



September 06, 2016 9:00 am

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman Jeff Yawn
3. Recognitions/Public Presentations:
 - A) Presentation of Retirement for Thomas Hendrix, Maintenance Worker, Public Works Department, after 13 years of service.
 - B) Recognition of Alex Smith, County Coordinator for Concerted Services, Inc., with an update on the utility discount program.
 - C) Recognition of the recent hiring of Tracy Nesmith for the Fire Prevention Officer position and the promotion of Chris Applebee to Lieutenant within the Statesboro Fire Department.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 08-16-2016 Council Minutes
 - b) 08-16-2016 Executive Session Minutes
 - B) Consideration of a Motion to award the purchase of a regular cab truck to Allan Vigil Ford, Inc. per State of Georgia Purchasing Contract # SWC 99999-SPD-ES49199373-0002 in the amount of \$21,820.00 for the Engineering Division. This truck was approved by City Council in the budget in the amount of \$26,000.00 using General Fund CIP funds.
 - C) Consideration of a Motion to award the purchase of a regular cab truck to Allan Vigil Ford, Inc. per State of Georgia Purchasing Contract # SWC 99999-SPD-ES49199373-0002 in the amount of \$21,820.00 for the Stormwater Division. This truck was approved by City Council in the budget in the amount of \$26,000.00 using Stormwater revenue funds.
 - D) Consideration of a Motion to set the due date of December 20, 2016 for the City of Statesboro Property Tax Bills.
6. Consideration of a Motion to approve an application for the Alcohol Ordinance Sec.6-17(d) "Exemptions to Open Container Prohibition" that will allow for a one day event on October 22, 2016 from 2:00 pm until 10:00 pm.
 - a) Eagle Creek Brewing Company

7. Consideration of a Motion to adopt **Ordinance 2016-08**: An Ordinance to adopt the amended City of Statesboro Speed Control Ordinance and the accompanying Lists of Street number 08242016 in order to enforce speed limits within the city limits utilizing speed detection devices.
8. Consideration of a Motion to award a contract to Southeastern Civil, Inc. for the "Beasley Road Drainage Improvements" in the amount of \$227,800.00. Construction to be paid for through 2013 SPLOST funds, Project # STM-113.
9. Considerations of a Motion to award the purchase of a CNG refuse truck to New Way Manufacturing per the NJPA contract, in the amount of \$307,788.05. This truck is budgeted in fiscal year 2017 from 2013 SPLOST funds under CIP# SWC-8.
10. Consideration of a Motion to approve a contract for Engineering Services to Amec Foster Wheeler Engineering in the base amount of 115,000.00 and a "Not to Exceed" amount of \$160,000.00.
11. Consideration of a Motion to approve **Resolution 2016-34**: A Resolution setting the millage rate for ad valorem (property) taxes for the 2016 calendar year for the city of Statesboro, Georgia at 6.358.
12. Consideration of a Motion to approve **Resolution 2016-35**: A Resolution to approve the amendment of the City of Statesboro's Georgia Municipal Association 401(a) Defined Contribution Plan Adoption Agreement.
13. Other Business from City Council
14. City Managers Comments
15. Public Comments (General)
16. Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" in accordance with **O.C.G.A. §50-14-3 (2012)**
17. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
August 16, 2016**

A regular meeting of the Statesboro City Council was held on August 16th, 2016 at 5:30 p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones and Jeff Yawn. Also present were Deputy City Manager Robert Cheshire and City Clerk Sue Starling. City Attorney Alvin Leaphart joined the meeting via the phone. Councilman Travis Chance and Councilman John Riggs were absent.

The meeting was called to order by Mayor Jan J. Moore
The Invocation and Pledge of Allegiance was led by Councilman Sam Lee Jones

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes**
 - a) 08-02-2016 Council Minutes**
 - b) 08-02-2016 Executive Session Minutes**
 - c) 08-09-2016 Called Council Minutes**

Councilman Yawn made a motion, seconded by Councilman Jones to approve the consent agenda in its entirety. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Update from the Alcohol Advisory Board.

Chairman of the Alcohol Advisory Board, Patrice Buckner Jackson updated Council on the items from the Board's last meeting which included the vendors for alcohol training and catering events. Mayor Moore asked the Board to review the alcohol section for pricing especially in reference to "Happy Hour".

Public Hearing and Consideration of a Motion to approve: APPLICATION # V 16-07-01: Jennifer Ronneburger requests a variance from Article XV Section 1509(C) Table 5 of the Statesboro Zoning Ordinance regarding the maximum number of total square feet for a building sign in Sign District 3 for 101 Brampton Avenue (Tax Parcel # MS74 000198 006).

Councilman Yawn made a motion, seconded by Councilman Boyum to open the Public Hearing. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Director of Community Development Frank Neal outlined the request and stated that City Staff has recommended denial of the request while the Planning Commission recommended approval. Jennifer Ronneburger spoke in favor of the request.

The Marker District Architect Committee spokesperson had no objections to the request.

Councilman Yawn made a motion, seconded by Councilman Boyum to close the Public Hearing. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Boyum made a motion, seconded by Councilman Jones to approve **APPLICATION # V 16-07-01**: Jennifer Ronneburger requests a variance from Article XV Section 1509(C) Table 5 of the Statesboro Zoning Ordinance regarding the maximum number of total square feet for a building sign in Sign District 3 for 101 Brampton Avenue (Tax Parcel # MS74 000198 006). Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Consideration of a Motion to authorize the City Manager to enter into negotiations with the Ecological Planning Group for a contract to provide a Storm Water Master Plan. This contract will be presented to Council at a later meeting for approval.

Councilman Boyum made a motion, seconded by Councilman Yawn to authorize the City Manager to enter into negotiations with the Ecological Planning Group for a contract to provide a Storm Water Master Plan. This contract will be presented to Council at a later meeting for approval. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Consideration of a Motion to approve the purchase of Fiscal Year 2017 replacements of desktop and laptop computers utilizing the State of Georgia Procurement Contract from Dell in an amount not to exceed \$67,500.00.

Councilman Yawn made a motion, seconded by Councilman Jones to approve the purchase of Fiscal Year 2017 replacements of desktop and laptop computers utilizing the State of Georgia Procurement Contract from Dell in an amount not to exceed \$67,500.00. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Consideration of a Motion to award a Contract to Ellis Wood Contracting for the "City of Statesboro Street Resurfacing - West Parrish" in the amount of \$187,424.50. Project budget is \$300,000.00. Construction to be paid for through 2013 SPLOST funds, Project # ENG-110.

Councilman Yawn made a motion, seconded by Councilman Boyum to award a Contract to Ellis Wood Contracting for the "City of Statesboro Street Resurfacing - West Parrish" in the amount of \$187,424.50. Project budget is \$300,000.00. Construction to be paid for through 2013 SPLOST funds, Project # ENG-110. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Consideration of a Motion to award a professional services design contract for the design of a sidewalk on East Main from Lester Road to Sandy Hill Apartments to Maxwell-Reddick and Associates in the amount of \$23,800.00. This project, if approved, will be paid for out of 2013 SPLOST funds.

Councilman Boyum made a motion, seconded by Councilman Yawn to award a professional services design contract for the design of a sidewalk on East Main from Lester Road to Sandy Hill Apartments to Maxwell-Reddick and Associates in the amount of \$23,800.00. This project, if approved, will be paid for out of 2013 SPLOST funds. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote

Consideration of a Motion to approve Resolution 2016-33: A Resolution approving the uncollected personal property tax bill list for 2014.

Councilman Yawn made a motion, seconded by councilman Jones to approve Resolution 2016-33: A Resolution approving the uncollected personal property tax bill list for 2014. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Other Business from City Council

Councilman Sam Jones gave an update on the “Stop the Violence” program he attended several months ago. He also stated the organization would like to have Statesboro participate in the program.

City Managers Comments

Director of Community Development Frank Neal gave an update on the Retail Strategies project. Deputy City Manager Robert Cheshire stated the property tax millage rate of 6.358 would be proposed on the next council agenda

Public Comments (General) None

Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” in accordance with **O.C.G.A.§50-14-3 (2012)**

At 6:25 pm, Councilman Yawn made a motion, seconded by Councilman Jones to enter into Executive Session. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

At 6:55 pm, Councilman Yawn made a motion, seconded by Councilman Jones to exit Executive Session. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Mayor Moore called the regular meeting back to order with no action being taken.

Consideration of a Motion to Adjourn

Councilman Yawn made a motion, seconded by Councilman Boyum to adjourn the meeting. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

The meeting was adjourned at 6:55 pm.



