



**SERVICE DELIVERY STRATEGY UPDATE
CERTIFICATIONS**

Instructions:

This two page 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 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

UPDATED SERVICE DELIVERY STRATEGY FOR _____ BRYAN _____ COUNTY

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

1. We have reviewed our existing Service Delivery Strategy and have determined that:
(Check only one box for question #1)

- A. Our Strategy continues to accurately reflect our preferred arrangements for providing local services throughout our county and no changes in our Strategy are needed at this time; or
- B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.

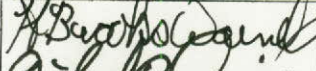


If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
 - any supporting local agreements pertaining to each of these services that has been revised/updated; and
 - an updated service area map depicting the agreed upon service area for each provider if there is more than one service provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not coincide with local political boundaries.
2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide 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 (2));
5. Our service delivery strategy continues to ensure 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));

6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C))' and;
9. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists:

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	H. Brooks Warnell	chairman	Bryan County	06/03/03
	Richard R. Davis	Mayor	Richmond Hill	06/03/03
	Judy B. Cook	Mayor	Pembroke	06/12/03

JUN 18 2003

RESOLUTION APPROVING AMENDMENT TO SERVICE DELIVERY STRATEGY

WHEREAS, Bryan County and the Cities of Pembroke and Richmond Hill desire to amend the existing service delivery strategy.

NOW, THEREFORE, be it resolved that the amendments to the Service Delivery Strategy shown on the attached "Service Delivery Strategy Update" are approved, and the Mayor of Richmond Hill is authorized to execute the same.

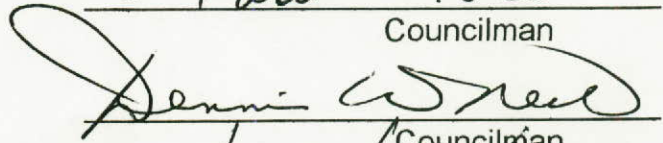
This 6 day of June, 2003.



Mayor



Councilman



Councilman



Councilman

Councilman

RESOLUTION APPROVING AMENDMENT TO SERVICE DELIVERY AGREEMENT

WHEREAS, Bryan County and the Cities of Pembroke and Richmond Hill desire to amend the existing service delivery strategy.

NOW, THEREFORE, be it resolved that the amendments to the Service Delivery Strategy shown on the attached "Service Delivery Strategy Update" are approved, and the Mayor of Pembroke is authorized to execute the same.

This 12 day of June, 2003.

MAYOR AND COUNCIL OF THE CITY OF
PEMBROKE



Mayor



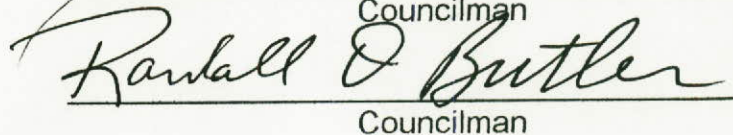
Councilman



Councilman



Councilman



Councilman

JUN 18 2003


RESOLUTION APPROVING AMENDMENT TO SERVICE DELIVERY STRATEGY

WHEREAS, Bryan County and the Cities of Pembroke and Richmond Hill desire to amend the existing service delivery strategy.

NOW, THEREFORE, be it resolved that the amendments to the Service Delivery Strategy shown on the attached "Service Delivery Strategy Update" are approved, and the Chairman is authorized to execute the same.

This 6 day of June, 2003.


H. BROOKS WARNELL, Chairman


RUFUS ED BACON, Commissioner


FERREL AL DIXON, Commissioner


BLONDEAN NEWMAN, Commissioner


JAMES TOBY ROBERTS, SR.,
Commissioner


RICK GARDNER, Commissioner



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: BRYAN Service: SEWER SERVICE

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- 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.)
 - 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.)
 - 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.)
 - 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.)
 - 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.)
2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 Yes No

If these conditions will continue under the 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.

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.).

Local Government or Authority:	Funding Method:
Bryan County	Enterprise fund
City of Richmond Hill	Enterprise Fund
City of Pembroke	Enterprise Fund
Joint Bryan County/ Pembroke Dev. Authority	General Fund, GEFA loan, enterprise fund

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

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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?

