



City of Hampton LEGISLATIVE SUMMARY

Meeting Date:

April 8, 2025

Action Type:

Action by City Council
 For informational/discussion purposes only

Presenter:

Alex S. Cohilas, City Manager

Type of Request

ITEM # 10B

RES.2025-23

Department Requesting Agenda Item

City Manager

Exhibit Attachments for Agenda Item:

- 1) RES 2025-23
- 2)
- 3)
- 4)
- 5)
- 6)

Agenda Item:

Agenda Item 10B: Action for Resolution 2025-23 to approve a revised Comprehensive Plan Agreement Pertaining to Water and Sewer Services with the Henry County Water Authority ("HCWA").

Background/Summary:

The Henry County Water Authority (HCWA) and the City of Hampton were parties of the Comprehensive Plan Agreement Pertaining to Water and Sewer Services beginning March 2014, expiring in March 2024. The City passed Res. 2025-04, January 14, 2025, to adopt its version of an agreement which was transmitted directly to the HCWA. Following discussions resulted in an agreement which encompasses both the City's and HCWA's terms for the delivery of water and sewer services. RES.2025-23 revokes the former RES. 2025-004 and adopts a new Comprehensive Plan Agreement Pertaining to Water and Sewer Services.

Financial Implications/Considerations

-Is project budgeted?	Y _____	N n/a _____
-Will project require the use of Fund Balance?	Y _____	N n/a _____
If yes, please state amount \$ _____.		
-Will the project require funds?	Y _____	N n/a _____
-Is project grant funded and will require a _____ % match and those funds are/are not budgeted.	Y _____	N n/a _____
-Is this request a Capital Project and part of Capital Project List?	Y _____	N n/a _____

Additional Comments/Recommendations

The staff approves the proposed resolution.

**CITY OF HAMPTON
STATE OF GEORGIA**

RESOLUTION NO. 2025-23

**A RESOLUTION TO APPROVE A REVISED
COMPREHENSIVE PLAN AGREEMENT
PERTAINING TO WATER AND SEWER
SERVICES WITH THE HENRY COUNTY
WATER AUTHORITY ("HCWA")**

WHEREAS, the City of Hampton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia whose governing authority is the Mayor and Council thereof: and

WHEREAS, on March 20, 2014, the City and HCWA were parties to the Comprehensive Plan Agreement pertaining to Water and Sewer Services ("Agreement") and the Agreement expired in March 20, 2024; and

WHEREAS, on January 14, 2025, the City passed Resolution No. 2025-004 to adopt its version of an agreement to reflect the City's terms for the provision of water and sewer services: and

WHEREAS, since that adoption, the Parties have negotiated an agreement which encompasses both the City's and HCWA's terms for the delivery of water and sewer services: and

WHEREAS, the City revokes Resolution No. 2025-004 and passes the attached Agreement as the new Comprehensive Plan Agreement Pertaining to Water and Sewer Services between the City of Hampton and the Henry County Water Authority.

NOW THEREFORE, IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HAMPTON, GEORGIA, and by the authority thereof that the City of Hampton:

1. Revokes and repeals Resolution No. 2025-004 and
2. Adopts the attached Comprehensive Plan Agreement Pertaining to Water and Sewer Services between the City of Hampton and the Henry County Water Authority.

SO RESOLVED, this 8th day of April, 2025.

CITY OF HAMPTON, GEORGIA

Ann N. Tarpley
ANN N. TARPLEY, Mayor

ATTEST:

Bount

CARMEN BLOUNT, Interim City Clerk

APPROVED AS TO FORM:

Erin Barnes Wiggins
ERIN BARNES WIGGINS, City Attorney



Exhibit “A”

**MUNICIPAL SERVICE AGREEMENT & COMPREHENSIVE PLAN
PERTAINING TO WATER AND SEWER SERVICES (“MSA” or “Agreement”)**

The City of Hampton (hereinafter referred to as “City”) has maintained a water and sewer department since the time of its charter and is afforded this right as a municipality in accordance with the laws of the State of Georgia for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as “Authority”), organized under the laws of the State of Georgia, provides water and sewer services primarily to the unincorporated areas of Henry County and additionally serves incorporated areas of Henry County in accordance with each local government service delivery strategy agreement. The City funds or may fund its services through rates, user fees, charges, impact fees, taxes, grants, loans, and bond proceeds. The Authority funds or may fund its services through rates, user fees, charges, impact fees, grants, bonds a county-wide two mill tax, grants, loans, and bond proceeds. (The City and Authority are referred to herein collectively as “Parties” or individually as “Party”.)

The Georgia Planning Act, O.C.G.A. Section 36-70-1, et seq. (the ‘Planning Act’) in conjunction with the Georgia Service Delivery Act, O.C.G.A. Section 36-70-20, et seq. (the “Service Delivery Act”), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by local authorities, municipal governments, and county governments. Coordinated and comprehensive planning means planning by counties, municipalities and legal authorities undertaken in accordance with the minimum standards and procedures for preparation of plans, for implementation of plans, and for participation in the coordinated and comprehensive planning process, as established by the Georgia Department of Community Affairs. The governing bodies of municipalities and counties are solely authorized to develop a comprehensive plan approved by the governing body and are solely authorized to develop, establish, and implement land use regulations consistent with the comprehensive plan and plan for capital improvements and make any capital improvements part of the comprehensive plan.

The Georgia Service Delivery Act intent is to provide a flexible framework within which local governments in each county can develop a service delivery system that is both efficient and responsive to

citizens in their county. The General Assembly recognizes that the unique characteristics of each county throughout the state preclude a mandated legislative outcome for the delivery of services in every county. The process is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the mutual covenants and promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree to the following stated terms.

Section I. Services Defined and Provision of Services

(A) Services Defined

- (1) The term “water service” in this Agreement means (i) the permitted treatment of water for drinking by a Party through treatment facilities owned and operated by such Party or as acquired from some other entity permitted to treat water for drinking, (ii) the conveyance and/or storage of drinking water through a system of water lines, tanks, and appurtenances thereto; (iii) the provision of drinking water to customers; and (iv) the provision of water for fire protection.
- (2) The term “sewer service” in this Agreement means (i) the permitted treatment and discharge of wastewater by a Party through facilities owned and operated by such Party, (ii) the conveyance and/or temporary holding of wastewater through a system of lines or mains (whether by gravity flow or force main) and appurtenances thereto; and (iii) the provision of wastewater treatment to customers.

(B) Service Provider

(1) The following rules shall apply to determine which Party is the provider of water service or sewer service.

(a) City As "Presumptive Provider". Within the municipal boundaries of the City, the City is the presumptive provider of sewer service unless (i) the parcel of land on which an existing customer of the Authority is served by sewer service from the Authority, (ii) the City declines to provide sewer service; or (iii) the City waives this presumption in accordance with paragraph (4) of this subsubsection I(B). Furthermore, within the municipal boundaries of the City, the City is the presumptive provider of water service unless (i) the parcel of land has an existing customer of the Authority served by either water service or sewer service from the Authority, (ii) the City declines to provide water service; or (iii) the City waives this presumption in accordance with paragraph (4) of this subsection IB). These presumptions control even if the Authority has a sewer line or water line located within the municipal boundaries of the City.