City of Statesboro
Department of Public Works and Engineering

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMO

To: Robert Cheshire, Deputy City Manager
From: Jason Boyles, Director of Public Works & Engineering
Date: August 25, 2016
Re: Purchase Award Recommendation for (1) Pickup Truck for the Engineering Division

This award recommendation is for the purchase of one (1) pickup truck for the Engineering Division per Georgia State Purchasing Contract # SWC 99999-SPD-ES49199373-0002 in the amount of \$21,820.00. This amount is within the approved budget of \$26,000.00 which leaves funds available for upfitting with necessary safety equipment, etc. This truck will be funded by the CIP Fund. If approved, this purchase will be made through the State contract holder, Allan Vigil Ford, in accordance with the terms of the State purchasing contract.

As a local government in Georgia we are allowed to utilize this state contract as it has already been through a competitive bid process by the State of Georgia. In fact, the City of Statesboro has purchased several vehicles from this vendor under this contract.

The Purchasing Director and I recommend a purchase award be made to Allan Vigil Ford, Inc in the amount of \$21,820.00. This amount includes all standard features and selected options, including delivery, under the contract.

Please let me know if you have any concerns or comments on this.

Cc: Darren Prather, Purchasing Director
Brad Deal, PE, City Engineer



City of Statesboro
Department of Public Works and Engineering

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMO

To: Robert Cheshire, Deputy City Manager
From: Jason Boyles, Director of Public Works & Engineering
Date: August 25, 2016
Re: Purchase Award Recommendation for (1) Pickup Truck for the Stormwater Division

This award recommendation is for the purchase of one pickup truck for the Stormwater Division per Georgia State Purchasing Contract # SWC 99999-SPD-ES49199373-0002 in the amount of \$21,820.00. This amount is within the approved budget of \$26,000.00 which leaves funds available for upfitting with necessary safety equipment, etc. This truck will be funded by Stormwater revenues. If approved, this purchase will be made through the State contract holder, Allan Vigil Ford, in accordance with the terms of the State purchasing contract.

As a local government in Georgia we are allowed to utilize this state contract as it has already been through a competitive bid process by the State of Georgia. In fact, the City of Statesboro has purchased several vehicles from this vendor under this contract.

The Purchasing Director and I recommend a purchase award be made to Allan Vigil Ford, Inc in the amount of \$21,820.00. This amount includes all standard features and selected options, including delivery, under the contract.

Please let me know if you have any concerns or comments on this.

Cc: Darren Prather, Purchasing Director
Brad Deal, PE, City Engineer
Marcos Trejo, Stormwater Manager



CONTRACT RENEWAL NO.2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	DOAS State Purchasing Division
Supplier's Full Legal Name:	Allan Vigil Ford Inc.
Contract No.:	SWC 99999-SPD-ES49199373-0002
Solicitation No./Event ID:	99999-SPD-ES49199373
Solicitation Title/Event Name:	Vehicles, Administrative (Regular and Alternatively Fueled)
Contract Award Date:	11/16/2013
Current Contract Term:	12/1/2014-11/30/2015
Amendment No.:	2

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	12/1/2015
End Date of New Contract Term:	11/30/2016

The parties agree the contract will expire at midnight on the date defined as the

CITY OF STATESBORO
P O BOX 348
STATESBORO, GEORGIA 30459
Telephone (912) 764-5468 Fax (912) 764-4691

APPLICATION FOR SEC. 6-17(d) EXEMPTIONS TO OPEN
CONTAINER PROHIBITION.
20 DAY NOTICE IS REQUIRED BEFORE THE EVENT

DATE OF APPLICATION 8-3-16

DATE OF EVENT 10/22/16

TIME OF EVENT 2pm - 10pm

LOCATION OF EVENT East Creek Brewery Company

TYPE OF EVENT (DETAILED DESCRIPTION) Outdoor stage
music and good event

PRODUCTS TO BE SERVED: BEER WINE LIQUOR

DESCRIPTION OF THE AREA, INCLUDING THE SIZE AND THE MAXIMUM
NUMBER OF PERSONS FOR SUCH AREA

Front parking lot of Brewery
1000 persons

DESCRIPTION OF THE METHOD AND STRUCTURES THAT WILL BE USED
TO SECURE AND SEPARATE SUCH AREA FROM OTHER PUBLIC AREAS

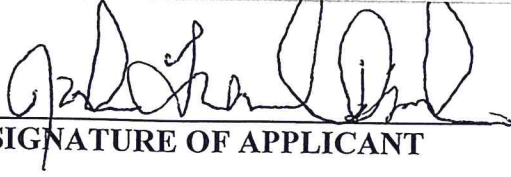
Temporary fencing and mobile barriers,

ATTACH AN 8 1/2 x 11 INCH MAP OF THE AREA BEING CLOSED OFF.

NAME OF APPLICANT

John Franklin Dismuke

SIGNATURE OF APPLICANT



DATE

8/4/16

OFFICE USE:

APPROVED BY INTERIM POLICE CHIEF ROB BRYAN

SIGNATURE

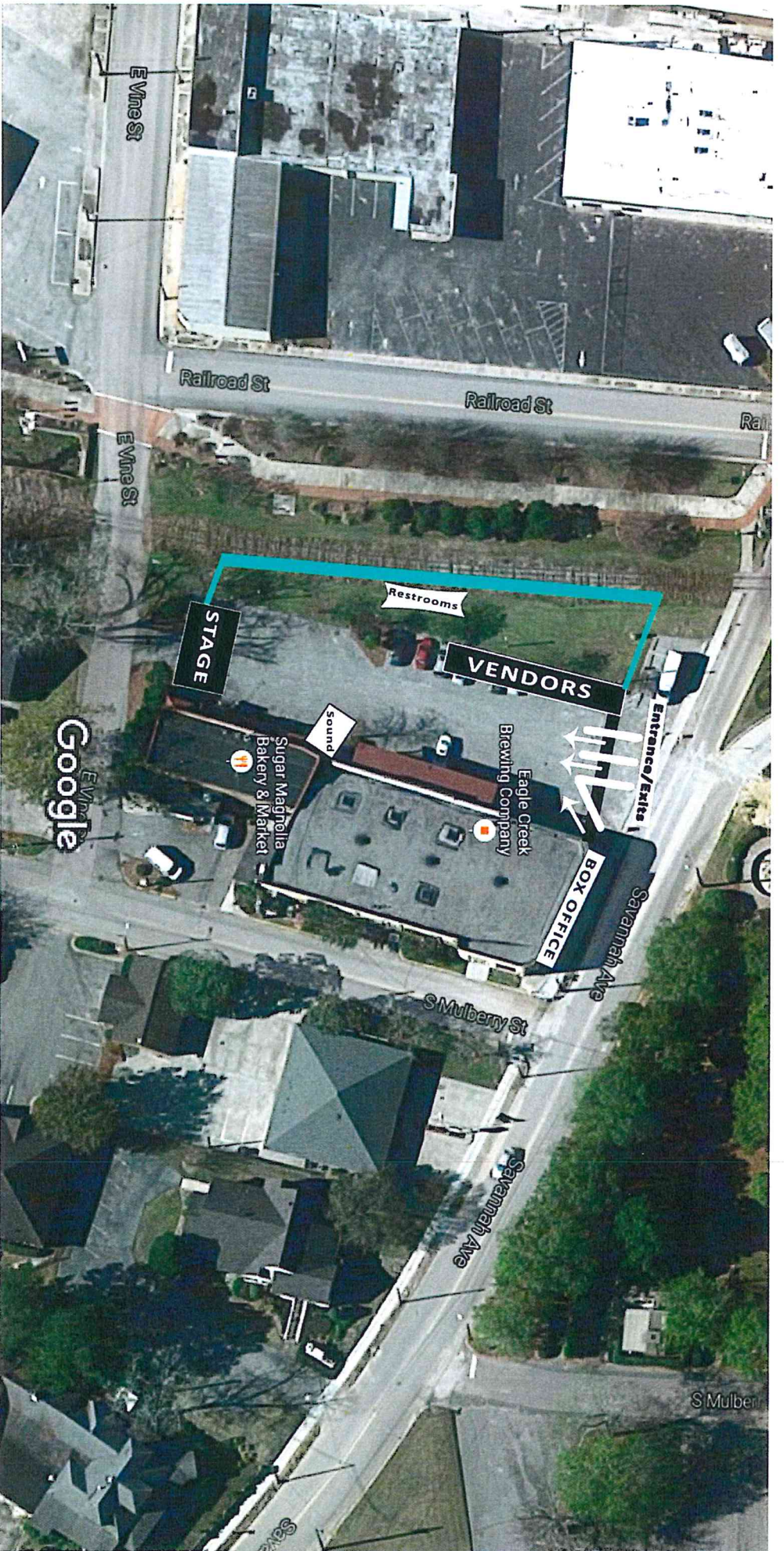


DATE

8/22/16

DATE OF COUNCIL MEETING

DATE APPROVED BY MAYOR AND CITY COUNCIL



Eagle Creek Brewing Company
John Franklin Dismuke

Please enter your recommendations and comments with your full name.