7. Person completing form: Brooks Warnell

Phone number: (912) 653-3819 Date completed: 06/03/03

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:

STATE OF GEORGIA)
)
COUNTY OF BRYAN)

**INTERGOVERNMENTAL CONTRACT FOR CAPITAL OUTLAYS
FOR WASTEWATER TREATMENT PROJECT**

This Agreement, effective the 8th day of August, 1995, by and between BRYAN COUNTY, GEORGIA, a body politic and a political subdivision of the State of Georgia ("County"), and THE MAYOR AND COUNCIL OF THE CITY OF RICHMOND HILL, a municipal corporation of the State of Georgia, ("City").

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of O.C.G.A. §48-8-110 et. seq., the County is authorized to call for a referendum for the imposition of a 1% local option special purpose sales tax ("Tax"), the Tax to be used for the purposes as outlined under the provisions of O.C.G.A. §48-8-111; and

WHEREAS, pursuant to the provisions of O.C.G.A. §48-8-111(a)(1)(D), proceeds of the Tax may be used for capital outlay projects owned by a municipality within the County, provided that the County and such municipality enter into an Intergovernmental Contract as authorized by Article IX, Section III of the Constitution of the State of Georgia; and

WHEREAS, the County intends to call for a local option special purpose sales tax referendum to be submitted to the voters of Bryan County, Georgia on September 19, 1995; and

WHEREAS, the City is constructing a wastewater treatment system ("Wastewater

Project") and a substantial portion of the capacity of the Wastewater Project will be utilized in servicing properties located outside of the corporate limits of the City; and

WHEREAS, both of the parties hereto have a vested interest in the construction of the Wastewater Project and increasing the capacity of same to accommodate future growth in those areas located inside and outside of the corporate limits of the City; and

WHEREAS, prior to August 9, 1995, the parties had entered into an agreement with respect to the Wastewater Project and now desire to evidence such agreement by execution of this document, having an effective date of August 8, 1995,

NOW THEREFORE, for the considerations recited, the parties hereto agree as follows:

1. If the Tax is not approved by the voters of the County in the referendum called for such purpose, this agreement shall not be effective and all terms of this agreement shall be null and void.

2. In 1999, a target sum of \$157,500.00 of the total net revenues received by the County from the Tax shall be allocated to the construction of the Wastewater Project, including, but not limited to, construction of plants, lines and other infrastructure. Provided, however, in the event that the total net revenues received by the County from the Tax in 1999 are less than \$1,340,000.00, the target sum referred to above shall be adjusted to be the lesser of \$157,500.00 or 11.5% of the total net revenues received by the County from the Tax in 1999.

3. In 2000, a target sum of \$700,000.00 of the total net revenues received by the County from the Tax shall be allocated to the construction of the Wastewater Project,

including, but not limited to, construction of plants, lines and other infrastructure. Provided, however, in the event that the total net revenues received by the County from the Tax in 2000 are less than \$1,460,000.00, the target sum referred to above shall be adjusted to be the lesser of \$700,000.00 or 47.94% of the total net revenues received by the County from the Tax in 2000.

4. The City will permit individuals or entities situated outside of the corporate limits of the City to connect to the City's wastewater treatment system ("Wastewater System") on the same terms and conditions that individuals or entities situated within the corporate limits of the City are allowed to connect to the Wastewater System, subject only to the following:

(a) Any individuals or entities situated outside of the corporate limits of the City that connect to the Wastewater System must pay all costs of constructing lines or other facilities necessary to connect to the Wastewater System; and

(b) The City shall have the right to charge wastewater usage rates to individuals and entities situated outside of the corporate limits of the City at levels not to exceed 150% of comparable wastewater usage rates charged by the City for wastewater usage by individuals or entities situated within the corporate limits of the City.

5. This agreement is made for the purpose of complying with statutory and constitutional law regarding the financing and operation of projects owned and operated by municipalities and for the purpose of outlining the understanding between the City and County.

6. Expenditure of funds hereunder shall be made by the County by either: (1)

direct payment for the improvements for the Wastewater Project upon presentation of proper evidence by the City to the County; or (2) Discharge of indebtedness incurred for the purposes outlined herein.

IN WITNESS WHEREOF, the parties have executed this agreement and affixed their seals, effective the day and year above written.

