



Agenda Item Summary

Requested Meeting Date: **10/12/2017**

REQUESTED ACTION

Herman & Kittle Properties, Inc. has requested a water and sewer agreement for Woodlands At Montgomery

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):* **Health and Environment**

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: Abe Ghazi

Memo

To: Mayor and Aldermen
From: Rob Hernandez, City Manager
Date: July 24, 2017
Re: Water and Sewer Agreement – Woodlands At Montgomery

Herman & Kittle Properties, Inc. has requested a water and sewer agreement for Woodlands At Montgomery. The water and sewer systems have adequate capacity to serve this 178.37 equivalent residential unit development on West Montgomery Crossroads near Abercorn Frontage Road. 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, HERMAN & KITTLE PROPERTIES, INC. hereinafter referred to as the Developer, the developer of WOODLANDS AT MONTGOMERY located in the WILSHIRE SERVICE AREA at 227 W. MONTGOMERY CROSS ROAD, consisting of 178.37 equivalent residential units as shown on the attached drawing entitled WATER AND SEWER AGREEMENT EXHIBIT prepared by EMC ENGINEERING SERVICES, INC. and dated JULY 2017, Scale 1" = 200', 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 \$1.25 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.

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-on to existing sanitary sewers.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities including water and sewage fees fully paid for by the Developer, except the sewer treatment facility and the water supply facilities, and the provision of two copies of "as built" drawings on Chronoflex mylar, the City will, subject to approval of the City Manager, accept title hereto and assume responsibility for maintenance and operation of those portions located within public easements or 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 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 will be a sanitary sewer tap-in fee paid to the City for each residential or equivalent residential unit, and there shall be a separate water meter installed and a water tap-in fee 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 the Developer shall pay to the City a proportionate share of the capital cost for expanding the wastewater treatment and/or transport facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division. The cost per residential or equivalent residential unit shall be \$1,080 for water and \$1,080 for sewer, or as provided for in the Revenue Ordinance, whichever is greater. These additional connection fees will be paid by the Developer to the City Treasurer as each customer connects to the sewage system and shall be in addition to the sewer tap-in fee. Water meters will not be installed until all fees, including the additional connection fees, are paid.

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.

IT IS FURTHER AGREED that all provision 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 _____, _____.

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 _____, _____.

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

WITNESS

BY: _____
CITY MANAGER

NOTARY PUBLIC
Chatham County, Georgia

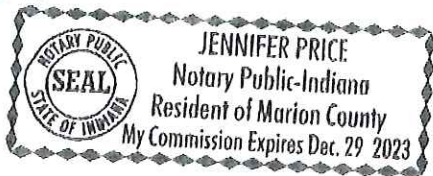
ATTEST: _____
CLERK OF COUNCIL

(SEAL)

EXECUTED IN THE PRESENCE OF:

Nicole R. Perry
Witness

Jennifer Price
Notary Public



HERMAN & KITTLE PROPERTIES,
INC.

By: [Signature]
Jeffrey L. Kittle, President

Attest: [Signature]
David D. Thompson, Executive Vice
President

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

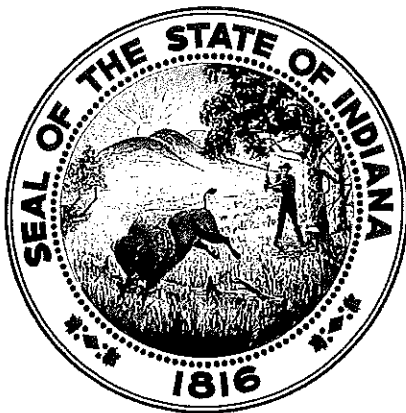
I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

HERMAN & KITTLE PROPERTIES, INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on October 30, 2001, and was in existence or authorized to transact business in the State of Indiana on August 23, 2017.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 23, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

2001103100020 / 2017388544

Verify this certificate: <https://bsd.sos.in.gov/ValidateCertificate>

WATER & SEWER AGREEMENT EXHIBIT

WOODLANDS @ MONTGOMERY
277 WEST MONTGOMERY CROSS ROAD
SAVANNAH, CHATHAM COUNTY, GA

WOODLANDS AT MONTGOMERY, LLC.

Prepared for:



200' 100' 0' 200'

GRAPHIC SCALE: 1" = 200'

PROJECT NO.: 16-0065

DRAWN BY: _____ CPR

DESIGNED BY: CFR ABM

SURVEYED BY: MC

SURVEY DATE: NOV 2016

CHECKED BY: ARM NOV. 2016

SCALE: 1" = 200'

DATE: JULY 2017

SHEET

FO