Exemptions To Open Container Prohibition

Department Full Name Recommendation Comments

Police Department	Robert Bryan	Approved 8/22/16	Concur with the recommendation made by SFD. Licensee must ensure compliance with all City Ordinances.
Fire Department	Jeffrey Flake	Approve	Must maintain the barrier as they did with the first event with the controlled entrance and exits and have the proper number of employees with crowd manager training and maintain the occupant load inside at 83 or below.
Public Works	Robert Seamans	Approve 08/09/16	As long as they are confined to the parking lot, using the sidewalks and not impacting the streets. No street closures. No city PW staff needed. RAS



Memo

To: Robert Cheshire, P.E., Deputy City Manager
From: Brad Deal, P.E., City Engineer
David Campbell, Assistant City Engineer
Date: August 29, 2016
Re: **List of Roads for Statesboro Speed Limit Ordinance**

Mr. Cheshire,

Attached for Mayor and City Council's consideration and adoption is the 2016 List of City Street Speed Limits as recommended by the City Engineering Department and approved by Georgia Department of Transportation (GDOT). The Engineering Division has been working along with the Police Department and GDOT on updating the current speed limit list for Statesboro's streets and roads. This revision deleted the school zone of the old Sallie Zetterower Elementary School on Brannen Street and revised the mileage of 10 roads. The next step is for the list to be adopted as an ordinance by the Mayor and City Council.

Adoption of this document by Mayor and City Council is one of the steps required by the state to allow the use of approved speed detection devices (SDD) (e.g. radar or laser detectors) to enforce city and state speed limits inside Statesboro's city limits. This process is repeated every three years or when major speed changes occur within the city limits. After the document has been adopted by City Council and signed by the Mayor, they will be sent back to GDOT for documentation and filing.

The entire process will culminate with the Department of Public Safety issuing the City of Statesboro a SDD Certificate that allows us to use approved SDDs to enforce speeds for a period of three years. At present, the City of Statesboro has a SDD Certificate set to expire on December 31, 2016.

The adoption of the 2016 List of City Streets Speed Limits is a recurring process for the City of Statesboro, with the goal of being certified to use SDDs to enforce speed limits within the city limits. If you have any questions please let us know and we will clarify further. Thank you for your consideration of this request.

Attachments: GDOT Cover Letter
List of Streets Speed Limits for the City of Statesboro

Cc: Jason Boyles, Director of Public Works and Engineering
Rob Bryan, Interim Chief of Police
Kaleb Moore, Patrol/Support Services Bureau

ORDINANCE #2016-08: AN ORDINANCE REGARDING SPEED LIMIT ENFORCEMENT USING SPEED DETECTION DEVICES

THAT WHEREAS, the City of Statesboro has numerous streets and highways, some local, state, and federal, which must be patrolled within the City Limits; and

WHEREAS, part of the reason for patrolling is to monitor and enforce speed limits on these streets and highways; and

WHEREAS, the State Department of Transportation must approve a list of such streets periodically upon which the speed limits may be enforced using speed detection devices, and the Department, the Statesboro Director of Public Safety and City Engineer of said streets have conferred and recommended the attached list of streets;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled as follows:

Section 1. That the City of Statesboro hereby request that the list of roadways, List Number 08242016, attached hereto and incorporated herein as a part of this Ordinance, be approved by Georgia Department of Transportation for the use of speed detection devices.

Section 2. That the City of Statesboro hereby approves the list of roadways, List Number 08242016, attached hereto and incorporated herein as a part of this Ordinance, as the adopted speed limits for the streets named therein.

Section 3. That this Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

Adopted Reading: September 6, 2016

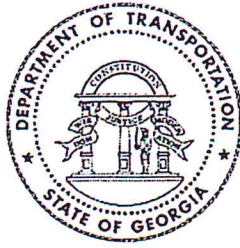
MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

By: Jan Moore, Mayor

Date

Attest: Sue Starling, City Clerk

Date



August 24, 2016

RE: List Number 08242016
City of Statesboro, Bulloch County

LIST OF ROADWAYS – REVISION

Brad Deal, P.E.
City Engineer
City of Statesboro
P.O. Box 348
Statesboro, Georgia 30459

Dear Mr. Deal:

Attached are two (2) copies of a proposed list of roadways for the Speed Ordinance in Bulloch County. Please have this list adopted by your council and **return one (1) of the original, signed copies (with original signatures)**, to this office (PO Box 610, Jesup, GA 31598) for filing (**any changes or photocopies are not acceptable**).

If you have any questions or comments, please contact Doug Stephens of this office at (912) 530-4398 or P.O. Box 610, Jesup, Georgia 31598.

Yours very truly,

FOR: Bradford W. Saxon, P.E.
District Engineer

A handwritten signature in black ink, appearing to read "Cynthia Y. Phillips".

BY: Cynthia Y. Phillips
District Traffic Engineer

CYP: DBB: djs

The City of Statesboro is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
CITY OF STATESBORO

ON-SYSTEM

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 24	STATESBORO	S.R. 26/US 80	0.00	CR 459 Packing House Rd.	0.33	0.33	35
S.R. 24	STATESBORO	CR 459 Packing House Rd.	0.33	S.R. 73 Bypass	1.12	0.79	45
S.R. 24	STATESBORO	S.R. 73 Bypass	1.12	CR 340 Beasley Rd. (E. Statesboro City Limits)	1.72	0.60	45
S.R. 26 US 80	STATESBORO	0.07 mi. West of CR 692 Fox Lake Rd. (W. Statesboro City Limits)	16.00	CR 622 Williams Rd.	16.87	0.87	45
S.R. 26 US 80	STATESBORO	CR 622 Williams Rd.	16.87	S.R. 24	18.37	1.50	35
S.R. 26 US 80	STATESBORO	S.R. 24	18.37	S.R. 73 Bypass	19.70	1.33	40
S.R. 26 US 80	STATESBORO	S.R. 73 Bypass	19.70	0.06 mi. West of CR 342 Rushing Rd. (E. Statesboro City Limits)	20.72	1.02	45
S.R. 67	STATESBORO	0.22 mi. South of S.R. 67 Bypass (S. Statesboro City Limits)	16.90	CS 673 Gentilly Rd.	18.43	1.53	45
S.R. 67	STATESBORO	CS 673 Gentilly Rd.	18.43	CS 699 Zetterower Ave.	19.35	0.92	35
S.R. 67	STATESBORO	CS 699 Zetterower Ave.	19.35	S.R. 73/US 301	19.74	0.39	30
S.R. 67	STATESBORO	S.R. 73/US 301	19.74	CS 702 East Cherry St.	20.24	0.50	35
S.R. 67	STATESBORO	CS 702 East Cherry St.	20.24	S.R. 26/US 80	20.81	0.57	30
S.R. 67 BYPASS	STATESBORO	S.R. 67	0.00	0.15 miles south of Old Register Rd	2.15	2.15	50
S.R. 67 BYPASS	STATESBORO	0.15 mi south of Old Register Rd	2.15	0.26 mi north of SR 73/US301 (S. Statesboro City Limits)	2.60	0.45	45
S.R. 73 US 301	STATESBORO	S.R. 67 Bypass (S. Statesboro City Limits)	12.18	0.10 mi. south of Rucker Lane.	12.73	0.55	45

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 73 US 301	STATESBORO	0.10 mi. south of Rucker Lane.	12.73	S.R. 67	14.14	1.41	35
S.R. 73 US 301	STATESBORO	<i>This segment of roadway runs common with State Route 67 from M.P. 14.14 to M.P. 15.21.</i>					
S.R. 73 US 301	STATESBORO	S.R. 26/US 80	15.21	CR 451 Shelby St.	15.89	0.68	35
S.R. 73 US 301	STATESBORO	CR 451 Shelby St.	15.89	S.R. 73 Bypass (N. Statesboro City Limits)	16.80	0.91	45
S.R. 73 BYPASS	STATESBORO	S.R. 73/US 301	0.00	0.28 mi. North of S.R. 26/US 80	2.17	2.17	55
S.R. 73 BYPASS	STATESBORO	0.28 mi. North of S.R. 26/US 80	2.17	0.28 mi. South of Brannen St. Conn.	2.73	0.56	45
S.R. 73 BYPASS	STATESBORO	0.28 mi. South of Brannen St. Conn	2.73	S.R. 67	4.53	1.80	50

