

Requested Meeting Date: **6/22/2017****REQUESTED ACTION**

The Board of Public Education has requested a water and sewer agreement for Spencer Elementary Replacement School

RATIONALE *(describe explain why action is necessary):*

**New development extended water/sewer lines in which the City of Savannah will maintain**

OBJECTIVE/OUTCOME *(explain what this action accomplishes):*

**The maintenance and operation of the water/sewer lines extended will be maintained by the City of Savannah.**

STRATEGIC OR ORGANIZATIONAL ALIGNMENT *(identify Council priority):* Choose an item.**SUMMARY EXPLANATION/BACKGROUND**

The first sentence includes the Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item. Please include the reason for not selecting low bidder, if applicable.

**Recommend approval. The agreement has been reviewed and approved by the City Attorney for legal format.**

**FISCAL IMPACT/COST SUMMARY**

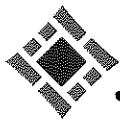
Include project cost, approved budget amount, account number and grant, if applicable, source of funds and any future funding requirements.

n/a

**EXHIBITS**

**Water and Sewer Exhibit attached that outlines the area to be extended.**

**STAFF CONTACT: Annette Williams or Abe Ghazi**



CITY OF  
*savannah*  
WATER RESOURCES BUREAU  
*Planning & Engineering*

# Memo

**To:** Mayor and Aldermen

**From:** Rob Hernandez, City Manager

**Date:** June 1, 2017

**Re:** Water and Sewer Agreement – Spencer Elementary Replacement School

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The Board of Public Education for the City of Savannah and the County of Chatham has requested a water and sewer agreement for Spencer Elementary Replacement School. The water and sewer systems have adequate capacity to serve this development off Wheaton Street. The agreement is consistent with policy directives given by the Mayor and Aldermen and has been reviewed and approved by the City Attorney for legal format. Recommend approval.

SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS The Board of Public Education for the City of Savannah and the County of Chatham, hereinafter referred to as the DEVELOPER, the developer of the new Spencer Elementary Replacement School, located within the **PRESIDENT STREET SERVICE AREA**, as shown on the attached drawing entitled Water and Sewer Plan – Spencer Elementary Replacement School, prepared by EMC Engineering Services, Inc., and dated April 13, 2017, Scale 1" = 400', desires certain commitments from the City of Savannah, hereinafter referred to as the City, in regard to extending and making additions to existing water and sanitary sewer systems, or in regard to the construction of water distribution and sanitary sewer collection and disposal systems to serve said development, and;

WHEREAS, the engineering design for said water and sanitary sewer systems has been, or will be, accomplished by competent professional engineers registered in the State of Georgia, and bids for the construction of said systems has been or will be requested;

IT IS AGREED between the parties hereto that the City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of the said water and sanitary sewer systems. The Developer shall be responsible to provide resident inspection during construction and to ensure the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangement 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 City's specifications and standards. 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 cost 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.

IT IS FURTHER AGREED that this agreement shall contain the following special conditions/requirements:

**Any development which requires sanitary sewer main extension and/or involve storm sewer conduits will require televising by the City of Savannah televising crew. In accordance with the City of Savannah Televising Procedure Manual, the charge will be \$.85 per linear foot. This fee will be paid to the City of Savannah in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance.**

**In accordance with the executed Agreement dated December 5, 2007, between the Mayor and Aldermen of the City of Savannah, Georgia and the Board of Public Education for the City of Savannah and the County of Chatham, the City agrees that for the term of the Tax Allocation District (TAD) Agreement, it will not impose, charge or otherwise attempt to collect any fees, impact fees, or impact charges for the attachment to or use of water or sewer systems associated with road or access improvements from the School District related to construction or development of school facilities within the City. The City further agrees to permit the School District to connect to the City-owned water and sewer system free of any impact fee or similar one-time connection charge.**

IT IS FURTHER AGREED that the Developer shall render the City harmless for any claims and damages due to the work associated with the tie-in to existing sanitary sewers.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities including all water and sewage fees fully paid for by the Developer, except the sewage treatment facility and the water supply facilities, and provision of two copies of "as-builts" drawings on Chronoflex mylar, the City will, subject to approval of the City Manager, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements and rights-of-way. This acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems serving the

said project and also all easements and/or rights-of-way required for the purpose of maintenance thereof.

IT IS FURTHER AGREED that the Developer will provide to the City a recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by the City. This document shall be provided prior to construction. Should installation deviate from the original recordable plat, the Developer will provide to the City a revised recordable plat showing all utilities in public easements and rights-of-way. Should the Developer fail to provide the revised plat the City will not release the project nor will a Certificate of Occupancy or water meter be issued.

IT IS FURTHER AGREED that as development proceeds under the terms of this agreement, and prior to occupancy, there shall be a separate water meter installed and a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection, or as provided in the Revenue Ordinance.

IT IS FURTHER AGREED that this agreement between the City and the Developer may not be transferred or assigned in whole or in part without prior approval of the City being endorsed thereon, and that any violation of this limitation shall terminate the City's obligation and forfeit the Developer's rights thereunder.