(b) Authority As "Presumptive Provider". Within the unincorporated area of Henry County, the Authority is the presumptive provider of sewer service unless (i) the parcel of land on which an existing customer of the City served by sewer service from the City, (ii) the Authority declines to provide requested sewer service; or (iii) the Authority waives this presumption in accordance with paragraph (4) of this subsection I(B). Furthermore, within the unincorporated area of Henry County, the Authority is the presumptive provider of water service unless (i) the parcel of land has an existing customer of City served by either water service or sewer service from the City, (ii) the Authority declines to provide water service; or (iii) the Authority

waives this presumption in accordance with paragraph (4) of this subsection I(B).

These presumptions control even if the City has a sewer line or water line located within the unincorporated area of Henry County.

(c) The presumption of providing sewer service or water service is not mandatory; but rather whether to exercise such presumption is at the sole discretion of the applicable Party unless otherwise provided in accordance with paragraph (4) of this subsection I(B).

(d) Notwithstanding any provision of this Agreement to the contrary, each Party's customers of water service and/or sewer service as of the effective date of this Agreement shall remain such Party's customers unless the customer makes application for a transfer and both Parties agree to such a transfer.

(2) The City acknowledges and consents, without any burden or limitation whatsoever, to the Authority owning, operating, and extending its water services and sewer services within the City's incorporated boundaries and rights-of-way; provided, however, that the City is the presumptive provider of water service and sewer service within the municipal boundaries of the City as stated in paragraph (1) of this subsection I(B). Subject to the forgoing, the City consents to the Authority looping and tying into its existing water lines within the City for the purpose of redundancy and the City consents to the Authority's installation of a gravity flow sewer line along Bear Creek within the City for the purpose of eliminating the Authority's Oak Street lift station. The City is the presumptive provider of sewer service within the municipal boundaries of the City as stated in paragraph (1) of this subsection I(B). The Authority's water lines or sewer lines shall be designed and installed in accordance with the Authority's development standards and shall not interfere with the City's existing water line or easement.

(3) Except for looping or tying in of existing water lines, the City shall not run or extend water lines

that would be parallel to existing Authority water lines including water lines within or adjoining rights-of-way that have sufficient capacity to provide the water service to the City through a Municipal Master Meter. The City, however, may run parallel water lines to an existing Authority water line based upon one of the following occurrences (i) the City has secured capacity from a separate source which necessitates, based on the point of connection, a parallel line; (ii) the Authority declines to provide water service, or (iii) the City is unable to obtain necessary easements from private and/or public entities to avoid a parallel line. The City's parallel water line shall be designed and installed in accordance with the City's development standards and shall not interfere with the Authority's water line or easement.

(4) Requests for Water Service or Sewer Service & Waiver.

- (a) If a prospective customer, owner of interest in real property, or lawful agent for a property owner seeks water service ("Water Applicant") from either the City or Authority and such City or Authority is not the Presumptive Provider of water service as defined under paragraph (1) of subsection I(B), then such City or Authority as the non-presumptive water provider ("Non-Presumptive Water Provider") shall provide written notice of the Water Applicant's request, including the name and contact information of the Water Applicant and the tax parcel identification numbers of the implicated properties ("Subject Property"), to the other Party to this Agreement within thirty (30) days of such request. If the Non-Presumptive Water Provider provides sewer service to the Subject Property, then notwithstanding any provision to this Agreement to the contrary, the Non-Presumptive Water Provider shall have the right to provide water service to the Water Applicant or Subject Property, unless such right is declined or waived as provided subparagraph (c) of this paragraph (4). A failure to provide said notice hereunder precludes the Non-Presumptive Water Provider from providing water service.
- (b) If a prospective customer, owner of interest in real property, or lawful agent for a property

owner seeks sewer service (“Sewer Applicant”) from either the City or Authority and such City or Authority is not the Presumptive Provider of sewer service as defined under paragraph (1) of subsection I(B), then such City or Authority as the non-presumptive sewer provider (“Non-Presumptive Sewer Provider”) shall provide written notice of the Sewer Applicant’s request, including the name and contact information of the Sewer Applicant and the tax parcel identification numbers of the implicated properties (“Subject Property”), to the other Party to this Agreement within thirty (30) days of such request. If the Non-Presumptive Sewer Provider provides water service to the Subject Property, then the Non-Presumptive Sewer Provider shall have the right to provide sewer service to the Sewer Applicant or Subject Property, unless such right is declined or waived as provided subparagraph (c) of this paragraph (4). A failure to provide said notice hereunder precludes the Non-Presumptive Sewer Provider from providing sewer service.

- (c) The Presumptive Provider of water service or sewer service as defined in subsection I(B) of this section shall respond in writing to the notice provided in subparagraphs (a) or (b) of this paragraph (4) within (30) days as to whether it declines to provide such service or that it intends to provide such service and initiates and completes construction of the necessary infrastructure, whether by itself or by contract with a third party, and makes connection to its system for the requested service within twelve (12) months, with reasonable delay excepted due to force majeure, from the date of delivery of said required notice to the Presumptive Provider. A failure by the Presumptive Provider to provide said response or to timely complete connection shall constitute a temporary waiver of the Presumptive Provider’s right to provide the requested service. Said temporary waiver shall be effective only if the Non-Presumptive Water Provider or Non-Presumptive Sewer Provider provides written notice to the Presumptive Provider it intends to initiate construction and completes construction of the necessary infrastructure, whether by itself or by contract with a third party, and makes

connection to its system for the requested service within twelve (12) months, with reasonable delay excepted due to force majeure, from the date of delivery of a response from the Presumptive Provider declining to provide the requested service or after Presumptive Provider failed to complete construction and connection within its twelve (12) month connection period.

- (d) For purposes of subparagraph (c) of this paragraph (4), the phrase “reasonable delay excepted due to force majeure” shall mean that the time within which the Parties hereto shall be required to perform under subparagraph (c) of this paragraph (4) shall be extended to the extent that the performance of such act is delayed by acts of God, fire, flood, epidemics, labor disputes, riot, war, windstorm, delays or restrictions caused by order of state or federal governments, inability to obtain necessary materials, or any other cause beyond the reasonable control of such party, other than lack of monies or inability to procure a contract or monies to fulfill its obligation under subparagraph (c) of this paragraph (4); *provided, however,* that the Party entitled to such extension hereunder shall give prompt written notice to the other Party of the occurrence causing such delay and specify a date by which performance shall restart, which shall not to exceed one hundred and eighty (180) days unless the Parties otherwise agreed in writing.
- (e) In accordance with this paragraph (4), when a Party declines or temporarily waives its presumptive right to provide water service or sewer service, the other Party has the option, at its discretion, to provide water service or sewer service to the Subject Property. Nothing in this paragraph (4) shall be construed to compel water service or sewer service.

(C) Annexation or Deannexation of Territory

- (1) Whenever land is annexed into or is made part of the incorporated area of the City by any means authorized by law (“Annexation”), and the Authority is at the time of such Annexation

the provider of water service and/or sewer services to existing customers within the annexed territory, the Authority shall continue to provide water services and/or sewer services to such existing customers within said territory. The Authority, however, shall not extend its water services and/or sewer services to new customers within the annexed territory because the City is the presumptive provider of water service and sewer service within the municipal boundaries of the City, unless such presumptive right is declined or waived as contemplated in paragraph (4) of subsection I (B).