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Beasley Rd.	STATESBORO	East Main St.	Jones Mill Rd.	0.90	35
Beasley SCHOOL ZONE	STATESBORO Mill Creek Elementary	East Main St.	Brannen Rd.	0.33	25
Beasley Rd.	STATESBORO	Jones Mill Rd.	Northside Dr. East	0.80	45
Bermuda Run Rd.	STATESBORO	Fair Rd.	Brampton Ave.	0.47	35
Brampton Ave.	STATESBORO	Fair Rd.	SR 73 Bypass	0.62	35
Brannen St.	STATESBORO	Fair Rd.	Gentilly Rd.	0.92	25
Brannen St.	STATESBORO	Gentilly Rd.	Cawana Rd.	1.19	35
Broad St.	STATESBORO	Savannah Ave.	Brannen St.	0.60	25
Bruce Dr.	STATESBORO	Vista Circle	Shady Trail	0.60	25
Bulloch St.	STATESBORO	South Main St.	Johnson St.	0.60	25
Carmel Dr.	STATESBORO	Northside Dr.	Lee St.	0.30	25
Cawana Rd	STATESBORO	E. Northside Dr.	Brannen St.	0.28	30
Cawana Rd. School Zone	STATESBORO Sallie Zetterower School	0.24 mi. north of Bartlett Dr.	250 ft. north of Bartlett Dr.	0.21	35
Chandler Rd.	STATESBORO	Fair Rd.	Lanier Dr.	1.10	30
College Blvd.	STATESBORO	Stillwell St.	Savannah Ave.	0.60	25
Cromartie Dr.	STATESBORO	West Jones St.	Bruce Dr.	0.40	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Debbie Dr.	STATESBORO	North Main St.	Aldred Ave.	0.40	25
Debbie Dr. SCHOOL ZONE	STATESBORO <i>Mattie Lively Elementary</i>	0.03 mi. west of North Main St.	0.03 mi. east of Aldred	0.37	25
Denmark St.	STATESBORO	City Limits/Altman St.	Johnson	0.64	30
Donaldson St.	STATESBORO	Stillwell St.	Savannah Ave.	0.60	25
Donnie Simmons Way	STATESBORO	Carver St.	Stockyard Rd.	0.60	30
East Grady St.	STATESBORO	South Main St.	Deanna Dr.	1.00	25
East Jones St.	STATESBORO	South Main St.	Gentilly Rd.	0.90	25
East Main St.	STATESBORO	South Main St.	South Zetterower Ave.	0.33	25
East Main St.	STATESBORO	South Zetterower Ave.	E. Northside Dr.	0.28	30
East Olliff St.	STATESBORO	North Main St.	Packinghouse Rd.	1.00	30
Fleming Dr.	STATESBORO	Lester Rd.	Carmel Drive	0.40	30
Fleming Dr. SCHOOL ZONE	STATESBORO <i>Statesboro High School</i>	Lester Rd.	500 West of Marsham Dr.	0.31	25
Fletcher Dr.	STATESBORO	North Main St.	City Limits	0.40	25
Foss St.	STATESBORO	Donnie Simmons Way	West Main St.	0.30	30
Foss St. SCHOOL ZONE	STATESBORO <i>Julia P. Bryant Elementary School</i>	West Main St.	Donnie Simmons Way	0.30	25
Georgia Ave.	STATESBORO	Chandler Rd.	Fair Rd.	0.60	30
Gentilly Rd.	STATESBORO	East Grady St.	Fair Rd.	1.20	35
Greenbriar Trail	STATESBORO	Wildwood Dr.	Wood Valley	0.30	25
Harden Rd.	STATESBORO	West Jones St.	Bruce Dr.	0.50	25
Hill St.	STATESBORO	North Main St.	North Gordon St.	0.60	25
Jef Rd.	STATESBORO	North Main St.	Zetterower Rd.	0.40	25
Jewel Dr.	STATESBORO	North College St.	West Parrish St.	0.41	25
Johnson St.	STATESBORO	West Jones St.	West Main St.	0.70	30
Jones Mill Rd.	STATESBORO	Lester Rd.	Beasley Rd.	0.90	35
Knight Dr.	STATESBORO	Harvey St.	Chandler Rd.	0.40	25
Lanier Rd.	STATESBORO	North Main St.	Zetterower Rd.	0.30	25
Lanier Dr.	STATESBORO	Georgia Ave.	City Limits/ 650 ft. south of SR 73 Bypass	1.15	35
Lee St.	STATESBORO	Northside Dr.	East Main St.	0.30	25
Lester Rd.	STATESBORO	Northside Dr.	East Main St.	0.80	35
Lester Rd. SCHOOL ZONE	STATESBORO <i>Statesboro High School</i>	500 ft. N. of Northside Dr. E.	1000 ft. N. of Fleming Dr.	0.60	25
Lovett Rd.	STATESBORO	E. Northside Dr.	Brannen St.	0.35	30
Martin Luther King Dr.	STATESBORO	West Main St.	West Parrish St.	0.70	30
Marvin Ave.	STATESBORO	Gentilly Rd.	Fair Rd.	0.40	25
Matthews Rd.	STATESBORO	East Parrish St.	City Limits/Fletcher	0.90	35
Miller St. Ext.	STATESBORO	Northside Dr. W.	City Limits/1,172 ft. northwest of Stockyard Rd.	0.63	35
Morris St.	STATESBORO	Donnie Simmons Way	Proctor St.	0.30	25
North College St.	STATESBORO	Pinewood Dr.	West Main St.	1.00	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
North Edgewood Dr.	STATESBORO	Gentilly Rd.	Windsor Way	0.80	25
North Main St.	STATESBORO	Parrish St.	Fletcher Dr.	1.01	35
North Main St.	STATESBORO	Fletcher Dr.	City Limits/Zetterower Rd.	0.77	45
North Mulberry St.	STATESBORO	East Olliff St.	East Main St.	0.40	25
Old Register Rd.	STATESBORO	South Main St.	City Limits/SR 73 Bypass	0.80	35
Packinghouse Rd.	STATESBORO	SR 73/US 301	East Main St.	0.98	45
Park Ave.	STATESBORO	Stillwell St.	Savannah Ave.	0.60	25
Pegwen Blvd.	STATESBORO	Northside Dr.	Jones Mill Rd.	0.80	25
Pitt-Moore Rd.	STATESBORO	Gentilly Rd.	Fair Rd.	0.45	25
Pine Needle Dr.	STATESBORO	Wildwood Dr.	Oak Leaf Dr.	0.30	25
Proctor St.	STATESBORO	West Main St.	Martin Luther King Dr.	0.39	25
Rucker Lane	STATESBORO	South Main St.	1900 Ft. North-West of South Main Street	0.28	25
Savannah Ave.	STATESBORO	East Main St.	Northside Dr.	0.90	30
South College St.	STATESBORO	West Main St.	Azalea Dr.	1.30	30
South Edgewood Dr.	STATESBORO	Gentilly Rd.	Windsor Way	0.70	25
South Mulberry St.	STATESBORO	East Jones St.	Savannah Ave.	0.40	25
Stockyard Rd.	STATESBORO	West Main	Northside Dr. West	1.14	35
Stockyard Rd. SCHOOL ZONE	STATESBORO <i>Julia P. Bryant Elementary School</i>	West Main St.	Donnie Simmons Way	0.30	25
Tillman Rd.	STATESBORO	South Main St.	Fair Rd.	0.20	35
Wendwood Dr.	STATESBORO	Gentilly Rd.	Ed Moore Ct.	0.60	25
West Grady St.	STATESBORO	South Main St.	Parker St.	0.50	25
West Jones Ave.	STATESBORO	City Limit/Country Club Rd.	Johnson St.	0.40	35
West Jones Ave.	STATESBORO	Johnson St.	South Main St.	0.80	30
West Main St.	STATESBORO	College St.	City Limits/Stockyard Rd.	1.00	30
West Main St.	STATESBORO	South Main St.	College St.	0.14	25
West Main St.	STATESBORO <i>Julia P. Bryant Elementary School</i>	Proctor St.	City Limits/ 385 ft. west of Stockyard Rd.	0.31	25
West Parrish St.	STATESBORO	Northside Dr.	North Main St.	0.70	35
Wildwood Dr.	STATESBORO	Fair Rd.	Wood Valley	0.40	25
Williams Rd.	STATESBORO	Martin Luther King Dr.	Stockyard Rd.	0.70	25
Williams Rd.	STATESBORO	Stockyard Rd.	City Limits/Timber Rd.	0.25	45
Whispering Pines Ave.	STATESBORO	Cypress Lake Rd.	Cul-de-sac/ Dead End	0.64	25
Woodlawn Dr.	STATESBORO	Fair Rd.	Chelsea Circle	0.40	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Zetterower Ave.	STATESBORO	East Parrish St.	Fair Rd.	1.70	35
Zetterower Rd.	STATESBORO	North Main St.	Northside Dr. West	1.40	35

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

 Mayor, City of Statesboro

Sworn and Subscribed before me
 This _____ day of _____, _____.