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IT IS FURTHER AGREED that all provisions of law now or thereafter in effect relating to water and sewer service by the City of Savannah shall be applicable to this agreement.

IT IS FURTHER AGREED that this agreement shall finally terminate five (5) years after date of execution, after which the City shall not be liable for any further obligation thereunder. On this basis, this agreement shall expire \_\_\_\_\_2\_\_\_\_\_.

IN WITNESS WHEREOF, the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer its seal, affixed, this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

THE MAYOR AND ALDERMEN  
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

BY:

\_\_\_\_\_  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
NOTARY PUBLIC  
Chatham County, Georgia

\_\_\_\_\_  
CLERK OF COUNCIL

(SEAL)

EXECUTED IN THE PRESENCE OF:

Board of Public Education

Amelle Ledger  
WITNESS

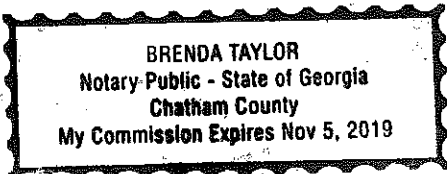
BY:

Arlene Byrns  
Board President

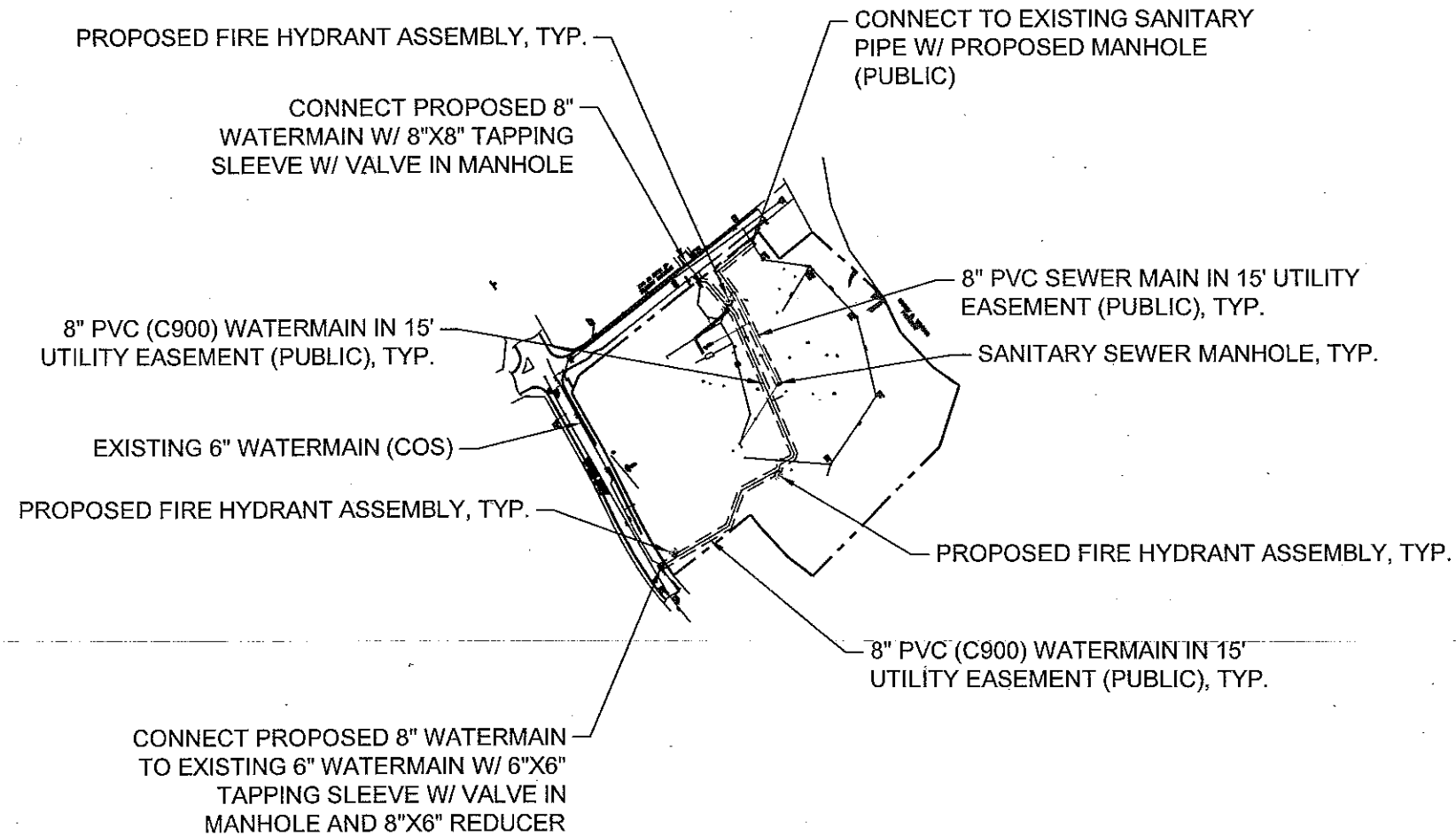
[Signature]  
NOTARY PUBLIC

ATTEST:

