of the Savannah and Statesboro Railway Company dated June 30, 1918, in possession of said Statesboro Telephone Company, which is hereby referred to; same being the portion of the right-of-way conveyed to Statesboro Telephone Company by Statesboro Terminal Company by deed dated October 31, 1933 and recorded in Book 102, page 390 in the office of the Clerk of Bulloch Superior Court.

This conveyance herein is only that portion of right-of-way within the city limits of Brooklet, Georgia.

and

**WHEREAS**, the City of Brooklet has entered into an Intergovernmental Agreement with the City of Statesboro, dated the 24<sup>th</sup> day of July, 2023, which will enable the



City of Brooklet to utilize the wastewater treatment plant of the City of Statesboro pursuant to the terms and provisions of said Intergovernmental Agreement to significantly expand the City of Brooklet's sewer system; and

**WHEREAS**, the County has agreed to grant an easement to the City along that portion of the greenway right-of-way that begins at the western city limits of the City, as such limits existed as of October 18, 1977, the date of the deed into Bulloch County, and extending to the lift station located on Bulloch County Tax Parcel 107 000005 005, a 0.10 acre parcel, which parcel is depicted on a plat of survey by James M. Anderson, Surveyor, dated October 18, 2013, and recorded in Plat Book 65, page 356, Bulloch County Records, and which parcel is located west of the Five Points Roundabout formed by the intersection of Burkhalter Road and Pretoria Rushing Road (and actually now only has four points, but is still commonly referred to as the Five Points Roundabout); and

**WHEREAS**, said easement shall consist of four (4) continuous segments, with the first segment from the Brooklet City Limits to the Five Points Roundabout having a uniform width of 15 feet, and shall be located on the Southwestern-most side of the S & S Greenway right-of-way; the second segment having a uniform width of 15 feet passing through the Five Points Roundabout; the third segment having a uniform width of 45 feet between the Five Points Roundabout and the Lift Station Lot on which is located a lift station owned by the City of Statesboro, which third segment shall be located on the Northeastern-most side of the S & S Greenway right-of-way; and the final fourth segment to cross over the S & S Greenway right-of-way to connect to the Lift Station Lot, having a uniform width of 60 feet; and

**WHEREAS**, by accepting this easement, the City agrees to place the sewer pipe as close as reasonably practicable considering conditions on the ground, within 5 feet of the



Southwestern-most right-of-way boundary of the said S & S Greenway right-of-way between the Brooklet City Limits and the Five Points Roundabout, and as close as reasonably practicable considering conditions on the ground, within 5 feet of the Northeastern-most right-of-way boundary of the said S & S Greenway right-of-way between the Five Points Roundabout and the lift station hereinabove described.

**NOW THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County does hereby grant unto the City, the right and privilege to go in, upon, along, and over the rights-of-way of the County's portion of the S & S Greenway, upon the terms and conditions set forth herein, which easement area is more specifically described as follows:

**EASEMENT SEGMENT ONE [Brooklet to Five Points]:**

An easement having a uniform width of 15' along the Southwestern-most portion of the right-of-way that was deeded to the County by the Statesboro Telephone Company by deed to right-of-way dated October 18, 1977, and recorded in Deed Book 382, pages 683-4, Bulloch County, Georgia Records, which 15' easement shall commence at the western city limits of the City of Brooklet as they existed as of the date of said deed, October 18, 1977, and from said point of beginning proceeding thence in a general westerly direction until this segment of the easement terminates at the Five Points Roundabout (formed by the intersection of Burkhalter Road and Pretoria Rushing Road.

**PROVIDED HOWEVER**, the City, by acceptance of this easement, agrees to place the sewer pipe to the extent reasonably practicable based upon conditions of the ground within 5' of the southwestern-most boundary line of this Easement Segment One herein conveyed.

