



**SERVICE DELIVERY STRATEGY UPDATE
CERTIFICATIONS**
FOR REVISING OR EXTENDING AN EXISTING SERVICE DELIVERY STRATEGY

FORM 5

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, and we intend to extend it until _____; or
- B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.
"City of Richmond Hill to provide sewer & water services to Map # Parcel 42-06A.01"

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))¹ 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).

¹If 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:
	RICHARD DAVIS	MAYOR	RICHMOND HILL GA	3-11-09
	JUDY COOK	MAYOR	PEMBROKE GA	4-13-09
	JIMMY BURNSED	CHAIRMAN	BOARD OF COMMISSIONERS	3-3-09



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

FORM 2

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 + WATER

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.):

CITY OF RICHMOND Hill to PROVIDE SEWER + WATER SERVICES TO

MAP 4 PARCEL 42-069.01

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.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
CITY OF RICHMOND HILL	DEVELOPER / PROPERTY OWNER

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

PROPERTY OWNER WANTS A HIGHER LEVEL OF SERVICE (PUBLIC SEWER/WATER) THAN THE COUNTY HAS AVAILABLE IN THIS AREA. THE CITY OF RICHMOND HILL HAS AGREED TO PROVIDE THE SERVICES. PROJECT WILL BE FUNDED BY THE PROPERTY OWNER.

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>
Intergovernmental Contract	BRYAN CO & CITY OF RICHMOND HILL	8 AUG 1995 - OPEN
INTERGOVERNMENTAL AGREEMENT	BRYAN CO & CITY OF RICHMOND HILL	7 JUN 2005 - OPEN

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?

RESOLUTION
EFFECTIVE DATE WHEN SIGNED BY ALL PARTIES

7. Person completing form: WAVERLY D. JONES
Phone number: 912-653-3835 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:

**RESOLUTION TO MODIFY/CHANGE SERVICE DELIVERY
STRATEGY**

WHEREAS, The City of Richmond Hill desires to change the existing Service Delivery Strategy; and

WHEREAS, The City of Richmond Hill agrees to provide Sewer and Water Services to Map & Parcel 42-069.01; and

WHEREAS, The City Council of Richmond Hill authorizes its representative to sign the updated "Certifications" page indicating the changes to the existing strategy; and

WHEREAS, The City of Richmond Hill has reviewed the attached new map which clearly defines the additional service delivery area and is outlined in blue on the attached map; and

NOW, THEREFORE BE IT RESOLVED, The modified/changed Service Delivery Strategy is adopted and approved and the Mayor of the City of Richmond Hill is authorized to execute the same.

This 11th day of March 2009

ATTEST: Yvonne H. Lee Signature Richard P. Davis
City Clerk Mayor

**RESOLUTION TO MODIFY/CHANGE SERVICE DELIVERY
STRATEGY**

WHEREAS, The Bryan County Board of Commissioners desires to change the existing Service Delivery Strategy; and

WHEREAS, The Bryan County Board of Commissioners agrees to modify/change the existing Service Delivery Strategy and allow the City of Richmond Hill to provide Sewer and Water Services to Map & Parcel 42-069.01; and

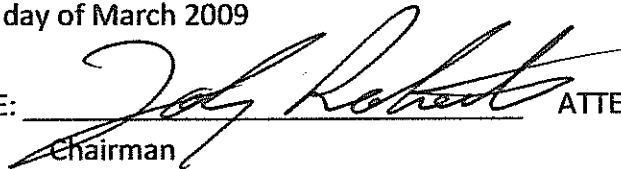
WHEREAS, The Bryan County Board of Commissioners authorizes its representative to sign the updated "Certifications" page indicating the changes to the existing strategy; and

WHEREAS, The Bryan County Board of Commissioners has reviewed the attached new map which clearly defines the additional service delivery area and is outlined in blue on the attached map; and

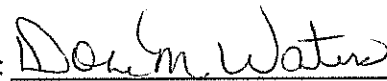
NOW, THEREFORE BE IT RESOLVED, The modified/changed Service Delivery Strategy is adopted and approved and the Chairman of the Bryan County Board of Commissioners is authorized to execute the same.