Mary Dunham  
Board Secretary  
(SEAL, If Incorporated)



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 Fax: (912) 233-4580  
 savannah@emc-eng.com  
 www.emc-eng.com

ALBANY, ATLANTA, AUGUSTA, BRUNSWICK,  
 COLUMBUS, STATESBORO, AND VALDOSTA

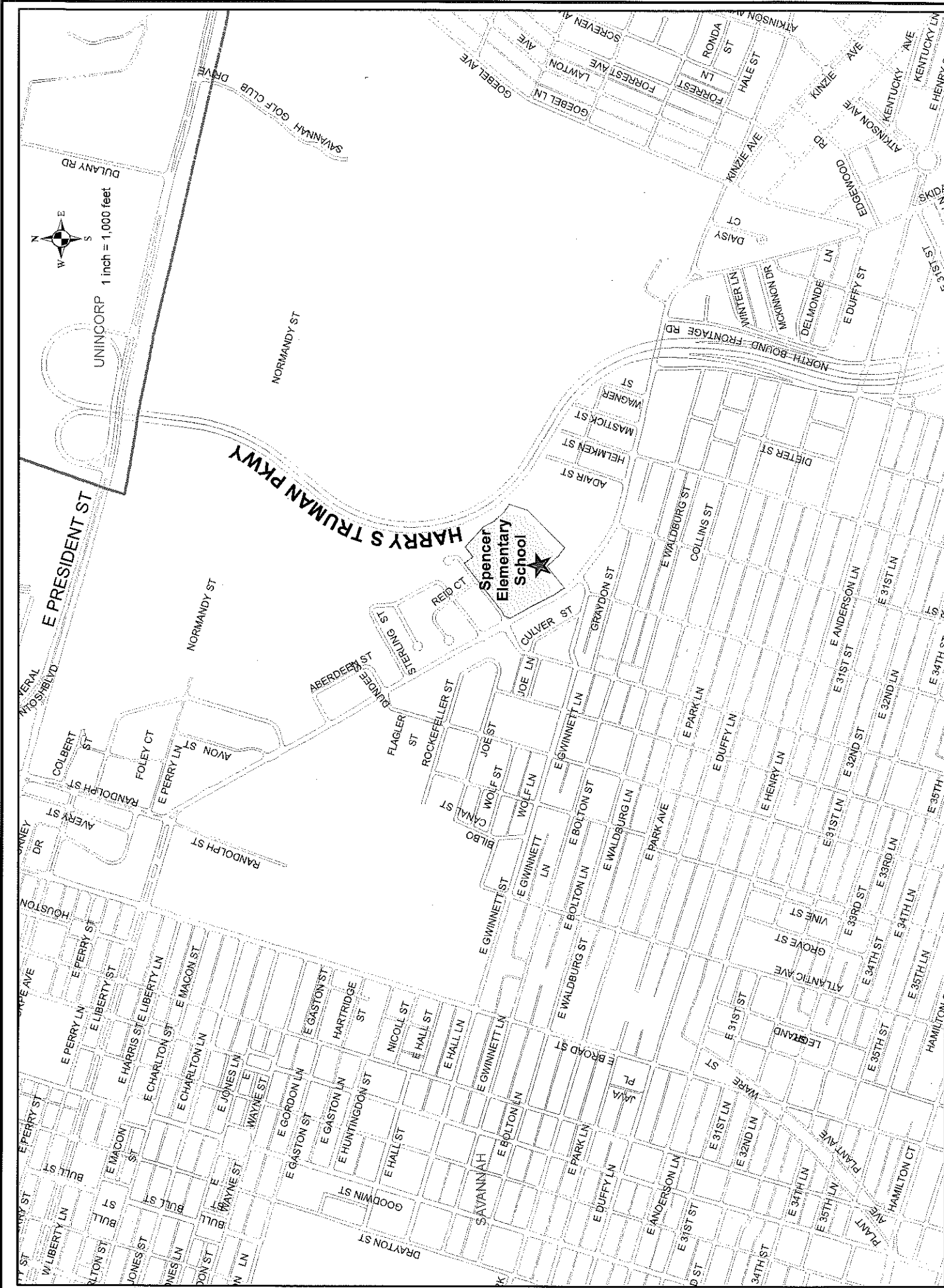
**WATER & SEWER PLAN**  
 SPENCER ELEMENTARY REPLACEMENT SCHOOL  
 100 BOUHAN AVENUE  
 SAVANNAH, GEORGIA 31401  
 Prepared for:  
 CITY OF SAVANNAH WATER & SEWER PLANNING & ENGINEERING



400' 200' 0' 400'  
 GRAPHIC SCALE: 1" = 400'

PROJECT NO.: 15-0088  
 DRAWN BY: CFM  
 DESIGNED BY: ABM  
 SURVEYED BY: -  
 SURVEY DATE: -  
 CHECKED BY: ABM  
 SCALE: 1" = 400'  
 DATE: 4-13-17

SHEET  
**1**  
 OF 1



The City of Savannah certifies that the information shown on this drawing represents the existing site conditions. The information shown on this drawing shall not be used without field verification.



# Spencer Elementary School - Location Map