BOARD OF COMMISSIONERS OF
BRYAN COUNTY, GEORGIA

Thomas H. Bacon
Chairman

ATTEST:

Donna M. Waters
Clerk

MAYOR AND CITY COUNCIL OF
RICHMOND HILL, GEORGIA

Richard R. Davis
Mayor

ATTEST:

Judy S. Hill
Clerk

STATE OF GEORGIA)
)
COUNTY OF BRYAN)

**INTERGOVERNMENTAL CONTRACT FOR CAPITAL OUTLAYS
FOR WASTEWATER/WATER TREATMENT PROJECT**

This Agreement, effective the 8th day of August, 1995, by and between BRYAN COUNTY, GEORGIA, a body politic and a political subdivision of the State of Georgia ("County"), and THE MAYOR AND COUNCIL OF THE CITY OF PEMBROKE, a municipal corporation of the State of Georgia, ("City").

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of O.C.G.A. §48-8-110 et. seq., the County is authorized to call for a referendum for the imposition of a 1% local option special purpose sales tax ("Tax"), the Tax to be used for the purposes as outlined under the provisions of O.C.G.A. §48-8-111; and

WHEREAS, pursuant to the provisions of O.C.G.A. §48-8-111(a)(1)(D), proceeds of the Tax may be used for capital outlay projects owned by a municipality within the County, provided that the County and such municipality enter into an Intergovernmental Contract as authorized by Article IX, Section III of the Constitution of the State of Georgia; and

WHEREAS, the County intends to call for a local option special purpose sales tax referendum to be submitted to the voters of Bryan County, Georgia on September 19, 1995; and

WHEREAS, the City is constructing a wastewater treatment system and a Water

System (collectively "Wastewater/Water Project") and a substantial portion of the capacity of the Wastewater/Water Project will be utilized in servicing properties located outside of the corporate limits of the City; and

WHEREAS, both of the parties hereto have a vested interest in the construction of the Wastewater/Water Project and increasing the capacity of same to accommodate future growth in those areas located inside and outside of the corporate limits of the City; and

WHEREAS, prior to August 9, 1995, the parties had entered into an agreement with respect to the Wastewater/Water Project and now desire to evidence such agreement by execution of this document, having an effective date of August 8, 1995,

NOW THEREFORE, for the considerations recited, the parties hereto agree as follows:

1. If the Tax is not approved by the voters of the County in the referendum called for such purpose, this agreement shall not be effective and all terms of this agreement shall be null and void.
2. In 1996, a target sum of \$100,000.00 of the total net revenues received by the County from the Tax shall be allocated to the construction of the Wastewater/Water Project, including, but not limited to, construction of plants, lines and other infrastructure. Provided, however, in the event that the total net revenues received by the County from the Tax in 1996 are less than \$1,340,000.00, the target sum referred to above shall be adjusted to be the lesser of \$100,000.00 or 7.46% of the total net revenues received by the County from the Tax in 1996.

3. In 1999, a target sum of \$67,500.00 of the total net revenues received by the County from the Tax shall be allocated to the construction of the Wastewater/Water Project, including, but not limited to, construction of plants, lines and other infrastructure. Provided, however, in the event that the total net revenues received by the County from the Tax in 1999 are less than \$1,340,000.00, the target sum referred to above shall be adjusted to be the lesser of \$67,500.00 or 5.03% of the total net revenues received by the County from the Tax in 1999.

4. In 2000, a target sum of \$300,000.00 of the total net revenues received by the County from the Tax shall be allocated to the construction of the Wastewater/Water Project, including, but not limited to, construction of plants, lines and other infrastructure. Provided, however, in the event that the total net revenues received by the County from the Tax in 2000 are less than \$1,460,000.00, the target sum referred to above shall be adjusted to be the lesser of \$300,000.00 or 20.5% of the total net revenues received by the County from the Tax in 2000.

5. The City will permit individuals or entities situated outside of the corporate limits of the City to connect to the City's wastewater treatment and water systems (collectively "Wastewater/Water System") on the same terms and conditions that individuals or entities situated within the corporate limits of the City are allowed to connect to the Wastewater/Water System, subject only to the following:

(a) Any individuals or entities situated outside of the corporate limits of the City that connect to the Wastewater/Water System must pay all costs of constructing lines or other facilities necessary to connect to the Wastewater/Water System; and

(b) The City shall have the right to charge wastewater usage and water usage rates to individuals and entities situated outside of the corporate limits of the City at levels not to exceed 150% of comparable wastewater usage and water usage rates charged by the City for wastewater and water usage by individuals or entities situated within the corporate limits of the City.