**EASEMENT SEGMENT TWO [Through Five Points]:**

A continuing easement having a continued uniform width of 15 feet beginning at the point where EASEMENT SEGMENT ONE first enters the Five Points Roundabout owned by Bulloch County at the southeastern portion of said Roundabout, and proceeding



thence from said point through the Five Points Roundabout (and to the extent needed, any applicable right-of-way of Pretoria Rushing Road) for a sufficient distance and in such manner to exit the Five Points Roundabout (and to the extent needed, any applicable right-of-way of Pretoria Rushing Road) to thereafter proceed as EASEMENT SEGMENT THREE described below along the northeastern-most portion of the S & S Greenway right-of-way. [It is the purpose and intent of the parties that EASEMENT SEGMENT TWO provide a reasonable connection in as straight a line as possible given conditions on the ground between EASEMENT SEGMENT ONE and EASEMENT SEGMENT THREE within the right-of-way of the 5 Points Roundabout (and to the extent needed, any applicable right-of-way of Pretoria Rushing Road)].

**EASEMENT SEGMENT THREE (Five Points to Across from Lift Station Parcel):**

A continuing easement having a uniform width of 45 feet, beginning at the point where EASEMENT SEGMENT TWO exits the Five Points Roundabout (and to the extent needed, any applicable right-of-way of Pretoria Rushing Road), to proceed thence from said point along the northeastern-most portion of the S&S Greenway right-of-way for a sufficient distance such that EASEMENT SEGMENT THREE terminates at EASEMENT SEGMENT THREE TERMINATION POINT located northeast of the Lift Station Parcel located on Bulloch County Tax Parcel 107 000005 005, said parcel being designated as Parcel 1, Lift Station Parcel, on a plat of survey for the City of Statesboro prepared by James M Anderson, surveyor, dated October 18, 2013, and recorded in Plat Book 65, page 356, Bulloch County Georgia Records, which EASEMENT SEGMENT THREE TERMINATION POINT is more specifically described as follows: for a point of beginning, commence at the northeastern corner of the Lift Station Parcel depicted on a plat of survey by James M. Anderson, surveyor, dated October 18, 2013, and recorded in Plat Book 65, page 356, Bulloch County Georgia Records, and proceed thence across what is denominated on said plat as the S & S Railroad Bed Road-100 foot R/W (a.k.a., the S & S Greenway) North 33° 02' 19"East for a sufficient distance (100 feet, more or less) to intersect with the northeastern boundary of the S & S Greenway, which line thereby formed shall constitute the EASEMENT SEGMENT THREE TERMINATION POINT.

**PROVIDED HOWEVER**, the City, by acceptance of this easement, agrees to place the sewer pipe to the extent reasonably



practicable based upon conditions of the ground within 5' of the northeastern-most boundary line of this Easement Segment Three herein conveyed.

**EASEMENT SEGMENT FOUR [Across S & S Greenway to Lift Station]:**

A continuing easement being 60 feet in width, more or less, being rectangular in shape, with the Northwestern boundary of EASEMENT SEGMENT FOUR being a continuation of the northwestern boundary of the Lift Station Parcel traversing the S & S Railroad Bed Road (a.k.a., the S & S Greenway) for a sufficient distance to intersect with the northeastern boundary of the S & S Railroad Bed Road (a.k.a., the S & S Greenway), 100 feet, more or less; the Southeastern boundary of EASEMENT SEGMENT FOUR being a continuation of the southeastern boundary of the Lift Station Parcel across the S & S Railroad Bed Road (a.k.a., the S & S Greenway) for a sufficient distance to intersect with the northeastern boundary of the S & S Railroad Bed Road (a.k.a., the S & S Greenway), 100 feet, more or less; the Northeastern boundary of EASEMENT SEGMENT FOUR being the northeastern boundary of the S & S Railroad Bed Road (a.k.a., the S & S Greenway); and the Southwestern boundary of EASEMENT SEGMENT FOUR being the northeastern boundary of the Lift Station Parcel, the said Lift Station Parcel hereinabove referred to being designated as Parcel 1, Lift Station Parcel, on a plat of survey by James M. Anderson, Surveyor dated October 18, 2013, and recorded in Plat Book 65, page 356, Bulloch County Georgia Records, said plat being expressly incorporated herein and made a part hereof as an aid to the description of EASEMENT SEGMENT FOUR. [It is the purpose and intent of the parties that EASEMENT SEGMENT FOUR provide access from EASEMENT SEGMENT THREE across the S & S Greenway right-of-way to the Lift Station Parcel such that the sewer line can be placed within the 60 foot width at the most reasonably practicable location, given conditions on the ground, to connect to the lift station located on the Lift Station Parcel].