This 3 day of March 2009

SIGNATURE: _____


Chairman

ATTEST: _____

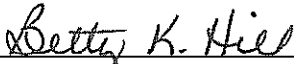

County Clerk

RESOLUTION APPROVING AMENDMENT
TO SERVICE DELIVERY STRATEGY

WHEREAS, The City of Pembroke approves the amendment requested by Richmond Hill to the existing Service Delivery Strategy for water and sewer extension to parcel 42-069.01.

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

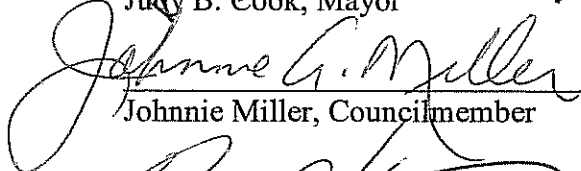
This the 13th day of April, 2009



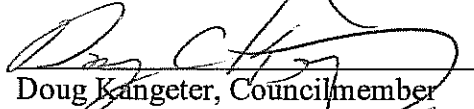
Attest: City Clerk



Judy B. Cook, Mayor



Johnnie Miller, Councilmember



Doug Kangeter, Councilmember



Tiffany Walraven, Councilmember



Angela Reed, Councilmember

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:

Jay D. Jones
Clerk

STATE OF GEORGIA

COUNTY OF BRYAN

**INTERGOVERNMENTAL AGREEMENT
FOR SERVICE DELIVERY IN CERTAIN UNINCORPORATED
AREAS IN COASTAL BRYAN COUNTY**

This Intergovernmental Agreement made and entered into this 7th day of June, 2005, by and between The City of Richmond Hill, an incorporated Georgia municipality, and Bryan County, Georgia, a Georgia county and a political subdivision of the State of Georgia.

WITNESSETH THAT:

WHEREAS, The City of Richmond Hill is an incorporated municipality situate, lying and being within the coastal portion of Bryan County, and

WHEREAS, The City of Richmond Hill provides for its residents fire protection, garbage collection, water and sewer and other municipal services, and

WHEREAS, it is contended by Bryan County that there are certain areas lying wholly within the corporate limits of The City of Richmond Hill which are unannexed and therefore remain unincorporated, and

WHEREAS, The City of Richmond Hill has requested of Bryan County its consent to allow the annexation of a tract of land known as River Oaks, which does not lie contiguous with said City limits, and

WHEREAS, Bryan County does not object to the River Oaks annexation, but desires as a part and parcel of its consent to the annexation to secure from The City of Richmond Hill a commitment to offer and supply certain city services within certain unincorporated areas of

coastal Bryan County.

N O W T H E R E F O R E :

FOR AND IN CONSIDERATION OF the sum of One (\$1.00) Dollar, paid by each to the other, the mutual promises, covenants and undertakings contained herein, and other good and valuable considerations, Bryan County, hereinafter referred to as "County", and The City of Richmond Hill, hereinafter referred to as "City", do hereby agree as follows:

1. Within ten (10) days from the final execution of this Agreement, County shall grant its full and complete consent to the annexation by City of the River Oaks tract, the full and complete description of which is attached hereto as Exhibit "A", and by reference incorporated herein. Said approval shall also include a notice by County that it will not interpose any land-use objection, nor any other objection to the annexation.
2. City agrees that it shall, within ten (10) days of the final execution of this Agreement, provide fire protection and solid waste services to all of the unincorporated areas listed in Exhibit "B" which is attached hereto and incorporated herein by reference. City shall provide these services at the same level that such services are provided to city residents and at the same rates as those charged to city residents for such services.
3. City and County further agree that they shall, within ninety (90) days of the final execution hereof, enter into good faith negotiations to explore the feasibility of the provision of all other municipal services to the areas set out in Exhibit "B", but both parties specifically acknowledge that this paragraph requires only good faith negotiations towards this end, and that neither party can guarantee that such negotiations will be successful.