6. This agreement is made for the purpose of complying with statutory and constitutional law regarding the financing and operation of projects owned and operated by municipalities and for the purpose of outlining the understanding between the City and County.

7. Expenditure of funds hereunder shall be made by the County by either: (1) direct payment for the improvements for the Wastewater/Water Project upon presentation of proper evidence by the City to the County; or (2) Discharge of indebtedness incurred for the purposes outlined herein.

IN WITNESS WHEREOF, the parties have executed this agreement and affixed their seals, effective the day and year above written.

BOARD OF COMMISSIONERS OF
BRYAN COUNTY, GEORGIA

BY: Thomas H. Bacon
Chairman

ATTEST:

Doris M. Waters
Clerk

MAYOR AND CITY COUNCIL OF
PEMBROKE, GEORGIA

BY: C. E. Coakley
Mayor

ATTEST:

Charlene J. Butler
Clerk

Mary Monson
Member of Council

Virgene Hughes
Member of Council

Johanni G. Miller
Member of Council

David B. Ham
Member of Council

Member of Council



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: BRYAN Service: WATER SUPPLY

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

- 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.)
- 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.)
- 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.)
- 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.)
- 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.)

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

- Yes No

If these conditions will continue under the 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.

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.).

Local Government or Authority: Funding Method:

Bryan County	Enterprise fund
City of Richmond Hil	Enterprise Fund
City of Pembroke	Enterprise Fund
Joint Bryan County/ Pembroke Dev.Authority	General Fund, GEFA Loan, Enterprise fund

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

SEE ATTACHMENT

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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?

7. Person completing form: Brooks Warnell

Phone number: 912.653-3819 Date completed: _____

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:

ATTACHMENT ON WATER AND SEWER SERVICES

The October, 1999 Bryan County Service Delivery Strategy will be amended as follows:

1. Richmond Hill will be the provider of water and sewer services within its incorporated area, and within the adjacent area indicated on the attached map marked "Richmond Hill Service Area."

2. Pembroke will be the provider of water and sewer services within its incorporated area and within the adjacent area indicated on the attached map marked "Pembroke Service Area," with the agreement that Bryan County will be granted permission to use the right of way of Sims road within the city limits of Pembroke from Ash Branch Road to Highway 67 for purposes of expanding the county's future water and sewer services.

3. The Joint Bryan County/City of Pembroke Development Authority will be the provider of water and sewer services within the area indicated on the attached map marked "Bryan County/Pembroke Development Authority Service Area."

4. Bryan County will be the provider of water and sewer services in the remainder of the unincorporated area of Bryan County, not designated as the service area of Richmond Hill, Pembroke or Bryan County/Pembroke Development Authority.

5. Water purchased by Bryan County from the City of Savannah, under the existing agreement between Bryan County and the City of Savannah, shall be used only to provide water to the Genesis Point development and the adjacent area as shown on the attached map, unless otherwise agreed between Richmond Hill and Bryan County.

6. Bryan County will share the volume of water that will be come available as a result of the "multiplier factor" of the Savannah/Bryan County water purchase agreement as follows: 450,000 gal/day with the City of Richmond Hill and 50,000 gal/day with the City of Pembroke.