- (2) Whenever land is deannexed out of the municipal boundaries of the City or made part of the unincorporated area of Henry County by any means authorized by law ("Deannexation") and the City is at the time of such Deannexation the provider of water services and/or sewer services to existing customers within the deannexed territory, the City shall continue to provide water services and/or sewer services to such existing customers within said territory. The City, however, shall not extend its water services and/or sewer services within the unincorporated area of Henry County because the Authority is the presumptive provider of water service and sewer service within the unincorporated area of Henry County, unless such presumptive right is declined or waived as contemplated in paragraph 4 of subsection I (B).
 - (3) Within thirty (30) days of the date the City receives an application for, receives notice of, or initiates an Annexation or Deannexation, the City shall give the General Manager of the Authority written notice of the Annexation or Deannexation including any applications made, a tax map or survey plat of the affected territory, and the name and addresses of the property owners within such territory. In addition, within ten (10) days of the decision to approve or disapprove the Annexation or Deannexation, the City shall provide to the General Manager of the Authority a copy of the law, resolution, ordinance, or draft minutes effectuating the Annexation or Deannexation along with tax map or plat of survey for the territory annexed or deannexed and the names and addresses of the property

owners within such territory.

(D) Requested Services and Assistance.

- (1) If requested by the City, the Authority agrees to sell water to the City through master meters installed by the Authority at the expense of the City. (These meters are referred to in this Agreement as "Municipal Master Meter" or "Municipal Master Meters"). Such requests are to be made in writing to the General Manager of the Authority. An engineer representing the City shall meet with a representative designated by the General Manager of the Authority to discuss the appropriate location of the Municipal Master Meter to minimize adverse impacts on the Authority's lines, interests, and appurtenances and minimize installation costs. The Authority shall place the City's request on the Authority's regular internal job schedule, and the work will be performed in due course by the Authority. The Authority, however, shall not unreasonably locate, delay, or withhold requested Municipal Master Meters.
- (2) If requested by the City, the Authority will relocate, at the City's expense, the Authority's water or sewer lines and appurtenances which are located in the City's rights of way or at intersections between City streets and county roads where such City Street is being improved or where such intersection is being improved. Such requests are to be made in writing to the General Manager of the Authority. An engineer representing the City shall meet with a representative designated by the General Manager of the Authority to discuss ways to minimize impacts on the Authority's lines and appurtenances and minimize relocation costs. After such meeting, the Authority shall place the City's request on the Authority's regular internal job schedule, and the work will be performed in due course by the Authority. The Authority, however, shall not unreasonably delay relocation.

(3) If requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The Authority shall place the City's request on the Authority's regular internal job schedule, and the work will be performed in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video of the line at no cost to the City.

(4) If requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The Authority shall place the City's request on the Authority's regular internal job schedule, and the work will be performed in due course by the Authority.

Section II. Rates and Fees

(A) Municipal Rate. Except as otherwise provided in this Agreement, the City, by virtue of entering into this Agreement, shall be entitled to purchase from the Authority and the Authority agrees to sell water to the City through Municipal Master Meters at the municipal rate set from time to time by the Authority. The City acknowledges and agrees that the Authority may regulate the amount of water sold to the City or a customer within the City as contemplated in this Agreement.

(B) General Rates.

(1) All present and future water or sewer customers of the City that are located in the unincorporated areas of Henry County will be charged no greater rate for such City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated boundaries of the City, the City will issue a notice letter to the General

Manager of the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

(2) Except as provided in paragraph (C) of this Section, all present and future water and sewerage customers of the Authority that are located within the municipal boundaries of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

(C) Mega User Rates and Meters. Before connection to the City's water system or provision of City water service and subject to the terms of this paragraph, the City shall notify the General Manager of the Authority of any development, customer, or user within the incorporated boundaries of the City that is expected to use 100,000 gallons of water per day or more based on an average daily use (hereinafter referred to as a "Mega User"). Before providing connection or provision of City water service, such Mega User shall pay to the Authority the cost for the Authority to perform an engineering study that analyzes the impacts of the Mega User on the water services and sewer services of the Authority and determines the improvements to such services and associated costs necessary to accommodate the Mega User; provided however, the performance of said study shall be completed within six (6) months of payment and full disclosure of information requested by the Authority from the Mega User. Before providing connection to or provision of City water services, the Mega User, City, and Authority shall enter into a written agreement regarding how such improvements will be implemented and funded and the amount of water to be provided to the Mega User. If no such agreement is approved, neither Party will provide water service to the Mega User except that the City may elect to provide water service to the Mega User from a source of water other than from the Authority directly or indirectly through the City's water service system.

Notwithstanding the foregoing, if the Authority provides sewer service to the Mega User, then the Authority shall be the exclusive provider of water services to the Mega User unless declined or waived as contemplated in paragraph (4) of subsection I(B) of this Agreement.

- (D) **Tap Fees**. Whenever a person seeks to connect or tap on to a water or sewer line or main for water service or sewer service, the Party which owns such line or main may impose and collect a fee or charge associated with such activity.
- (E) **Impact Fees**. Prior to the issuance of any building permit or other approval as dictated by the Party's impact fee ordinance, resolution, or policy, the Party which provides the water service or sewer service or both shall receive its impact fees imposed by such Party associated with such service or services.

Section III. General Operations

- (A) **Notice of High Water Users**. For purposes of Authority planning, the City agrees to notify the General Manager of the Authority in writing prior to its approval of any connection to the City water system or prior to its approval of any permits for any development, customers, or users with estimated usage that exceeds 40,000 gallons of water per day based on an average daily use or which requires fire flows that exceed 1,000 gallons per minute at 20-psi residual pressure that will be directly or indirectly served with water by the Authority.
- (B) **Purchase of Water or System Facilities**. The Authority agrees not to object to the City purchasing water from any water provider of the City's choosing. Neither Party shall acquire any assets, rights, interests, lines, mains, facilities, structures, equipment, or customers whatsoever associated with the other Party's water services or sewer services without the express consent of the other Party.

(C) Compatible Standards and Watershed Protection. The City agrees to adopt, maintain, and enforce standards compatible with those of the Authority for the kind and manner of installation for water lines and/or sewer lines or mains servicing new development. The Authority agrees to provide the City the Authority's current standards and amendments or updates to those standards as the Authority may from time to time adopt. The City agrees to adopt and enforce the City's Watershed Protection Ordinance attached hereto as Exhibit "A".

(D) Responsibility for Metered Water Lines. When a meter is installed to provide water services to a person, an entity, or a Party, the water lines that leave the meter to distribute water to such person, entity, or Party shall become the property and responsibility of such person, entity, or Party, and shall be operated and maintained by such person, entity, or Party, and all liabilities whatsoever associated with such lines shall be born exclusive by such person, entity, or Party.

(E) Governmental Compliance. The Authority and the City shall maintain their respective systems and facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement. Each Party may enforce the law.