Express reference is made to the Right-of-way Track Map made by the Engineer of the Savannah and Statesboro Railway Company, dated June 30, 1918, which is on file in both the Office of the Bulloch County Board of Commissioners and with the City Clerk of the City of Brooklet, which map is by reference expressly incorporated herein and made a part hereof as an aid to the description of said easement. Additionally, express reference is made to a location survey for the S & S Greenway, Bulloch



County, Georgia, prepared by EMC Engineering Services, Inc. dated June/July, 2012, depicting a portion of the S & S Greenway right-of-way, which location survey is on file in both the Office of the Bulloch County Board of Commissioners and with the City Clerk of the City of Brooklet, said location survey being expressly incorporated herein and made a part hereof as an additional aid to the description of said easement.

The rights and privileges granted herein are granted specifically for the following purposes: to construct, reconstruct, relocate, renovate, remove, repair, operate and maintain on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands, a sewer line or lines, together with appurtenances related to Brooklet's sewer system, including construct valves, cleanouts, a metering station and manholes; to cut, trim, eradicate and control the growth, by chemical means, machinery or otherwise, of trees, shrubbery, roots and the like, which may interfere with or threaten to endanger the operation and maintenance of the sewer line and related facilities (including the control of growth or other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed).

The County agrees that all pipes and related items installed on or below the above described lands at the City's expense shall remain the property of the City, removable at its option upon termination of service to or on said lands.

The undersigned Grantor covenants and agrees that no barrier of trees, shrubs, or the like, and no structure or building shall be placed over underground pipes and related facilities without the express written consent of the City, except as may already be in place, such as, for example, highway or road pavement, provided, however, that the City may not restrict the County in the reasonable use of its right-of-way including, but not limited to, the paving or repaving of its roads.



The City shall have the responsibility for maintenance of its right-of-way.

The County reserves the right to use its right-of-way in any fashion that does not interfere with the easement granted herein, including, but not limited to, routine and emergency road repair and maintenance, collocation of other facilities and the like.

To the extent the County incurs additional expense to maintain, repair or improve its road system as a direct result of the location within its right-of-way of the City's sewer line and related facilities, the City shall bear that additional expense as a cost of maintaining its sewer line and related facilities.

This easement includes such additional rights of use and occupancy as shall be necessary for the use, maintenance and operation of the City's system on said right-of-way.

The County covenants that the County owns the land over which this easement is granted, and that the undersigned have authority to make this conveyance on behalf of Bulloch County, Georgia, and its Board of Commissioners, and that there are no liens or encumbrances which might limit, restrict or otherwise interfere with Grantor's right to grant the easement except for the reservation by the Statesboro Telephone Company, its successors and assigns, the perpetual right, privilege and authority to construct, maintain, use and operate its telephone and telegraph lines and facilities both under and above ground, with all necessary poles, wires, fixtures, brace poles, guide wires, anchors and cables, over and upon the lands conveyed to the County, and to permit the attachment to said poles, cables or fixtures of the wires of any other company or person for any use desired, and to keep said poles and wires clear of trees and bushes and to do and perform any and all acts necessary to such construction, maintenance, use and operation, as set forth in the above-referenced deed from Statesboro Telephone Company to the County.

IN WITNESS WHEREOF, we have set hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2023.