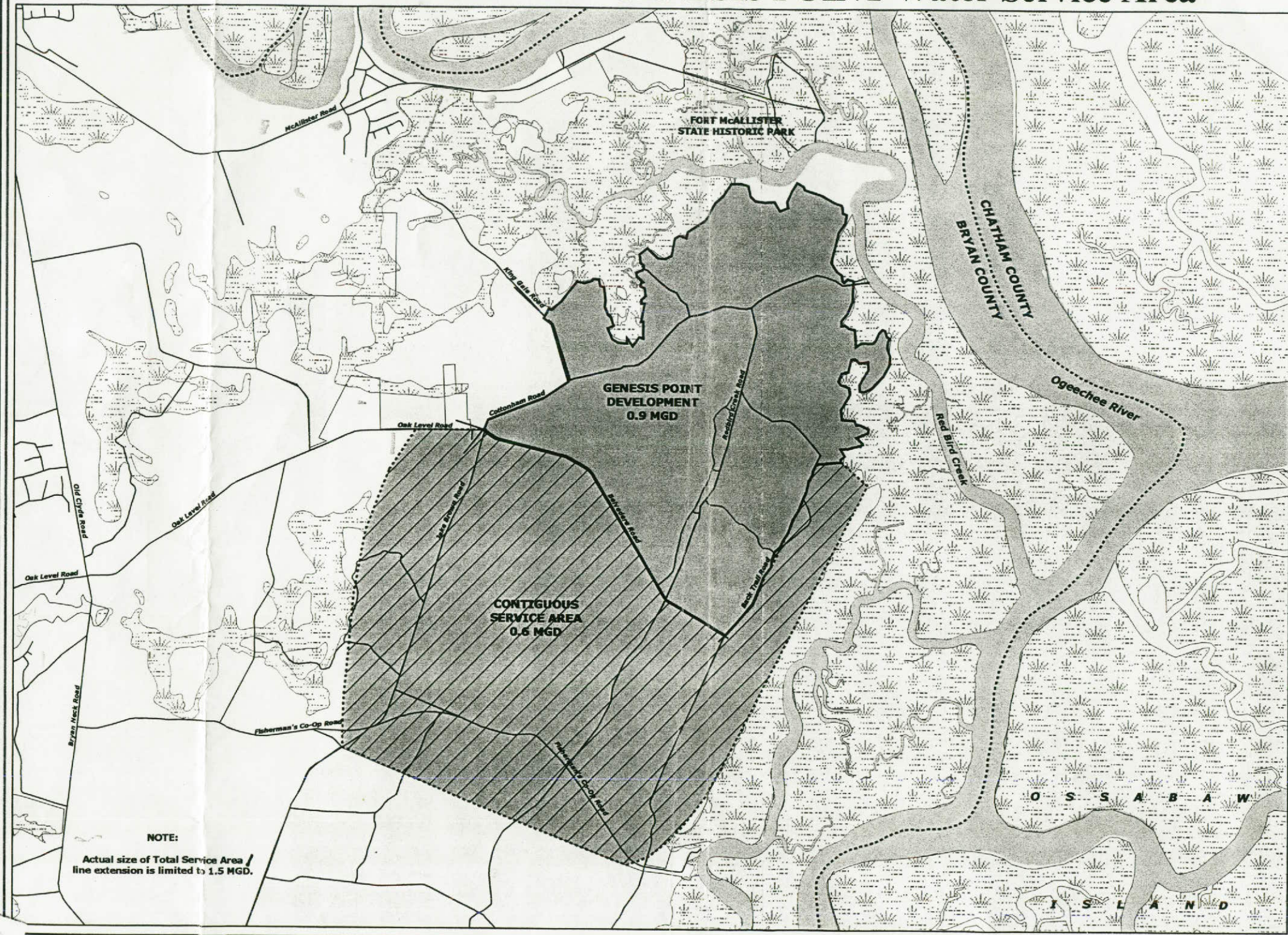
7. Future amendments to the Water and Sewer Services portion of the Bryan County Service Delivery Strategy shall be effective if signed by Richmond Hill and Bryan County as to service territory in South Bryan County and if signed by Pembroke and Bryan County as to service territory in North Bryan County.

EXHIBIT "C" - GENESIS POINT Water Service Area

JUN 18 2003



SCALE:
1" = 3000'



LEGEND

- Genesis Point
- Approx Limits of Total Service Area
- Georgia DNR Lands
- Waterways
- Marsh & Other Wetlands
- Chatham-Bryan County Line
- Roads & Highways