(F) Stormwater Fee Exemption. Because the Authority manages drinking water reservoirs and protects and treats the water supply for consumptive use, the Authority shall be exempt from payment of any stormwater fees assessed by the City on properties owned by the Authority and located within the municipal boundaries of the City.

(G) Cooperative Meetings. The City and the Authority agree to meet not less than three (3) times annually to review and exchange information such that each Party may adequately plan for their respective service areas and provide necessary updates to their governing authorities.

(H) Liability for Impacts on Wetland Mitigation Areas. If a water or sewer line or main should

cross a mitigation area owned by the other Party to this Agreement and unless otherwise required by law requested by the appropriate regulatory agency or entity, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the Party crossing the mitigation area.

(I) Prohibition on Influencing Customers. Decisions regarding services to prospective customers of the City will be made in accordance with the ordinances, regulations, and policies of the City and this Agreement. The Authority will not attempt to influence these decisions of such customers. Decisions regarding services to prospective customers of the Authority will be made in accordance with the ordinances, regulations, and policies of the Authority and this Agreement. The City will not attempt to influence these decisions of such customers. Providing customers with copies of this Agreement, ordinances, rates, regulations, and policies of either Party shall not constitute influence prohibited under this subparagraph.

Section IV. Miscellaneous Provisions

(A) Entire Agreement and Modification. This Agreement constitutes the entire agreement between the Parties. This Agreement constitutes an integration of all forms of communications between the Parties leading to its execution. No oral representations or inducements not included in the written agreement shall be binding on any Party. No modification of this Agreement shall be enforceable unless it is agreed to by all Parties, reduced to writing, and executed with the same formalities as this Agreement. Any agreement hereafter made shall be ineffective to change, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the Party against whom such change, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Parties in Interest. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the Parties hereto) any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement unless otherwise provided by law.

(C) Term. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution. Unless a Party provides notice of termination at least within sixty (60) days prior to the expiration of the initial term of ten (10) years, this Agreement shall automatically renew for one (1) additional ten (10) year term.

(D) Resolution of Disputes. In the event that a dispute arises among the Parties concerning the interpretation or enforcement of this Agreement, the disputing Party shall notify the other Party in writing of its contentions. The respective Parties agree to meet within ten (10) days of the receipt of said notice to discuss possible resolution of the dispute. If the resolution is not resolved at said meeting, the Parties hereto agree to submit the dispute to a mediator agreed upon by the Parties or, if agreement cannot be reached, appointed by the presiding judge of the Superior Court of Henry County. Such mediation shall occur within thirty (30) days of the appointment of the mediator by the presiding judge. If the dispute is not resolved within sixty (60) days after the appointment of the mediator, then either party may proceed to file their respective claims with the Superior Court of Henry County, Georgia. Each Party consents to the jurisdiction of said Court over the Parties and the subject matter of this Agreement. Each of the Parties waive any right they may have to seek remedies through any other legal means.

(E) Authority. The Parties represent and warrant that the Agreement has been duly approved by the governing body of each Party and the signatories are authorized to sign on behalf of their respective

Parties. This Agreement may be signed in counterparts.

(F) Notices. The Parties agree that any notices, requests, or other communications required or desired to be given by one Party to the other Party by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party by: (a) delivering the same in person by courier or process server obtaining written evidence of delivery; (b) depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or (c) depositing the same with a nationally recognized courier service for "next day delivery," addressed to the Party to be notified. Notice shall be effective on the date of delivery to the Party to be notified whether or not receipt is acknowledged by said Party. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

Authority: Henry County Water Authority
 1695 Hwy 20 West
 McDonough, GA 30253
 Attn: General Manager

City: City of Hampton
 17 E. Main Street, South
 Hampton, GA 30228
 Attn: Mayor

In accordance with O.C.G.A. 36-70-23 and O.C.G.A. 36-70-24, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this effective _____ day of _____, 2025.

WARREN HOLDER, Chairperson
Henry County Water Authority



ANN N. TARPLEY, Mayor
City of Hampton

ATTEST:
Clerk
Authority Seal

ATTEST:
Clerk
City Seal 



EXHIBIT A

Sec. 8-3. Towliga River Watershed Overlay.

A. Findings and purpose.

1. Findings of fact. In order to provide for the health, safety and welfare of the public and a healthy economic climate within Hampton and surrounding communities, it is essential that the quality of public drinking water be assured. The ability of natural systems to filter stormwater runoff can be threatened by unrestricted urban and suburban development. Land-disturbing activities associated with development can increase erosion and sedimentation that threatens the storage capacity of reservoirs. In addition, stormwater runoff, particularly from impervious surfaces, can introduce toxicants, nutrients, and sediment into drinking water supplies, making water treatment more complicated and expensive and rendering water resources unusable for recreation. Industrial land uses that involve the manufacture, use, transport and storage of hazardous or toxic waste materials result in the potential risk of contamination of nearby public drinking water supplies.
2. Purpose. The purpose of this section is to establish measures to protect the quality and quantity of the present and future water supply of the City of Hampton, Henry County and Clayton County; to minimize the transport of pollutants and sediment to the water supply; and to maintain the yield of the water supply watershed. This section shall apply to the portions of the following watersheds, which occur within the jurisdiction of the City of Hampton and are hereinafter identified as water supply watersheds.

B. Definitions. Except as specifically described herein, all words in this section shall have their usual and customary meanings. The use of the singular includes the plural and the plural the singular; the present tense includes the future; the use of shall means the action is mandatory, the use of may or should means the action is optional.

1. Authority: The use of the word "authority" shall mean the Henry County Water and Sewerage Authority or the Clayton County Water Authority.
2. Best management practices plan (BMP plan): A plan consisting of a wide range of management procedures, activities, and prohibitions or practices which control the quality and/or quantity of stormwater runoff and which are compatible with the planned land use.
3. Buffer: A natural or enhanced vegetated area located adjacent to reservoirs or perennial streams within a water supply watershed.
4. City: The use of the word "city" shall mean the City Council of the City of Hampton, Georgia.
5. Confined animal feeding operation: A building or fenced enclosure designed and used for holding or fattening of animals in preparation for market. It does not include the pasturing of animals at densities recommended by the best management practices of the Georgia Department of Agriculture as follows: horses—one per 43,560 square feet; cows—one per 43,560 square feet; sheep or goats—one per 20,000 square feet; fowl—20 per 43,560 square feet.
6. Corridor: All land within the buffer areas established adjacent to reservoirs or perennial streams within a water supply watershed.
7. Development or single development: Any project or group of related projects constructed or planned for construction on a single parcel or on contiguous parcels under single ownership.
8. Enforcer: The enforcer is defined as the Zoning Administrator or their designee.
9. Hazardous material: Any substance defined as "hazardous waste" by the Georgia Department of Natural Resources pursuant to O.C.G.A. § 12-8-60 et seq., as hereafter amended.
10. Hazardous waste: Any solid waste which has been defined as "hazardous waste" in regulations promulgated by the Administrator of the United States Environmental Protection Agency pursuant to the Federal Act which are in force and effect on February 1, 1991, codified as 40 C.F.R. Section 261.3, as hereafter amended and any designated hazardous waste. Also any substance defined as "hazardous waste" by the Georgia Department of Natural Resources pursuant to O.C.G.A. § 12-8-60 et seq., as hereafter amended.
11. Impervious surface: A manmade structure or surface that prevents the infiltration of stormwater into the ground below the structure or surface. Examples include, but are not limited to, buildings, roads, driveways, parking lots, decks, swimming pools or patios.
12. Large quantity generator of hazardous waste: Any person, corporation, partnership, association or other legal entity that is defined as a "large quantity generator" by the Georgia Department of Natural Resources pursuant to O.C.G.A. § 12-8-60 et seq., as hereafter amended and that is regulated by the State of Georgia under that section.
13. Natural vegetated area: An undeveloped area largely free from human disturbance where naturally occurring vegetation is allowed to remain undisturbed or is enhanced and maintained by human intervention. Activities specifically allowed in such an area include, but are not limited to:
 - i. Conservation or preservation of soil, water, vegetation, fish, shellfish and other wildlife.
 - ii. Outdoor recreational activities, including hunting, fishing, trapping, bird watching, hiking, boating, horseback riding, swimming, canoeing, skeet and trap shooting.
 - iii. Education, scientific research and nature trails.