BULLOCH COUNTY, GEORGIA

BY: \_\_\_\_\_ (SEAL)  
Roy Thompson, Chairman

ATTEST: \_\_\_\_\_ (SEAL)  
Venue Mincey-White, Clerk

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**INDEMNIFICATION PROVISION**

The City agrees to indemnify and hold harmless the County from and against any and all liabilities, claims, damages, and costs of whatever nature in any way arising from the City's installation and maintenance of its sewer lines pursuant to the easement granted herein, including, but not limited to, the cost of any wetlands mitigation or other environmental impacts.

ACCEPTED BY THE CITY OF BROOKLET  
ON THE TERMS AND CONDITIONS STATED  
HEREINABOVE

BY: \_\_\_\_\_ (SEAL)  
Joe Grooms, III, Mayor, City of Brooklet

ATTEST: \_\_\_\_\_ (SEAL)  
Lori Phillips, Clerk, City of Brooklet



## WELLHEAD PROTECTION ORDINANCE

EXAMPLE  
# 1

BE IT ORDAINED by the Mayor and Council of the City of **Fairfax, Red Bluff** County Georgia, in Council duly assembled and it is hereby ordained by the authority of the same that the following Ordinance known as the Wellhead Protection Ordinance is adopted and made a part of the Code of Ordinances of the City of **Fairfax**, to wit:

### Section 1. Short Title and Purpose.

- (a) This Ordinance shall be known as the "Wellhead Protection Ordinance."
- (b) The purpose of the Ordinance is to insure the provision of a safe and sanitary drinking water supply for the City by the establishment of wellhead protection zones surrounding the wellheads for all wells which are the supply sources for the City water system and by the designation and regulation of property uses and conditions which may be maintained within such zones.

Section 2. Definitions. When used in this Ordinance, the following words and phrases shall have the meanings given in this section:

- (a) Hazardous waste or material – any waste or material which because of its quantity, concentration or physical, chemical, or infectious characteristics may:
  - (1) Cause or significantly contribute to an increase in mortality or an increase in the serious irreversible or reversible illness of incapacitation.
  - (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported disposed of or otherwise managed.
- (b) Sanitary landfill – A disposal site where solid wastes, including putrescible wastes, or hazardous wastes, are disposed of on land by placing earth cover thereon.
- (c) Wellhead – The upper terminal of a well, including adapters, ports, seals, valves, and other attachments.



EXAMPLE

Section 3. Establishment of Wellhead Protection Zone. There is hereby established a use district known as a Wellhead Protection Zone, identified, and described as all the area within a circle the center of which is the center of any City water supply wellhead and the radius of which is **250 feet for Well #101 (Ocala St.)** and **1000 feet for well #102 (Kilpatrick Cir.)**.

Section 4. Permitted uses. The following uses shall be permitted within Wellhead Protection Zones:

- (a) Any use permitted within existing agricultural or single family residential districts, except that the minimum residential lot size for a lot any portion of which lies within the Wellhead Protection Zone shall not be less than one acre; and
- (b) Any other open land use where any building located on the property is incidental and accessory to the primary open land use.

Section 5. Prohibited uses. The following uses or conditions shall be and are hereby prohibited within Wellhead Protection Zones, whether or not such use or condition may otherwise be ordinarily included as a part of a use permitted under Section 4. Of this Ordinance:

- (a) Surface use or storage of hazardous material, expressly including commercial use of agricultural pesticides or herbicides;
- (b) Septic tanks or drain fields appurtenant thereto;
- (c) Impervious surfaces other than roofs of buildings, streets, driveways, walkways serving buildings permitted under Section 4. Of the Ordinance;
- (d) Sanitary landfills;
- (e) Hazardous waste disposal sites;
- (f) Storm water infiltration basins;
- (g) Underground storage tanks;
- (h) Sanitary sewer lines within 150 feet of a wellhead.

Section 6. Administration. The policies and procedures for administration of any Wellhead Protection Zone established under this Ordinance, including without limitation those applicable to non-conforming uses, exceptions, enforcement and penalties, shall be the same as provided in the existing zoning ordinance for the City of **Fairfax**, as the same is presently enacted of may from time to time be amended.