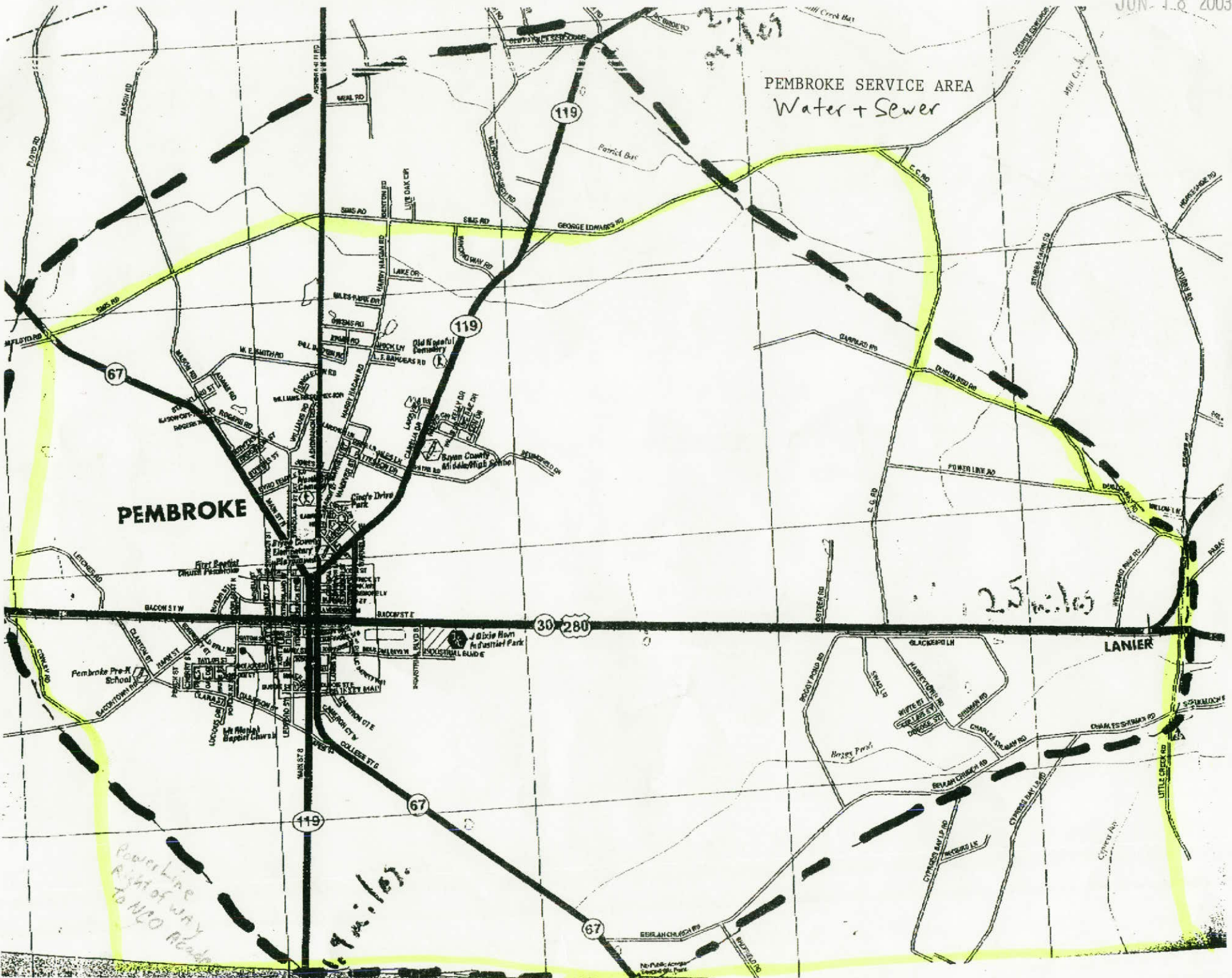
January 2002



Hussey, Gay, Bell & DeYoung
Consulting Engineers
329 Commercial Drive
Savannah, Georgia 31406
Phone: (912) 354-4626

NOTE:
Actual size of Total Service Area /
line extension is limited to 1.5 MGD.