 Clerk



City of Statesboro Engineering Department

P.O. Box 348
Statesboro, Georgia 30459

912.764.0655
912.764.0664 (Fax)

Memorandum

To: Robert Cheshire, P.E., Deputy City Manager

From: Brad Deal, P.E., City Engineer
Marcos Trejo, Stormwater Manager

Re: Recommendation of Low Bidder for "Beasley Road Ditch Drainage Improvements"

Date: August 23, 2016

Bids for the above referenced project were received on August 16, 2016. The bid results are as follows:

Southeastern Civil	\$227,800.00
Y-Delta	\$309,960.78
Sikes Brothers	\$383,720.13

Originally, \$190,000 was budgeted for this project under ENG-112, Beasley Road Ditch Improvements. After a detailed drainage study was conducted, it was revealed that a larger size diameter pipe from what was originally estimated would be required. This caused the bids to come in over the estimated amount. Since this project is funded with SPLOST funds, \$57,800 from STM- 12, Major Stormwater Infrastructure Repairs (Formerly ENG-111), is going to be used to make up the difference.

Southeastern Civil meets all requirements of the bid package. Southeastern Civil has worked with the City on projects, such as the Savannah Avenue Construction Project. The Engineering Dept. recommends awarding the contract in the amount of \$227,800.00 to the low bidder, Southeastern Civil.



Memo



TO: Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager

FROM: Darren Prather, Central Services Director

DATE: 8-30-2016

Re: Recommendation—Bid Award/CNG Refuse Truck per NJPA Contract

The Solid Waste Division of Public Works and the Central Services Department recommend the City of Statesboro utilize the National Joint Powers Alliance (NJPA) in order to purchase a CNG powered automated side-loader refuse truck from New Way Manufacturing. This refuse truck is comprised of a Peterbilt chassis and a New Way body. NJPA is a purchasing cooperative and is a governmental unit of the State of Minnesota in charge of bidding and developing contracts for state and local governmental entities. Our purchasing ordinance allows us to take advantage of these contracts as they have been competitively bid out in the market (Purchasing Ordinance Sec. 2.2.7). In the past, we have received great results from using these contracts to obtain numerous items. This CNG refuse truck is budgeted in fiscal year 2017 (SPLOST 2013 Funds) under CIP# SWC-8 in the amount of \$310,000.00. The cost of this item, if approved, will be \$307,788.05 (per NJPA contract #112014-NWY) and has a delivery time of 6-8 months once a purchase order is issued.

We recommend this bid award be made to New Way Manufacturing per the NJPA contract in the amount of \$307,788.05.



City of Statesboro
Statesboro Natural Gas Department

P.O. Box 348
Statesboro, Georgia

912.764.0693
30459

MEMO

Date: August 26, 2016

To: Robert Cheshire, Deputy City Manager
From: Steve Hotchkiss, Natural Gas Director
RE: Engineering Contract – 301 North River Crossing

In May of this year Council approved and gave the Mayor authority to sign a contract with AMEC Engineering for engineering services for the 301 North River Crossing Project. The contract was to have a “Not to Exceed” amount of \$120,000.00 for the project. As part of the engineering firms review process we discovered that it might be possible to reduce the length of the bore which would reduce material and construction costs but increase engineering costs. The increased engineering would be for additional wet lands permitting and environmental evaluation.

In order to accommodate the new information, I would like to bring a new proposal back before Council at the September 6, 2016 meeting. I have attached a contract from AMEC which sets forth a base contract amount for \$115,000.00 with options for added services to be included only if needed. The main item is the Section 404 Permitting in the amount of \$20,000.00, which would be offset in savings from reduced construction costs. The other items are for Cathodic Protection Survey \$4,700.00, Preparation of Easements \$6,000.00, and Land Acquisition at \$12,000.00. These additional items have been included to capture the unknowns within the project. It is my opinion that we should leave the base bid at \$115,000.00, but approve up to \$160,000.00 in total engineering services. As mentioned earlier, a large portion of these additional expenses can be offset by lowering construction costs. If we can reduce the line length by 500 feet it could lower total cost by \$100,000.00.

Please review this proposal and let me know if you need any additional information.



SERVICES AGREEMENT (Time and Materials)

THIS AGREEMENT (the "Agreement"), effective this ____ day of _____ 20__, is made by and between Amec Foster Wheeler Environment & Infrastructure, Inc., a Nevada corporation, with an address at _____ ("Amec Foster Wheeler") and the City of Statesboro, Georgia, a municipal corporation, with an address at 50 E. Main Street, Statesboro, GA 30458 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SCOPE OF SERVICES: This Agreement sets forth the terms and conditions pursuant to which Amec Foster Wheeler will provide CLIENT services (the "Services") as described in its proposal No. 16PROPENGY.TDGAS.0010, dated August 8, 2016, attached as Exhibit 1 ("Proposal").

2. COMPENSATION: Amec Foster Wheeler will be compensated in US dollars for its Services on a time-and-materials basis.

Amec Foster Wheeler shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of Amec Foster Wheeler's performance be greater than the estimated amount, Amec Foster Wheeler will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate Amec Foster Wheeler for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on Amec Foster Wheeler, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by Amec Foster Wheeler in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Amec Foster Wheeler. Amec Foster Wheeler may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) Amec Foster Wheeler reasonably believes that CLIENT will be unable to pay Amec Foster Wheeler in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until Amec Foster Wheeler has been paid in full for all balances past due including applicable service charges and CLIENT provides Amec Foster Wheeler with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining Amec Foster Wheeler's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by Amec Foster Wheeler up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. Amec Foster Wheeler shall provide CLIENT with thirty (30) days advance notice of any change in rates.

3. STANDARD OF CARE: Amec Foster Wheeler will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION,

EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. INDEPENDENT CONTRACTOR: Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

5. INSURANCE: Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler's reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler's compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

7. FORCE MAJEURE: Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Amec Foster Wheeler; earthquakes; fires; floods; labor disturbances; epidemics; and unusually severe weather. Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to Amec Foster Wheeler by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that Amec Foster Wheeler may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Amec Foster Wheeler under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Amec Foster Wheeler.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, Amec Foster Wheeler and (d) will reflect Amec Foster Wheeler's findings as to conditions that existed only at the time the Services were performed; (ii) Amec Foster Wheeler (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, Amec Foster Wheeler and (b) may rely on all of the information and data provided by CLIENT to Amec Foster Wheeler being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign Amec Foster Wheeler's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by Amec Foster Wheeler will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless Amec Foster Wheeler from and against all liabilities asserted against, or incurred by, Amec Foster Wheeler related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify Amec Foster Wheeler.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide Amec Foster Wheeler all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall immediately transmit to Amec Foster Wheeler any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with Amec Foster Wheeler; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save Amec Foster Wheeler harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that Amec Foster Wheeler is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless Amec Foster Wheeler from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. If the samples or wastes resulting from the Services contain any contaminants, Amec Foster Wheeler, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

12. LIMITATION OF LIABILITY: As part of the consideration Amec Foster Wheeler requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Amec Foster Wheeler by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Amec Foster Wheeler or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation

amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.

13. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other, except that Amec Foster Wheeler may assign its interest in the Agreement to related or affiliated companies of Amec Foster Wheeler or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, Amec Foster Wheeler will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. Amec Foster Wheeler shall retain responsibility in accordance with this Agreement for all services performed.

14. COST ESTIMATES: If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

15. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, Amec Foster Wheeler and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of Amec Foster Wheeler and CLIENT. If such negotiations are unsuccessful, Amec Foster Wheeler and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the Amec Foster Wheeler office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. TERM AND TERMINATION: The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. Amec Foster Wheeler may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate Amec Foster Wheeler for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by Amec Foster Wheeler in effecting the termination, including non-cancelable commitments and demobilization costs.

17. NOTICE: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

18. CONFIDENTIALITY: Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

19. WAIVER: The failure of either Amec Foster Wheeler or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by Amec Foster

Wheeler or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY AND HEADINGS: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

21. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION: Amec Foster Wheeler agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, Amec Foster Wheeler agrees that its facilities are not segregated.

23. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

24. AUTHORIZATION TO SIGN: The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit Amec Foster Wheeler's services are rendered.

25. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

26. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by Amec Foster Wheeler and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Amec Foster Wheeler have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT	Amec Foster Wheeler Environment & Infrastructure, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit "1"

Proposal



amec
foster
wheeler

August 8, 2016

City Hall
City of Statesboro
Mr. Steve Hotchkiss
Director Natural Gas
50 East Main Street
Statesboro, GA 30458

Subject: **Proposal for Natural Gas Engineering Services
Hwy. 301 at Ogeechee River Gas Main Replacement
Proposal No. 16PROPENGY.TDGAS.0010**

Dear Mr. Hotchkiss:

Amec Foster Wheeler Environment and Infrastructure, Inc. (Amec Foster Wheeler) is pleased to submit this proposal to the City of Statesboro (CITY) provide Natural Gas System Engineering Services associated with the replacement of a section of the CITY's natural gas supply pipeline that has become exposed at certain locations along the route. Having been involved in many gas main replacement and relocation projects, we fully understand the scope of services that will be required to design and permit this type of project. Our staff is fully capable and prepared to not only provide the required design and permitting services, but to also provide bid-phase services and construction oversight services, as needed, and requested by the CITY.

