

STATE OF GEORGIA

SAVANNAH, CHATHAM COUNTY, GEORGIA

**AMENDMENT NO. 2 TO
WATER AND SEWER AGREEMENT
FOR SAVANNAH ECONOMIC
DEVELOPMENT AUTHORITY**

THIS AGREEMENT AMENDMENT made and entered into this ____ day of _____, 2024, between the **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation and existing under the laws of the State of Georgia, (hereinafter referred to as the “City”) and the **SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY**, (hereinafter referred to as “SEDA”):

WHEREAS, the City and SEDA entered into a Water and Sewer Agreement for the development of a certain property along Old River Road in Savannah, Georgia, consisting of approximately 631.5 acres of land, hereinafter referred to as the “Savannah Chatham Manufacturing Center” or “SCMC”, dated June 21, 2018, (the “Water and Sewer Agreement”), which provides for the construction of certain extensions to the City’s water and sewer system and upon completion thereof, after the fulfillment of certain conditions, the City will take over ownership and operation of said water and sewer system extensions, and

WHEREAS, the City and SEDA Amended the Water and Sewer Agreement , dated December 5, 2019, (the “Amendment #1”), which provided a modification to the reimbursable expenses and fee credits for the water and sewer infrastructure at the SCMC. Exhibit 2, attached to and made part of this Amendment, and

WHEREAS, the Water and Sewer Agreement contemplated certain regional water and sewer improvements that would be constructed in three (3) phases, timed with development needs and water/sewer demands of the area, and SEDA would construct the Phase 1 infrastructure,

which consists of improvements within SEDA's property, (hereinafter referred to as the "On-Site Improvements"). Phases 2 and 3 water and sewer infrastructure and extensions will consist of proposed regional improvements to serve the larger development area, (hereinafter be referred to as the "Off-Site Improvements"). Exhibit 1, attached to and made part of this Amendment, depicts the proposed water and sewer infrastructure and phasing described herein, and

WHEREAS, SEDA is completing a 660,000 gallon elevated storage tank that will be conveyed to the City at a cost of over \$5,000,000 and the associated property to provide additional storage capacity on the west side of the City's service area, and

WHEREAS, the Water & Sewer Agreement provides that the City shall reimburse SEDA for the construction of Phase 1 On-Site water and sewer infrastructure with capacity in excess of that necessary for the SCMC in a proportionate percentage equal to 45% of the actual cost of construction, but not to exceed \$3,200,000, and that SEDA may elect to have said reimbursement made as a direct payment or set aside as credits against future Capital Cost Recovery Fees owned to the City as each customer connects to the water and sewer systems, and

WHEREAS, Phase 1 water and sewer system improvement plans are complete, and bids received resulting in an increase to the Phase 1 budget, and whereas Phase 2 Off-Site improvements are needed to provide water and sewer service to the Savannah Manufacturing Center and future development in adjoining Blich-Newton Tracts and New Hampstead, and

WHEREAS, SEDA has secured contracts with multiple companies for the SCMC that total 1,765 new job opportunities and approximately \$230,000,000 in new capital investments within the City of Savannah;

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and benefits to the parties, the City and SEDA agree as follows:

1. SEDA paid for the services of a qualified engineer to prepare the survey, design, and permitting for the Phase 1, 2, and 3 infrastructure improvements (as depicted in Exhibit 2). SEDA's Engineer prepared and provided to the City recordable plats for the proposed "Off-Site Improvements" utility easements, which will be owned and maintained by the City. The City agrees to accept all existing easements recorded and dedicated for the Phase 2 improvements. Furthermore, the City is responsible for obtaining any easements required for Phase 3 improvements, including all legal fees, land acquisition costs, and other fees that are associated with easement acquisition.
2. The City's Phase 1 On-Site water and sewer credit allowance will hereby decrease from \$4,060,000 (as defined in Amendment 1) to \$2,094,933. The City has reconciled said reimbursement for the amount of \$2,094,933 in the form of credits against Capital Cost Recovery Fees owed to the City for customers located at SCMC (i.e. PHA, DSC, Vendtech, and Seoyon E-Hwa) that are currently connected to the City's water and sewer systems.
3. The City's Phase 1 On-Site water and sewer reimbursement to SEDA shall increase from previously paid amount of \$4,010,000 (as defined in Amendment 1) to the revised amount of \$5,975,066. The City will provide said reimbursement differential amount of \$1,965,066 to SEDA upon the acceptance of all Phase 1 improvements.
4. Both parties agree that SEDA will still be responsible for the construction cost of the Phase 2 elevated water tank. The City agrees that upon completion and

acceptance of the tank construction, to take over ownership and operation of said elevated water tank. SEDA has provided a site within the SCMC for the elevated tank and will convey said site to the City at a value of over \$5,000,000.

5. The total estimated City share in the construction of the proposed regional water and sewer improvements described herein is \$9,510,000, as presented in Exhibit 2. City agrees that upon completion and acceptance of the individual portions of the proposed Phase 1, 2, and 3 water and sewer improvements, that the City will be responsible for the ownership, operation, and maintenance, including flushing required to maintain suitable water quality, of said water and sewer improvements.
6. The advertisement, bid, and construction of anticipated future Phase 3 "Off-Site Improvements" will be conducted by the City. SEDA agrees to allow the terms and conditions of contracted construction engineering services for Phase 3 "Off-site Improvements" by SEDA's Engineer to be transferred to the City, at the City's discretion. Both parties agree that the timing of Phase 3 construction will coincide with actual development needs and will occur in the future as regional demands warrant further water and sewer system improvements.
7. Paragraph 2 of the Water and Sewer Agreement is hereby amended and further revised to declare that the total anticipated total number of Equivalent Residential Units (ERUs) for SCMC are 855 and not 1,627 as previously noted in Amendment 1.
8. The parties mutually agree that neither party bears financial responsibility to the other for any other items related to SCMC including Thomas & Hutton's engineering fees related to the redesign of the 36-inch water transmission line or the City's incurred costs to ensure adequate fire protection pressure and flow

associated with upgrades to City Well #48 in 2024.

9. All other terms and provisions of the Water and Sewer Agreement that are not inconsistent with this Amendment shall remain unchanged and in full force and effect.

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 _____, 2019.

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

BY: _____

WITNESS

CITY MANAGER

ATTEST: _____

NOTARY PUBLIC

CLERK OF COUNCIL

Chatham County, Georgia

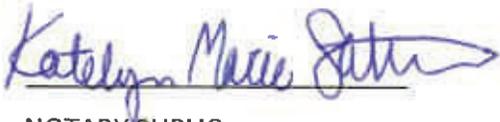
SAVANNAH ECONOMIC
DEVELOPMENT AUTHORITY

EXECUTED IN THE PRESENCE OF:



WITNESS

BY: 



NOTARY PUBLIC

ATTEST: 

Chatham County, Georgia

(SEAL, if Incorporated)