- iv. Maintenance or repair of lawfully located roads, structures and utilities used in the service of the public, provided that the work is conducted using best management practices to ensure that negative effects on the previous nature of the land shall be minimized.
- v. Limited excavating, filling and land disturbance necessary for the repair and maintenance of structures necessary to the uses permissible in the area as above.

14. Net acreage: The total acreage of any parcel or combined parcels of land to be developed as a single project, less the sum of the following: total number of acres contained in the 100-year flood hazard area, total number of acres contained in rights-of-way, and the total number of acres contained in detention or retention ponds to be constructed.

15. Net density: The total number of dwelling units divided by the net acreage within the boundaries of any parcel or combined parcels of land to be developed as a single project.

16. Nonconforming use: A land use activity, building or structure legally established prior to adoption of this Ordinance, or subsequent amendment to it, that would not otherwise be permissible under the provisions of this section.

17. Open space: For purposes of this Ordinance, "open space" shall be defined as undisturbed lands or otherwise properties set aside for recreational uses, buffers, common areas, landscape areas, as well as other uses defined under the "open space categories" described below. Buffers and wetlands, if located on lots to be conveyed to private property owners, shall not be considered as "open space." Land contained within the 100-year flood zone shall not be considered as "open space" if located on lots that are to be conveyed to private property owners. Land designated as "open space" is divided into five categories (the "open space categories" or, singularly, an "open space category"):

- * Category A - wetland stream buffers; 100-year flood hazard areas, undisturbed buffers between various land uses, roadside buffers, wildlife sanctuaries, and other forms of buffers, if owned by the developer or a property owners association;
- * Category B - improved and revegetated areas utilized for active recreation, such as ball fields, parks and golf courses;
- * Category C - improved, active recreation areas, such as swimming pools, tennis courts and playgrounds;
- * Category D - state waters, including wetlands, ponds, lakes, if owned by a developer or a property owners association; and
- * Category E - land donated to a governmental entity for public use, provided such land is not located in a wetland or 100-year flood zone.

In order to calculate the total "open space," the total acreage contained within each open space category is multiplied by its respective factor, as set forth below:

- * Category A factor = 1.0
- * Category B factor = 0.7
- * Category C factor = 0.2
- * Category D factor = 0.5
- * Category E factor = 2.0

18. Overlay district: A district that applies supplementary regulations to land previously classified as belonging to a specific zoning district or land-use category.

19. Perennial stream: A stream which flows throughout the year, as indicated by a solid blue line on United States Geological Survey (USGS) 7-Minute Topographic Series Maps (scale of 1/24,000).

20. Reservoir boundary: The edge of a reservoir, defined by its normal pool level (elevation above mean sea level).
21. Utility: Public or private water or sewer piping systems, water or sewer pumping stations, electric power lines, fuel pipelines, telephone lines, roads, driveways, bridges, river/lake access facilities, stormwater systems and railroads.
22. Water quality critical area: The water quality critical area is defined as follows: (a) all land that lies adjacent to the normal pool level of a reservoir and extending either to the ridge line boundary of the watershed or 500 feet whichever is shorter; and (b) all land extending a distance of three miles upstream from the normal pool level of the reservoir that is adjacent to each perennial stream upstream from the reservoir and extending either to the ridge line boundary of the watershed on each side of the perennial stream or 500 feet, whichever is shorter.
23. Water supply watershed: The drainage area (watershed) of lands upstream of a governmentally owned public drinking water intake or water supply reservoir or a proposed public drinking water intake or water supply reservoir.

C. Establishment of watershed districts, descriptions, maps, critical areas and limited development areas.

1. Designation of water supply watershed districts. The following watershed district is hereby established and designated:
 - i. Towliga River.
2. Description of the water supply watershed district.
 - ii. Towliga River. The Towliga River Watershed district is defined as follows: All land that lies on each side of the Towliga River and each perennial stream that flows into the Towliga River to the ridge line from Steel Mills Dam located just north of Locust Grove-Griffin Road to the beginning points of the Towliga River and each perennial stream that drains into the Towliga River in said area.
3. Watershed district map. A map of the water supply watershed district will be maintained by the City and the authority. The city's district map will overlie the official City of Hampton Zoning Map and the said map is hereby incorporated herein and made a part of this section by reference.
4. Water quality critical area.
 - iii. Water quality critical area for the above-stated watershed districts is: (a) all land that lies adjacent to the normal pool level of a reservoir and extending either to the ridge line boundary of the watershed or 500 feet whichever is shorter; and (b) all land extending a distance of three miles upstream from the normal pool level of the reservoir that is adjacent to each perennial stream upstream from the reservoir and extending either to the ridge line boundary of the watershed on each side of the perennial stream or 500 feet, whichever is shorter.
 - iv. The normal pool level elevation of the existing reservoirs of the authority are as follows:
 1. Lower Towliga River Reservoir contour line E. 658.0; and
 2. Upper Towliga River Reservoir contour line El. 720.0.
5. Limited development area. A limited development area is established for the remaining part of the watershed district that is located outside of the water quality critical area to the ridge line of each watershed district.

D. Permit required.

1. Permit requirements. Within the water supply watershed district, no land-disturbing activity, construction or other development, other than certain exempted activities identified within, may be conducted

without a permit from the City and must be in full compliance with the terms of this Ordinance and chapter, and other applicable regulations, including but not limited to, the City of Hampton Subdivision Ordinance, City of Hampton Soil Erosion and Sedimentation Control Ordinance, Hampton Flood Damage Prevention Ordinance and Hampton Stormwater Management Ordinance. All activities that are not permissible as of right or as conditional use shall be prohibited.