4. County is currently planning the construction of a new Sheriff's Complex on the lands of County located on U.S. Highway 17, and commonly known as the "Old Cedar Lodge Tract", which is more fully described upon Exhibit "C", which is annexed hereto and made a part hereof by reference. County desires city water and sewer services at this site, and City acknowledges sufficient capacity to serve the site, but that such service could be accomplished only by an extension of City's current water and sewer lines from their current terminus, approximately one (1) mile to the site. City agrees to extend its water and sewer lines to the site and serve the new complex under the following conditions:
- a. City has applied for and received a commitment for a GEFA loan to finance the extension of the water and sewer lines from their current terminus to the complex property. City shall complete the necessary steps to obtain said funding in a timely fashion and shall construct and complete the extension of the lines with said funds to the complex, and make such services available to the complex on or before one (1) year from the date hereof.
 - b. County shall reimburse City for the entire costs of the extension from Ponderosa Road to the Sheriff's Complex by remitting to the City, on a quarterly basis, the entire principal and interest payment due from City to GEFA to repay the funds expended for the extension of both the water and sewer line. This amount shall be remitted by County to City on a quarterly basis, at least five (5) days before the City's due date on its GEFA loan. County shall pay such quarterly payments until the entire GEFA loan for the extension is paid in full.
 - c. City and County acknowledge that City charges and collects connection fees for

each new connection to its water and sewer systems. No such fee shall be extracted or charged for County's connection to these services. However, should any other person or entity connect to the extension of the water and sewer lines serving the Sheriff's Complex, such fees shall be extracted from the new users by City at the then current rate, and for so long as any amount remains due and outstanding on the GEFA loan for the extension, one hundred (100%) percent of all such fees shall be credited to the County and shall directly reduce its quarterly payment obligations hereunder. Not later than the last week of each quarter, City shall prepare and furnish to County a statement showing all such fees collected during that quarter and calculating County's payment for that quarter by deducting one hundred (100%) percent of such fees from the payment obligation to GEFA for the loan for the extension. County shall be entitled to the connection fees only, and shall be entitled to no part of the regular monthly charges for such services, which are and shall remain the exclusive property of the City. Further, once the obligations of the GEFA loan are fully discharged, County shall have no further interest in such connection fees and they shall be and remain the property of the City.

- d. The rates charged of County by City for water and sewer services at the Sheriff's Complex shall be the same as those charged for the same services within the city limits.

IN WITNESS WHEREOF, City and County have caused these presents to be executed by their duly authorized representatives and officials, acting under the authority granted them by

duly passed Resolutions at regular meetings of the governing bodies at which a quorum was present and voting and which have been duly entered into the minutes of each governing body.

FOR THE CITY OF RICHMOND HILL

Executed by the Mayor and City Administrator of said County, pursuant to a Resolution of the City Council of said City at the regular meeting thereof held on June 7, 2005.

This 7th day of June, 2005.

Richard R. Davis

MAYOR (Title)

Michael J. Hester

CITY MANAGER (Title)

FOR BRYAN COUNTY, GEORGIA

Executed by the Chairman Jimmy Bunsel and County Administrator of said County, pursuant to a Resolution of the Board of Commissioners of said County at the regular meeting thereof held on April 5th 2005.

This 5th day of April, 2005.

Jimmy Bunsel

Chairman (Title)

Wanda J. Jones






Co Administrator (Title)

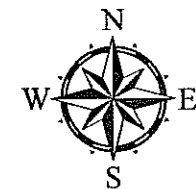


Richmond Hill Service Delivery Area

2009

Legend

-  Service Delivery Area
-  City Limits
-  Roads
-  Richmond Hill Tax Parcels
-  Bryan County Tax Parcels



1 inch equals 4,000 feet



Spatial Engineering, Inc.
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(912) 826-6688