The following sections present a summary of our understanding of the project, the scope of services, the fees and the authorization requirements.

GENERAL INFORMATION

As currently defined, the proposed gas system improvements will include the construction of approximately 5,000 linear feet of 8-inch, high-pressure (HP) steel natural gas pipeline along Georgia State Route (SR) 73/US. Highway 301, between Statesboro and Sylvania, to replace an existing 6-inch steel pipeline that has become exposed at a few locations. The planned Maximum Allowable Operating Pressure ("MAOP") will be the same as the current, which is 400 psig. The new pipeline will connect to the existing pipeline at both ends of the project. The north end of the project is in Screven County, on the north side of the Norfolk Southern railroad tracks in Dover, Georgia and the south end of the project is in Bulloch County, south of the Ogeechee River. It has yet to be decided but the new pipeline will most likely be installed along the existing pipeline which is on the east side of U.S. Highway 301.

AMEC Foster Wheeler Environment & Infrastructure, Inc.
2677 Buford Highway, Atlanta, Georgia 30324
Tel: (404) 873 4761
Fax: (404) 817 0175
www.amecfw.com

The new pipeline will have to cross under the Ogeechee River and under the railroad right-of way owned by Norfolk Southern Railway Company. Most of the pipeline route runs through environmentally sensitive land. A majority of the new pipeline will have to be installed using Horizontal Directional Drilling (HDD) methods, which dictates that contractor workspace will be needed north and south of the section of pipeline that will be replaced for stringing and welding the pipe before HDD. This increases the length of the project limits to over 13,000 feet.

The Ogeechee River and surrounding floodplain are high-quality bottomland hardwood forested wetlands. Wetlands in this area support habitat for Federally-listed Atlantic and Shortnose Sturgeon. Planned impacts to these jurisdictional wetlands using mechanized equipment, including "line-of-sight" clearing, would require permitting with the U.S. Army Corps of Engineers (Section 404/10). Clearing using non-mechanized methods in wetlands can be accomplished without a Section 404 permit. If mechanized equipment is required to cut or clear trees, then a Preconstruction Notification/Section 404 Permit must be submitted for those activities and the clearing must be less than 0.5 acre to qualify. When impacts are between 0.1 acres and 0.5 acres, mitigation is required.

It is Amec Foster Wheeler's goal to avoid the need for a Section 404 permit by requiring that horizontal directional drilling be utilized for crossing all jurisdictional waters within the proposed pipeline corridor and clearing of wetlands with mechanized equipment will be kept under one-half acre.

SCOPE OF SERVICES

We will use and adhere to gas pipeline industry regulations and standards (CFR 49 Part 192, ASME 31.8, API 1102, etc.) and design the pipeline and appurtenances to be distribution facilities located within the Georgia Department of Transportation (GDOT) right-of-way, if possible. We will provide a set of construction drawings, technical specifications and bid documents for a fully constructible pipeline and related facilities, including the following:

- Alignment Sheets (Plan & Profile)
- Tie-in and line valve details
- Geotechnical Investigation and Report
- Bores and Horizontal Directional Drills
- Erosion & Sedimentation Control Plans showing Best Management Practices (BMPs)
- GDOT Permit Application Packages and GUPS permitting
- Norfolk Southern Railroad Pipeline Occupancy Agreement
- Bidding Documents

Optional Additional Services:

- Cathodic Protection System Study and, if required, design services
- Plats and/or Easement Documents
- Land Acquisition Services

Design & Permitting Phase.

1. **Right-of-Way Research:** Upon written authorization to proceed, we will contact GDOT representatives in Atlanta and Jesup to obtain the latest available right-of-way information, relevant GDOT bridge & highway project drawings and other supporting documents. Contact Georgia Power to obtain any available right-of-way information and supporting drawings related to the Georgia Power right-of-way that parallels the pipeline route. Contact Norfolk-Southern Railroad to obtain available right-of-way information and supporting drawings related to the railroad right-of-way that crosses the existing pipeline.
2. **Kick-off Meeting:** We will conduct a kick-off meeting and site visit with CITY representatives to discuss the scope of work, to review the right-of-way documents, to consider alternate preliminary gas main alignments, and agree on a project schedule.
3. **Subsurface Utilities Engineering:** This would include a Quality Level B SUE investigation at select locations using radio-frequency electromagnetic pipe & cable locators and ground penetrating radar. Active and passive locating methods would be used; paint and flagging would be placed to mark the utility location in the field so that the locations could be subsequently picked up by the field survey crew. Design locates will be called in through the 811 one-call system for the gas main route. Contact and/or arrange to meet with existing underground utility owners to discuss the type, size and general locations of any existing underground utilities.
4. **Wetlands Investigation:** Perform field investigation of existing wetlands in the GDOT right-of-way and Georgia Power right-of-way along the route, and delineate wetlands with survey flagging so that the survey crew can obtain GPS coordinates of the flags and so that the wetlands can be added to the mapping.
5. **Field Survey and Mapping:** Field Survey and mapping will be provided through our sub-consultant, Sundial Land Surveying, PC. The first step would be to establish a primary project control network using multiple static GPS observations processed through the National Geodetic Survey's OPUS to establish Georgia state plane east coordinates horizontally relative to NAD 83 and vertically to NAVD 88. Control established by GPS has a predicted accuracy of +/- 0.05' horizontally and +/- 0.1' vertically. The survey and mapping team would coordinate closely with the Amec Foster Wheeler SUE and environmental teams to simultaneously collect utility and wetland flag locations in the course of performing the topographic surveys. Our experienced survey technicians would use the latest version of AutoCAD software to generate the mapping for the plan sheets.
6. **Base Drawings:** Create preliminary plan sheets for the selected route from data obtained from the topographic mapping, GDOT, Georgia Power and Norfolk Southern Railroad.

7. Preliminary Gas Main Alignment: Add information obtained during field investigations to the drawings and design the gas main alignment to avoid conflicts with known existing utilities and physical features along the route. Locations where HDD methods are required will be indicated.
8. GDOT: After the preliminary alignment is known, we will correspond and meet with GDOT representatives to discuss the gas main alignment and review preliminary drawings. We will revise drawings pursuant to comments received. We will prepare, submit and secure a GDOT Utility Facility Encroachment Permit through the Georgia Utility Permitting System (GUPS).
9. Georgia Power: After the preliminary alignment is known, we will correspond and meet with Georgia Power representatives to review the preliminary drawings and discuss using their right-of-way for contractor's temporary workspace. We will revise drawings pursuant to comments received and prepare drawings needed for the CITY to enter into an easement agreement with Georgia Power.
10. Norfolk Southern Railroad: After the preliminary alignment is known, we will know if the existing railroad will need to be crossed using HDD methods. If required, we will contact Norfolk Southern Railroad to obtain available railroad right-of-way maps and discuss the project. We will prepare a Pipeline Occupancy Agreement application and supporting drawings as needed to secure a Pipeline Occupancy Agreement.
11. Construction Drawings: Our experienced designers would use AutoCAD Civil 3D software to generate the final Construction Pipeline Alignment Sheets (Plan & Profile Sheets), which show the scope and character of the work items to be performed by a utility contractor, including construction details. HDD's will be designed in accordance with industry regulations and standards. HDD calculations will be provided. Our survey crew will return to the site and use a john-boat or similar boat to obtain soundings in submerged areas along the proposed alignment so that the bottom of the river and marsh can be depicted on the profiles.
12. Geotechnical Services: Investigation of the soils along the new pipeline is recommended because a majority of the pipeline will have to be installed using HDD methods. Geotechnical services would consist of geotechnical drilling and sampling on both sides of the Ogeechee River and at two other locations. We would also provide a written geotechnical report with our findings, which will be used to design the HDD's and later provided to prospective pipeline contractors/bidders. More specifically, we propose the following scope of work for the geotechnical exploration:
 - Conduct a site and area reconnaissance for evidence of geotechnical concerns.
 - Perform four (4) soil test borings to a depth of 30 feet or auger refusal, whichever occurs first. The borings will be located so that subsurface conditions at the deepest pipe sections can be assessed.

- Standard penetration tests (SPT) will be conducted at 5-foot intervals to assess the composition and consistency of the soil and collect samples.
- Samples will be classified by an engineer using visual/manual methods.
- Boreholes will remain open until demobilization to allow delayed groundwater measurements. Prior to demobilization, boreholes will be backfilled with cuttings.
- Based on the existing pipeline location, traffic control will not be required; therefore traffic control is not included in our scope of services.