2. Exemptions. The following land-use activities are exempted from the development review and permit requirements of this section:
 - i. Agriculture and forestry. Normal agricultural and forestry activities involving planting and harvesting of crops are exempted if they conform to best management practices established by the Georgia Department of Agriculture. Silvicultural activities must conform to best management practices by the Georgia Forestry Commission.
 - ii. Mining activities. All mining activities that are permitted by the Georgia Department of Natural Resources under the Georgia Surface Mining Act, as amended, are exempted.
3. Enforcement. The city, its agents, officers, and employees shall have authority to enter upon privately owned land for the purpose of performing their duties under this Ordinance and may take or cause to be made such examinations, surveys, or sampling as the City deems necessary. Enforcement procedures shall be as provided in section 12-2 of this Appendix.
 - i. The Hampton Planning and Zoning Department is hereby designated as the administrator and enforcement authority of this section.
 - ii. All applications for building permits shall be first submitted to the City of Hampton Planning and Zoning Department building department for issuance of building permits when the application is in compliance with the regulations of this section.
 - iii. Agents and employees of the City and the authority and law enforcement officials of the City and other law enforcement officials having police powers shall have authority to assist the enforcer in enforcement of this section.
 - iv. Any person who commits, takes part in, or assists in any violation of any provision of this section shall be fined not more than \$1,000.00 for each offense. Each violation of this act shall be a separate offense, and, in the case of a continuing violation, each day's continuance shall be deemed to be a separate and distinct offense.
 - v. The enforcer shall have the authority to enforce this section; to authorize issuance of permits thereunder; to address violations and to refer violations to the code enforcement department of the City; to issue citations for violation of this section; to issue administrative orders; and to commence civil and criminal actions.
 - vi. The enforcer or his designee shall have the authority to issue cease and desist orders in the event of any violation of this section. Cease and desist orders may be appealed under subsection (K) hereof.
 - vii. When a building or other structure has been constructed in violation of this section, the violator shall be required to remove the structure.
 - viii. When removal of vegetative cover, excavation or fill has taken place in violation of this section, the violator shall be required to restore the affected land to its original contours and to restore vegetation, as far as practicable, in compliance with the Hampton Soil Erosion and Sedimentation Control Ordinance.
 - ix. All costs, attorney's fees, expert witness fees and other expenses incurred by the City in connection with the enforcement of this section shall be recovered from the violator.

E. Permit review. Applications for a development permit within the above-stated watershed districts shall include the following:

1. Existing ordinances. Each application shall comply with all existing ordinances, amendments thereto and subsequent amendments. Said ordinances include but are not limited to, the Hampton Zoning Ordinance, the Hampton Subdivision Ordinance, City of Hampton Soil Erosion and Sedimentation Control Ordinance, the City of Hampton Flood Prevention Ordinance and the City of Hampton Stormwater Management Ordinance.
2. Additional requirements for development of property located in the watershed districts. In addition to the requirements of each of the above referenced ordinances, site plans or construction improvements plans for development of property shall contain the following additional information:
 - i. The total square feet and acres of property to be developed.
 - ii. Location, dimensions and area (in square feet) of all impervious surfaces, both existing and proposed, on the site.
 - iii. The distance of each impervious structure and surface to the nearest bank of an affected perennial stream and reservoir.
 - iv. The location of each perennial stream that crosses or abuts the site.
 - v. The location of each public reservoir that abuts the site.
 - vi. The location, elevation and orientation of the 100-year floodplain on the site.
 - vii. The site plan submitted shall contain a certification issued by a registered land surveyor or registered engineer verifying the location of the site as being located either within the water quality critical area, the limited development area or outside of both areas.
 - viii. Location and detailed design of any spill and leak collection systems designed for the purposes of containing accidentally released hazardous or toxic materials.
3. Additional requirements for building permits. In addition to the requirements of each of the above-referenced ordinances, the following information shall accompany each building permit requested:
 - i. The total square feet and acres of property to be developed.
 - ii. Location, dimensions and area (in square feet) of all impervious surfaces, both existing and proposed, on the site.
 - iii. The distance of each impervious structure and surface to the nearest bank of an affected perennial stream and reservoir.
 - iv. The location of each perennial stream that crosses or abuts the site.
 - v. The location of each public reservoir that abuts the site.
 - vi. The location and orientation of the 100-year floodplain on the site.
 - vii. The site plan submitted shall contain a certification issued by a registered land surveyor or registered engineer verifying the location of the site as being located either within the water quality critical area, the limited development or outside of both areas.
 - viii. Location and detailed design of any spill and leak collection systems designed for the purpose of containing accidentally released hazardous or toxic materials.
4. Activities to comply with site development plan. All development activities or site work conducted after approval of the site plan shall conform with the specifications of said approved plans. Significant changes to the site plan, that would alter the amount and velocity of stormwater runoff from the site, increase the amount of impervious surface within the development, alter the overall density of development, result in a considerable increase in the amount of excavation, fill or removal of vegetation during construction, or otherwise result in an alteration of the overall appearance of the development as proposed, can be

amended only with the approval of Hampton Planning and Zoning Department. Any such amendments shall also comply with all other applicable ordinances and laws.

5. Exemptions from site development plan requirements.
 - i. Repairs to a facility that is part of a previously approved and permitted development.
 - ii. Accessory structures such as barns, sheds, or additions to single-family dwellings.
6. Duration of permit validity.
 - i. If construction described in the development permit has not commenced within 12 months from the date of issuance, the permit shall expire.
 - ii. If construction described in the development permit is suspended after work has commenced, the permit shall expire 12 months after the date the work ceased. In cases of permit expiration due to abandonment or suspension of work, the landowner shall be required to restore topography to its original contours and restore vegetation as far as practicable.

F. Land use restrictions. The following limitations on permissible uses together with the limitations on land use prescribed under the ordinances of the City of Hampton, the applicable ordinances of Henry County, the laws of the State of Georgia, the regulations of the regulatory agencies of the State of Georgia, laws of the United States of America and the regulations of the regulatory agencies of the United States of America shall apply.

1. Within the water quality critical area. The following limitations on permissible uses shall apply to the water quality critical area:
 - i. Agricultural land use. No confined animal feeding operations may be conducted within the water quality critical area.
 - ii. Commercial establishments. No commercial activity may be conducted within the water quality critical area.
 - iii. Fuel and chemical storage tanks. No above ground or underground fuel or chemical storage tanks shall be allowed in the water quality critical area.
 - iv. Industries. No industrial activity may be conducted within the water quality critical area.
 - v. Landfills and waste disposal. No landfills or wastewater disposal facilities of any kind (except for septic tanks approved by the Henry County Health Department and wastewater disposal facilities owned and operated by the authority) shall be allowed within the water quality critical area.
 - vi. Office. Offices are not permissible within the water quality critical area, except for a home occupation office.
 - vii. Residential land use. Single-family residential lots are permissible if acreage requirements hereinafter set forth are met. Residential lots having no less than two acres when served by a septic tank system and no less than 1.5 acres when served by a public sewer system. The minimum lot width permissible for development with septic tank systems when using a public water system is 150 feet.
 - viii. Toxic and hazardous materials. No facility that stores or disposes of underground fuel or chemical storage tanks shall be allowed in the water quality critical area. No industry or business that generates hazardous waste may be located within the water quality critical area.
2. Within the limited development area. The following limitations on permissible uses shall apply to the limited development area:
 - i. Agriculture. There are no additional limitations on the type of agricultural land use permissible within the limited development area.