EXAMPLE

This Ordinance shall be effective as of June (month) 3 (day) 2024 (year). All ordinances and parts of ordinances in conflict herewith shall be and the same are hereby repealed.

ENACTED AND ADOPTED THIS 18 DAY OF May, 2024.

Bill DeShea

MAYOR

Attest: Terri Chappman

City Clerk

(CITY SEAL)



EXAMPLE  
#2

WELLHEAD PROTECTION ORDINANCE

BE IT ORDAINED by the Mayor and Council of the City of \_\_\_\_\_, \_\_\_\_\_ County, in Council duly assembled and it is hereby ordained by the authority of the same that the following Ordinance known as the Wellhead Protection Ordinance is adopted and made a part of the Code of Ordinances of the City of \_\_\_\_\_, to wit:

**Section 1. Short title and purpose.**

- (a) This Ordinance shall be known as the "Wellhead Protection Ordinance."
- (b) The purpose of this Ordinance is to insure the provision of a safe and sanitary drinking water supply for the City by the establishment of wellhead protection zones surrounding the wellheads/springs for all wells/springs which are the supply sources for the City water system and by the designation and regulation of property uses and conditions which may be maintained within such zones.

**Section 2. Definitions.** When used in this Ordinance, the following words and phrases shall have the meanings given in this Section:

- (a) **Hazardous waste or material-** any waste or material which because of its quantity, concentration or physical, chemical or infectious characteristics may:
  - (1) Cause or significantly contribute to an increase in mortality or an increase in the serious irreversible or incapacitation reversible illness;
  - (2) Pose a substantial present or potential hazard to human health or to the environment when improperly treated, stored, transported, disposed of or otherwise managed.
- (b) **Sanitary landfill-** A disposal site where solid wastes, including putrescible wastes, or hazardous wastes, is disposed of on land by placing earth cover thereon.
- (c) **Wellhead-** The upper terminal of a well, including adapters, ports, seals, valves and other attachments.

Section 3. Establishment of Wellhead Protection Zone. There is hereby established a use district known as a Wellhead Protection Zone, identified and described as all the area within a circle the center of which is the center of any city water supply wellhead and the radius of which is \_\_\_\_\_ feet.

Section 4. Permitted uses. The following uses shall be permitted within Wellhead Protection Zones:

- (a) Any use permitted within existing agricultural or single family residential districts, except that the minimum residential lot size for a lot any portion of which lies within the Wellhead Protection Zone shall not be less than one acre; and
- (b) Any other open land use where any building located on the property is incidental and accessory to the primary open land use.

Section 5. Prohibited uses. The following uses or conditions shall be and are hereby prohibited within Wellhead Protection Zones, whether or not such use or condition may otherwise be ordinarily included as a part of a use permitted under Section 4. of this Ordinance:

- (a) Surface use or storage of hazardous material, expressly including commercial use of agricultural pesticides;
- (b) Septic tanks or drain fields appurtenant thereto;
- (c) Impervious surfaces other than roofs of buildings and street, and driveways and walks serving buildings permitted under Section 4. of the Ordinance;
- (d) Sanitary landfills;
- (e) Hazardous waste disposal sites;
- (f) Storm water infiltration basins;
- (g) Underground storage tanks;
- (h) Sanitary sewer lines within 150 feet of a wellhead.

Section 6. Administration. The policies and procedures for administration of any Wellhead Protection Zone established under this Ordinance, including without limitation those applicable to non-conforming uses, exceptions, enforcement and penalties, shall be the same as provided in the existing zoning ordinance for the City of \_\_\_\_\_, as the same is presently enacted or may from time to time be amended.



This Ordinance shall be effective as of \_\_\_\_\_ (month) \_\_\_\_\_ (day),  
\_\_\_\_\_ (year). All ordinances and parts of ordinances in conflict herewith shall be  
and the same are hereby repealed.

ENACTED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_

Mayor

Attest: \_\_\_\_\_  
City Clerk

(CITY SEAL)



1