Except for backfilling boreholes with soil cuttings, we assume that disturbed areas will not need to be restored to pre-existing conditions. Assessment of contaminants in soil or groundwater is not included in this scope. We assume that our work will be outside of the railroad right-of-way so that special coordination with railroad staff or railroad specific training will not be required.

Upon completion of the field work, we will prepare a written report under the supervision of a registered professional engineer specializing in geotechnical engineering. The report will include the following:

- A brief review of our test procedures and the results of testing conducted.
- A review of area and site geological conditions.
- A review of subsurface soil stratigraphy including records of individual borings and discussion of review of other data, as available.
- Recommendations for site preparation and grading.
- Recommendations for open trench excavation and horizontal drilling
- Discussion of other issues indicated by the data and our experience at the site.

We anticipate that the scope of work described above will be sufficient for HDD design and for HDD bidding. Further investigation, including additional borings and laboratory testing, may be required if unusual or unexpected conditions are encountered. We will discuss the need for additional work with you before exceeding our proposed fee. We will schedule our field work with you, but assume we will have unlimited access to the site and that the site is clear and accessible to rubber-tire drilling equipment. We have not included clearing or stand-by time.

13. Easements and Access: We will identify where ROW access, easements and temporary workspace are required for construction purposes and make recommendations regarding any land acquisitions required for this project.
14. Erosion Control: Prepare Temporary Erosion and Sedimentation Control plans & details.
15. Section 404 of the Clean Water Act Permitting: It is Amec Foster Wheeler's goal to avoid the need for a Section 404 permit by requiring that horizontal directional drilling be utilized for crossing all jurisdictional waters within the

proposed pipeline corridor. This approach would also avoid the potential for consultation with the U.S. Fish and Wildlife Service for impacts to protected fish and mussel species. A Pre-Construction Notification (PCN) to the U.S. Army Corps of Engineers (USACE) also would not be required; however, a letter would be sent to the USACE as a courtesy informing them that work will be done in the area but jurisdictional waters are being avoided by the use of directional drilling methods. If we conclude during our investigation and design that wetlands need to be disturbed, we will provide a proposal for additional Section 404 permitting work before proceeding.

16. Bidding Documents: Prepare final Contract Bidding Documents which would include an Advertisement for Bids, Information for Bidders, Bid Form, Bid Bonds, Agreement Form, Technical Specifications, Notice of Award, Notice to Proceed, General Conditions and Supplementary Conditions.
17. Cost Estimate: Prepare Construction Cost Estimates to reflect our latest opinion of construction costs.
18. Client Conference Call: review and discuss the Final Contract Documents and the Construction Cost Estimate with CITY Representatives.

Bidding Phase

- a. Assist the CITY in selecting a period for advertising and bidding the proposed improvements. Provide Advertisement for Bids for use by the CITY.
- b. Assist with distribution of Bidding Documents to qualified utility contractors.
- c. During the bidding period, act as the CITY's representative in distributing addendum and responding to all Contractor questions and inquiries.
- d. Attend bid opening and assist the CITY with opening bids.
- e. Tabulate and evaluate bids and make a recommendation of award.

Construction Oversight Phase

- a. Prepare and distribute contract documents, which require execution by the Contractor and the CITY.
- b. Assist the CITY in conducting a pre-construction conference in which the contract documents would be reviewed with specific emphasis on Contractor administrative and procedural responsibilities.
- c. Review shop drawings and submittals for conformance to the contract documents.
- d. Make two visits to the site to inspect progress and quality of the work with regard to conformation to the contract documents.

- e. Review and approve Contractor applications for payment.
- f. Conduct a Substantial Completion inspection with the Contractor to determine Substantial Completion of the project.
- g. Prepare and distribute documents verifying Substantial Completion and Final Acceptance.

Optional Services:

Section 404 of the Clean Water Act Permitting: The services rendered under this task will consist of the preparation of a PCN for proposed project impacts to wetlands and streams. Based on the proposed project description, Amec Foster Wheeler expects that the proposed activities could be authorized under the USACE Nationwide Permit Program (NWP) program. Potential impacts to jurisdictional waters can be authorized under NWP 12 (Utility Line Activities). The project must not cause the loss of greater than one-half acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed.

Amec Foster Wheeler will prepare and submit a PCN and an accompanying jurisdictional determination (JD) request to authorize project impacts within USACE jurisdictional waters. The submittal of a PCN is required for USACE authorization of the proposed activities and must be submitted prior to project commencement. The PCN will include the JD request, the maps generated as a result of field activities, protected species evaluation, cultural resources evaluation, a copy of a stream buffer variance (SBV) application, if necessary, a copy of the erosion prevention and sedimentation control plan (EPSCP), and conceptual mitigation plan, if necessary, as required by the USACE Savannah District.

If project impacts are less than 0.1 acre of wetlands and 100 linear feet of streams, then no compensatory mitigation will be required as a part of the PCN. If project impacts exceed these thresholds, Amec Foster Wheeler assumes that compensatory mitigation for this project will consist of the purchase of wetland/stream mitigation credits from a USACE-approved wetland/stream mitigation bank. If necessary, Amec Foster Wheeler will investigate existing compensatory mitigation banks in the project area to determine an acceptable mitigation bank for the project. Amec Foster Wheeler will provide information on available mitigation credits and costs to the CITY. If compensatory mitigation is required, the CITY will be responsible for purchasing the credits from the approved mitigation bank after USACE has approved the permit and prior to construction.

Once a complete PCN is submitted to USACE, USACE has 30 days to request additional information. If additional information is not requested, USACE has 45 days from the date of the PCN submittal to approve the application. If additional information is requested, the 45-day review period recommences after receipt of that information. This proposal is designed to submit a complete application to USACE. Costs for preparation of responses, or requests for additional information are not included in this proposal.

Cathodic Protection System Survey & Analysis: Cathodic Protection System survey and analysis services will include a review of the existing impressed current cathodic protection system and taking CP readings along the section of pipeline to be replaced in order to determine the expected level of CP/induced AC after the section of 6-inch pipeline is replaced with an 8-inch pipeline. Following a review and analysis of the field data, a written report, which will include conclusions and recommendations, will be prepared under the supervision of a professional engineer and NACE certified Corrosion Specialist.

ROW and/or Easement Documents: Required acquisition grade drawings for the CITY to secure ROW, easements and access rights as necessary for construction of the pipeline can be provided through our sub-consultant, Sundial Land Surveying, PC. The quantity and size of any required easements cannot be anticipated at this time. If ROW and/or easement documents are required, we will provide a detailed fee estimate and change order request for this additional work before proceeding.

Survey Permissions & Land Acquisition Services: Land Acquisition Services for obtaining survey permissions, temporary workspace and permanent easements, as required, can be provided through our sub-consultant, Primacq Group, Inc. on a per parcel plus expenses basis. The quantity and types of any land acquisitions cannot be anticipated at this time. If ROW and/or easement acquisition services are required, we will provide a detailed fee estimate and change order request for this additional work before proceeding.

ESTIMATE OF FEES

Amec Foster Wheeler proposes to perform the services outlined herein as follows:

Fees for Amec Foster Wheeler’s services will be invoiced on a time and materials basis in accordance with the attached fee schedule, plus reimbursable expenses and direct non-salary expenses incurred in connection with such services. Reimbursable expenses and direct non-salary expenses will be billed to the CITY at actual cost plus ten (10%) percent. Vehicle expense will be computed by multiplying actual miles traveled times the prevailing government mileage rate.

Amec Foster Wheeler proposes the following not-to-exceed fee schedule:

Design and Permitting Phase*	\$ 88,000
Geotechnical Investigation and Report, four (4) borings	\$ 9,000
Bidding Phase Budget**	\$ 6,000
Construction Oversight Phase Budget***	<u>\$ 12,000</u>
Total Not to Exceed Budget:	\$115,000

* Recommended budget based upon the gas main being installed between the Hwy 301 centerline and the eastern limit of the Georgia Power Right-of-way

** Recommended budget based on one (1) Addendum and eight (8) Bidder’s Questions.

*** Recommended budget based on a three month construction period. Actual cost will depend upon the experience and performance of the contractor; the frequency of required site meetings, quantity of material submittals, requests for information, and the required level of construction oversight.

Optional Additional Services

Section 404 of the Clean Water Act Permitting (Provided by Amec Foster Wheeler)	Budget: \$20,000
Cathodic Protection System & Stray Current Mitigation Study (Provided by Southern Cathodic Protection, Inc.)	\$ 4,700
Plats for Easements, maximum of 5 plats \$550 to \$1,650 each depending upon size and type (Provided by Sundial Land Surveying, PC)	Budget: \$ 6,000
Survey Permission & Land Acquisition Services Maximum of 5 acquisitions, includes monetary offers (Provided by Primacq Group, Inc.)	Budget: \$12,000

Amec Foster Wheeler will not exceed the estimated fees listed above without further authorization by the CITY.