PEMBROKE SERVICE AREA
Water + Sewer



PEMBROKE

LANIER

Power Line
Right of Way
To NCO Road

2.5 miles

2.7 miles

2.1 miles

CITY OF RICHMOND HILL AND BRYAN COUNTY PROPOSED WATER & SEWER DISTRICTS

JUN

MARCH 4, 2003

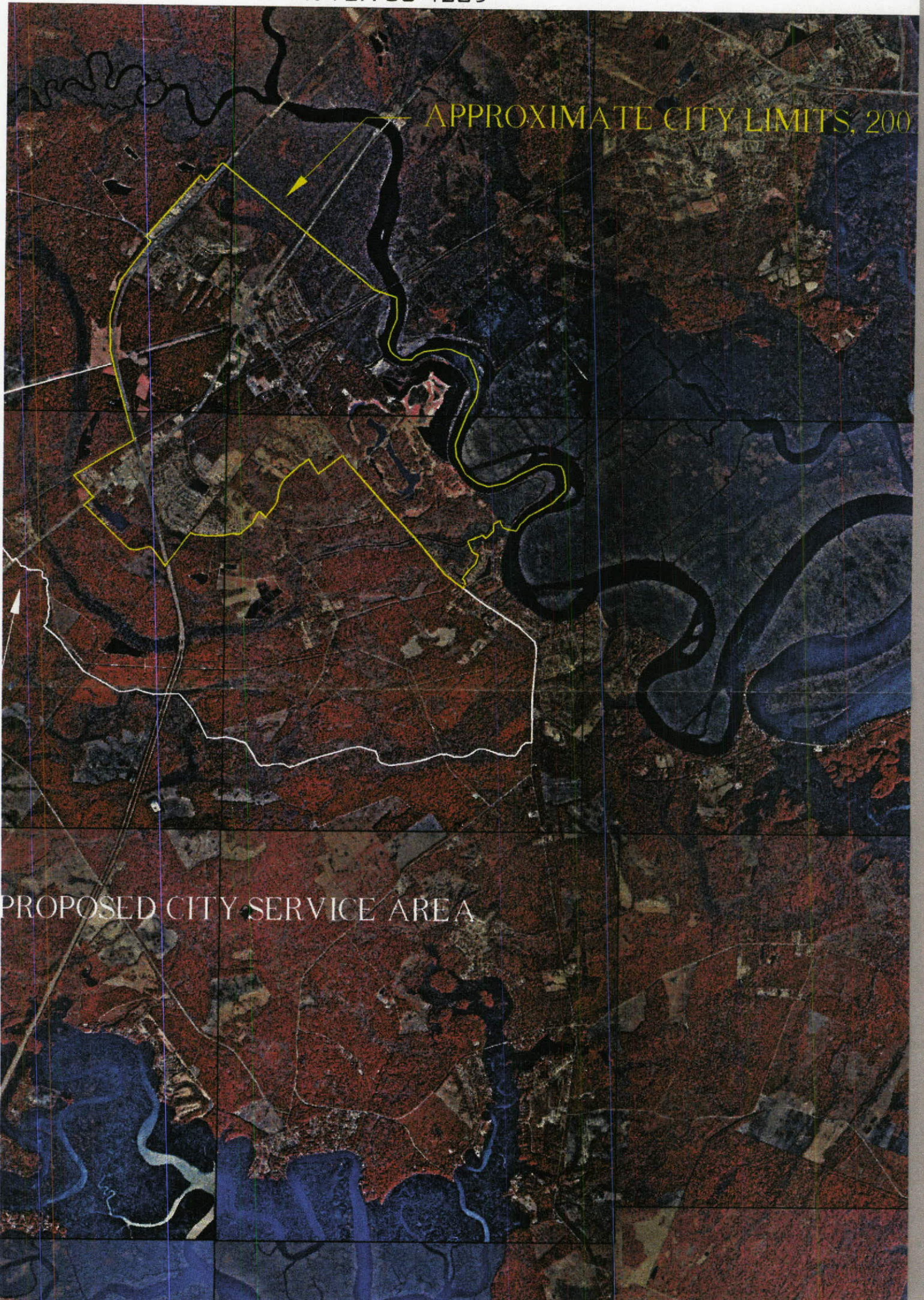
RICHMOND HILL SERVICE AREA

PREPARED BY:

GROWTH SOLUTIONS, INC.

P.O. BOX 1739, RICHMOND HILL GA, 31324

(912)756-4289



CITY OF RICHMOND HILL AND BRYAN COUNTY PROPOSED WATER & SEWER DISTRICTS

MARCH 4, 2003

RICHMOND HILL SERVICE AREA

PREPARED BY:

GROWTH SOLUTIONS, INC.

P.O. BOX 1739, RICHMOND HILL GA, 31324

(912)756-4289



CITY OF RICHMOND HILL AND BRYAN COUNTY
PROPOSED WATER & SEWER DISTRICTS

JUN

MARCH 4, 2003

RICHMOND HILL SERVICE AREA

PREPARED BY:

GROWTH SOLUTIONS, INC.

P.O. BOX 1739, RICHMOND HILL GA, 31324

(912)756-4289