- ii. Commercial establishments. Commercial establishments shall only be permissible on land parcels of no less than 1.5 acres if served by a septic tank system and no less than one acre if served by a public sewer system.
- iii. Fuel and chemical storage tanks. Underground fuel and chemical storage tanks will be allowed if they meet all of the requirements set forth by the Georgia Department of Natural Resources Environmental Protection Division.
- iv. Industries. No industry that manufactures toxic or hazardous materials may be located in the limited development area. Only those industries that are not large quantity generators of hazardous waste may be located within the limited development area. Permitted industries must be located on land parcels of no less than ten acres if served by a septic tank system and no less than four acres if served by a public sewer system.
- v. Landfills and waste disposal. No landfills shall be allowed within said area. Septic tanks approved by the county health department and sewage disposal facilities owned and operated by the a public entity will be allowed in this area.
- vi. Office. Offices shall be permissible on land parcels of no less than 1.5 acres if served by a septic tank system and no less than one acre if served by a public sewer system.
- vii. Residential. Single-family residential lots are permissible if acreage requirements hereinafter set forth are met. Residential lots served by a septic tank system shall be a minimum of one acre. Residents served by public sewer system will have the density authorized under the zoning provision for which the property is zoned, however, the total impervious area of all residential developments shall not exceed 25 percent of the total development.
- viii. Toxic and hazardous materials. No facilities that dispose of toxic or hazardous waste may be located within the limited development area. No facility that manufactures, stores or disposes of toxic or hazardous waste may be located within the limited development area.

3. Property abutting perennial streams and perennial streams crossing property located in limited development area. If a perennial stream abuts or crosses any property upon which an industrial facility, office facility, commercial facility, service facility or residential building is located, the following minimal lot sizes will be required:

- i. If served by a septic tank system:
 1. Industrial lots: Ten acres.
 2. Office lots: Two acres.
 3. Commercial establishments: Two acres.
 4. Residential: One acres.
- ii. If served by public sewer system:
 1. Industrial lots: Two acres.
 2. Office lots: One and one-half acres.
 3. Commercial establishments: One and one-half acres.
 4. Residential: The density will be that as set forth in each of the zoned residential districts; provided, however, no lot abutting said stream shall have any more than 20 percent impervious structures located thereon.

G. Impervious surface limitations.

1. Percentage allowed. The percentage of impervious area allowed in the water quality critical area and the limited development area are set forth below. The percentages set forth below shall be determined by

the addition of all land areas to be covered by impervious structures during the development of the property (i.e., roads, public streets, driveways, houses, buildings, parking areas).

- i. Water quality critical area. No more than 20 percent of the land area of any parcel on which a new development is placed may be covered by impervious surface within the water quality critical area.
- ii. Limited development area. No more than 25 percent of the land area of any parcel on which a new development is placed may be covered by impervious surface within the limited development area.
- iii. The impervious surfaces for industrial, commercial, offices, institutional, public and multifamily residential development within the limited development area may be more than 25 percent impervious surfaces provided the following structural stormwater controls are taken:
 1. Stormwater management plan detailing the stormwater control structures proposed for the development shall be required. Said plan shall be in conformity with the requirements of the City's stormwater management ordinance, as amended from time to time. The preferred structure control is wet detention pond which shall be located on-site, or, as a part of a regional pond where available. The design standards for detention ponds intended for watershed protection shall be found in the City's Construction Standards Manual, as amended from time to time. The construction of all stormwater controls designed for watershed protections shall be completed and have received final inspection approval from the City building department prior to issuance of the certificate of occupancy for buildings or final plat approval if developed as an industrial, business or office park.
 2. Channelization of perennial streams shall be prohibited, except for road crossings, erosion and sedimentation control or stormwater management control devices.
 3. All permanent stormwater control structures and easements for maintenance and access shall be recorded in the final plat of the property in accordance with the subdivision ordinance and stormwater management ordinance. The developer shall submit a detailed long-term schedule for inspection and maintenance of stormwater control structures. The schedule shall include a legal agreement for maintenance responsibility between the local government and property owner. No final plat approval or building occupancy permit shall be issued until a fully executed maintenance agreement has been executed and accepted by the City.
Inspections can include, but are not limited to:
 - (i) Initial review of stormwater management plan which must occur prior to issuance of development permit or building permit.
 - (ii) Inspection prior to burial of any underground drainage structure.
 - (iii) Erosion and sedimentation control inspections, as required on the approved project soil erosion and sedimentation control plan, and, the City soil erosion and sedimentation control ordinance.
 - (iv) A final inspection when all work including installation of drainage facilities has been completed.
 - (v) Inspection prior to final subdivision plat approval for acceptance of public improvements (streets, stormwater management and drainage facilities).
 - (vi) Subsequent inspections, measurement, and enforcement actions as necessary to ensure continued functioning of the facilities for stormwater management and watershed protection.
4. A development may participate in a regional wet detention pond program which has been established by one or more public or private entities subject to the following conditions:

- (i) Runoff from the development drains into a regional stormwater management control facility approved by the City.
- (ii) An agreement between the City and the landowner has been executed which guarantees participation in the regional stormwater arrangement of the property and the detention pond.
- (iii) Construction of a regional detention pond meets or exceeds the design requirements of the City stormwater management ordinance.

5. A development may provide an alternative method for stormwater control other than a wet detention pond provided that it is in compliance with the City stormwater management ordinance, and design criteria for pollutant removal equivalent to those associated with wet detention ponds included in the City of Hampton Construction Standards Manual, as amended.

- iv. Impervious surface setbacks.
 - 1. Water quality critical area. No impervious structure shall be constructed within 200 feet of the normal pool level of the reservoir or of any perennial stream located in the water critical area.
 - 2. Limited development area. No impervious surface shall be constructed within a 150-foot setback area on both sides of a perennial stream as measured from the stream banks in the limited development area.
- 2. Impervious surface setbacks.
 - i. Water quality critical area. No impervious structure shall be constructed within 200 feet of the normal pool level of the reservoir or of any perennial stream located in the water quality critical area.
 - ii. Limited development area. No impervious surface shall be constructed within a 150-foot setback area on both sides of a perennial stream as measured from the stream banks in the limited development area.
- 3. Vegetative setbacks/buffers.
 - i. Stream buffers within water quality critical area. A natural or enhanced vegetative buffer shall be maintained for a distance of 150 feet from the normal pool level of a reservoir and 100 feet on both sides of a perennial stream as measured from the banks.
 - ii. Stream buffers within the limited development area. A natural or enhanced vegetative buffer shall be maintained for a distance of 100 feet on both sides of a perennial stream as measured from the stream's banks.
 - iii. Silvicultural BMPs. Notwithstanding any other provisions of this section, forestry practices, in accordance with a forest management plan that incorporates best management practices (BMPs) approved by the Georgia Forestry Commission, shall be permissible in the buffer areas. However, no trees or vegetation shall be removed any closer than 25 feet on each side of any perennial stream.
 - iv. Agricultural BMPs. Notwithstanding any other provisions of this section, the continued cultivation of agricultural crops and the occasional pasturing of livestock shall be permissible within the buffer area, provided that the best management practices of the Georgia Department of Agriculture are followed.
- 4. Septic tank drain field restrictions. Septic tanks and septic tank drain fields are prohibited in the setback area established in subsections (G)(2) and (3).
- 5. Hazardous materials handling. New facilities located within the water supply watershed district that handle hazardous materials of a type and amounts requiring a permit from the department of natural

resources or that require disposal by a hazardous materials handler permitted or licensed by the department of natural resources at a hazardous materials facility, shall perform their operations on impermeable surfaces having spill and leak collection systems. Such spill and leak collections systems shall be shown on the site plan in detail and must be approved, as part of the site plan, by the enforcer.

6. Soil erosion and sedimentation control. All developments and land disturbing activity within the Watershed districts shall comply fully with the Soil Erosion and Sedimentation Control Ordinance of the City of Hampton.

H. Nonconforming uses.

1. Previous uses preserved generally. The lawful use of any building, structure or land use existing at the time of the enactment of this section may be continued, even though such use does not conform with the provisions of this section except that the nonconforming structures of use shall not be:
 - i. Changed to another nonconforming use;
 - ii. Re-established after discontinuance for one year;
 - iii. Extended except in conformity with this section; or
 - iv. Structurally altered, except for repairs necessary for the continuation of the existing use.
2. Replacement of nonconforming uses. The replacement of nonconforming uses shall be in compliance with article VII of the Zoning Ordinance of the City of Hampton, as hereinafter amended.
3. Application to projects partially complete. For any development which has received, before the effective date of this Ordinance, either preliminary plat approval, site plan approval, building permit or other relevant permits provided by the City and for which substantial work has been completed or substantial investment made in reliance upon such a permit, any future work included in said plat or plan may be completed without being subject to the additional regulations imposed in this section. Any significant additions, expansions, or phases that deviate significantly from said plat or plan or that have not yet received a permit shall be subject to the provisions of this section.

I. Pre-existing conditions. All parcels of land within the Watershed districts that do not conform to the space requirements or come within the permitted uses or the minimum standards hereinafter set out shall be governed by the Hampton Zoning Ordinance as set out in this chapter, as it relates to nonconforming use activities. No property owner within said district or area, nor successors in title, who is engaged in a use which is rendered nonconforming by this section, shall be required to limit, restrict, amortize, or discontinue such use within the boundaries of his property. Nothing in this section shall require any change in development or proposed use of properties which are presently under development or preliminary plat has been submitted and approved as of the effective date of this section. All parcels of tracts of land within said district or area shall be subject to the rules and regulations of the Henry County Health Department.

J. Variances.

1. When issued. The City Council may authorize upon appeal in individual cases, such variances from the terms of this Ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this section will, in an individual case, result in unnecessary hardship, so that the spirit of this Ordinance shall be observed. Such variance may be granted in such individual cases of practical difficulty or hardship only upon a finding by the enforcer that a majority of the following conditions apply:
 - i. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography;
 - ii. The application of this section to this particular piece of property would create an unnecessary hardship;

- iii. Relief, if granted, would not cause substantial detriment to the water quality of [watershed] district or impair the purposes and intent of this section;
- iv. The special circumstances surrounding the request for a variance are not the result of acts by the applicant;
- v. The variance is not a request to permit a use of land, buildings or structures which is not permissible in the district involved; and
- vi. The variance will not result in an increase of the impervious surface of the development beyond that prescribed according to subsection (G).

2. Conditions. The Hampton Planning and Zoning Department may, as a condition of variances to certain provisions of this Ordinance, require alternative measures to be taken by the applicant such that the purpose of this Ordinance may be achieved through alternative means.

3. Stormwater treatment.

- i. To the extent any project or development receives a variance under the requirements of this Ordinance or is developed as part of a Planned Development district or in the R-3, RM and RHM districts, the preparation of a stormwater best management practices plan (BMP plan) and treatment of stormwater is required. Other types of development permitted under this Ordinance may also require a BMP plan and stormwater treatment.
- ii. If it is determined by the Henry County Water and Sewerage Authority that the proposed variance or the development may result in the degradation of water quality, a stormwater best management practices (BMP's) plan will be required. The BMP plan shall be prepared by a professional engineer and shall be designed to provide water quality treatment for the first inch of water runoff from all proposed impervious areas disturbed by the proposed project. This plan must be approved by the Hampton Planning and Zoning Department, and the Henry County Water and Sewerage Authority prior to approval of the request for variance. The BMP plan shall be included in and made a part of the stormwater management report (SWMR) that is required under the Hampton Stormwater Management Ordinance.
- iii. Elements of the BMP plan may include, but are not limited to:
 - * Check dams. Dams constructed across a drainage swale or ditch to minimize erosion by reducing stormwater velocity.
 - * Energy dissipation devices. Paved or riprapped channel sections placed below storm drain outlets to reduce flow velocity.
 - * Water quality inlets. Specially constructed stormwater inlets designed to remove sediment, debris, oils, and greases from stormwater.
 - * Such other water treatment facilities that are deemed necessary to treat the runoff water before said water enters the streams of the drainage district.
 - * Buffer zones. Strips of undisturbed, original land or vegetation surrounding the land-disturbed site to reduce stormwater velocities and filter pollutants.
 - * Grass swales and filter strips. Vegetative drainage conveyances, used in lieu of storm drains, designed to reduce flow rates and provide filtering/infiltration of stormwater.
 - * Dry detention ponds. Dry surface storage areas designed to collect and store stormwater runoff and to provide settling of pollutants.
 - * Wet detention ponds. Wet storage ponds designed to collect and store stormwater runoff and to provide settling of pollutants.

* Wetland plantings. Areas designed to collect, store, and treat stormwater runoff using appropriate wetland vegetation.

- iv. The SWMR and the BMP plan shall be submitted to the Henry County Water and Sewerage Authority ("authority") for its review. The authority's report shall determine whether or not the SWMR and the BMP plan meet the requirements of this Ordinance. No development or building permit shall be issued until the SWMR and the BMP plan has been approved by the authority. If, during the course of the development the Henry County Water and Sewerage Authority finds that the developer is in violation of the SWMR or the BMP plan, the authority will issue a stop work order. Upon the issuance of the stop work order, all development and construction on the project shall immediately cease until the developer is in full compliance with the terms of this Ordinance.

K. Appeals. Decisions made by the enforcer may be appealed to the Hampton City Council. Notice of the appeal must be filed with the City clerk within ten days of the decision rendered by the enforcer. The notice of appeal shall contain a written statement specifying the errors made by the enforcer and the specific relief requested by the party appealing. A public hearing will be conducted by the City Council at either a regular or special called meeting of the Council. Written notice of the time and place of the hearing shall be given to the party appealing at least three days prior to the date of the hearing.

L. Amendments. These regulations and the Watershed District Map may from time to time be amended in accordance with procedures and requirements in the general statutes.

M. Assessment relief. Assessors and boards of assessors shall consider the requirements of these regulations in determining the fair market value of land.

N. Separability and abrogation. All sections and subsections of this Ordinance are considered separate and distinct. Should any section, subsection, paragraph or part of this section be declared by a court of jurisdiction to be invalid for any reason, it shall not invalidate any other section, subsection, paragraph or part of this section.

(Ord. No. 457, § 1, 8-14-18)