AUTHORIZATION

Amec Foster Wheeler will provide the services described herein in accordance with the terms and conditions outlined in the attached Time-and-Materials Services Agreement. To authorize us to proceed, please sign both original copies of the attached Agreement, which incorporates this proposal by reference, and return them to us. We will sign and date the agreement and return a fully executed agreement to you for your records. We can commence the services outlined herein within two weeks of receipt of written authorization to proceed.

Amec Foster Wheeler appreciates the opportunity to be of service to the City of Statesboro. If you have any questions or require any additional information, please contact us at 404-817-0215.

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.



Bruce Bagnasco, P.E.
Director of Natural Gas Engineering



Wendell Tumale
Senior Civil Designer

Amec Foster Wheeler Environment & Infrastructure, Inc.

2016-2017 FEE SCHEDULE
Amec Foster Wheeler Environment & Infrastructure, Inc.
Atlanta Engineering and Design Center

This Fee Schedule will apply during performance of engineering and consulting services for 16PROPENGY.TDGAS.0010 through December 31, 2017.

<u>Professional Personnel</u>	T&M Rate
Civil/Electrical/Mechanical/Structural	
Principal Engineer	\$ 165.00
Senior Engineer	\$ 135.00
Project Engineer	\$ 105.00
Staff Engineer	\$ 85.00
Geotechnical	
Principal Geotechnical Engineer	\$ 135.00
Senior Geotechnical Engineer	\$ 115.00
Project Geotechnical Engineer	\$ 85.00
Surveying	
RLS/PLS	\$ 115.00
SUE Technician	\$ 100.00
Survey Coordinator	\$ 75.00
Survey Technician	\$ 55.00
Three-Man Survey Crew	\$ 190.00
Two-Man Survey Crew	\$ 140.00
Natural Resources	
Lead Environmental Manager	\$ 125.00
Senior Scientist	\$ 110.00
Project Scientist	\$ 95.00
Staff Scientist	\$ 80.00
 <u>Support Personnel</u>	
Administrative/Word Processor	\$ 65.00
Senior CAD Operator/GIS Manager	\$ 95.00
CAD Operator/GIS Technician	\$ 80.00
Boat Driver	\$ 105.00
 <u>Other Items and Expenses</u>	
	Unit Rate
Reproduction (11" x 17" prints), each	\$ 0.40
Reproduction (22/24" x 34/36" prints), each	\$ 1.50
Pick-up Truck, per day	\$ 75.00
Mileage	\$ 0.56
Lodging, per day	\$ 89.00
Per Diem, per day	\$ 51.00
GPS Equipment, per day	\$ 150.00
GPS Equipment, per week	\$ 280.00
GPR Equipment, per week	\$ 985.00
Fuel	Cost plus 10%
Vehicle Rental	Cost plus 10%
Miscellaneous materials	Cost plus 10%
Miscellaneous rentals	Cost plus 10%
Miscellaneous Printing/Copying Services	Cost plus 10%
Subcontractors	Cost plus 10%

RESOLUTION 2016-34 : A RESOLUTION SETTING THE MILLAGE RATE FOR AD VALOREM (PROPERTY) TAXES FOR THE 2016 CALENDAR YEAR FOR THE CITY OF STATESBORO, GEORGIA AT 6.358.

THAT WHEREAS, cities in Georgia rely upon the ad valorem (property) tax as one of the major sources of revenue to finance general government operations and capital outlay acquisitions; and

WHEREAS, Chapter 5 of Title 48 of the Official Code of Georgia authorizes cities to levy an ad valorem tax, and details the requirements necessary to do so; and

WHEREAS, the City of Statesboro has complied with those requirements, including the advertisement of the proposed millage rate and a five-year history of levies; percentage increases; and whether a rollback of the millage rate was required; and

WHEREAS, after careful consideration of the FY 2017 Operating Budget and Capital Budget, the growth in the tax digest from new construction, and the recommendation from the City Clerk that the millage rate be set at the same rate as the prior tax year;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia assembled this 6TH day of September, 2016, as follows:

\Section 1. That the millage rate for ad valorem (property) tax purposes for calendar year 2016 is hereby set at 6.358 mills on all of the taxable real and personal property within the corporate limits of the City of Statesboro, Georgia, after applying all legal exemptions, credits, tax relief grants, and similarly authorized deductions.

Section 2. The City Clerk is hereby authorized, empowered, and directed to have the necessary tax bills prepared and mailed, and to use any and all statutorily-approved methods to collect said property taxes in a timely manner.

Passed and adopted this ____ day of _____, 2016.

CITY OF STATESBORO, GEORGIA

By: _____
Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk



President
Boyd Austin
Mayor, Dallas

First Vice President
Dorothy Hubbard
Mayor, Albany

Second Vice President
Linda Blechinger
Mayor, Auburn

Third Vice President
Phil Best
Mayor, Dublin

Immediate Past President
Mike Bodker
Mayor, Johns Creek

Executive Director
Lamar Norton

August 19, 2016

TRANSMITTED VIA EMAIL AND U.S. MAIL

Mr. Jeff Grant
Director of Human Resources
City of Statesboro
P.O. Box 348
Statesboro, Georgia 30459-0348

RE: **City of Statesboro Georgia Municipal Association Defined Contribution Plan; Amendment to Allow City Managers Employed in Such Position on or after September 6, 2016 to Participate in the Plan**

Dear Mr. Grant:

Per the City's request, enclosed please find two (2) copies of a draft amended Adoption Agreement for the City's GMA 401(a) Defined Contribution Plan (DC Plan). The draft amendment provides that City Managers employed in such position on or after September 6, 2016 will participate under the Plan, provided they otherwise satisfy the Plan's eligibility requirements (i.e., minimum of 30 hours per week). Such a City Manager will receive non-matching contributions under the Plan in the amount of 1/12 of 4% of his or her budgeted annual base salary, before taxes or deductions, per month (see pp. AA-4, AA-5 and AA-10). To avoid potential confusion we have also clarified that language in the City's current Adoption Agreement concerning non-matching contributions to the City Manager applies to the City Manager from January 1, 2002 through February 15, 2008 (see p. AA-10).

The amended DC Plan Adoption Agreement will take effect on September 6, 2016. If the enclosed Adoption Agreement is acceptable as drafted, please have the designated representatives sign and date **two copies** of the Adoption Agreement where indicated (i.e., p. 4 and p. AA-16), and return **both** executed originals to:

Ms. Gina Shirley
GMA Legal Assistant
Georgia Municipal Association
P.O. Box 105377
Atlanta, GA 30348

We will then countersign all originals, keep one original for our files, and return the other fully executed original to you for your files.

Mr. Jeff Grant
August 19, 2016
Page 2

Please feel contact me at 678-686-6212 if you have any questions about the draft Adoption Agreement.

Sincerely,

A handwritten signature in black ink that reads "Gwin C. Hall". The signature is written in a cursive style with a large initial "G".

Gwin Hall
Senior Associate General Counsel

Encl.

- C: Mr. Alvin Leaphart, City Attorney, City of Statesboro (w/ encl.)
- Mr. Randy Logan, Director, Retirement Field Services and Defined Contribution Program (w/o encl.)
- Mr. Randy Briskin, Retirement Field Services Representative (w/o encl.)
- Ms. Caroline Porter, Assistant General Counsel (w/o encl.)

Mr. Jeff Grant
August 19, 2016
Page 2

RESOLUTION 2016-35

THE GEORGIA MUNICIPAL ASSOCIATION
401(a) DEFINED CONTRIBUTION PLAN

Amended and Restated
As of January 1, 2012

RESOLUTION AND
ADOPTION AGREEMENT

City of Statesboro, Georgia

Administered by:
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

RESOLUTION

WHEREAS, the City of Statesboro, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering matching and/or non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2012 ("Plan");

WHEREAS, the Participating Employer wishes to participate or continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council of the City of Statesboro ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

(b) The Participating Employer acknowledges that it may not be able to rely on the volume submitter letter if it makes certain elections under the Adoption Agreement or the Addendum.

Section 4. The Participating Employer hereby authorizes Ice Miller LLP, Legal Counsel, the volume submitter practitioner who sponsors the Plan on behalf of GMA, to amend the Plan on its behalf as provided under Revenue Procedure 2007-44 and Revenue Procedure 2011-49. The Participating Employer understands that the implementing amendment reads as follows:

With the approval of the Trustees, the Practitioner shall amend the Plan on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to this restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers.

Notwithstanding the foregoing paragraph, the Practitioner shall no longer have the authority to amend the Plan on behalf of any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2011-49; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. In any event, any amendment made by the Practitioner is subject to the approval of the Trustees.

GMA will maintain or have maintained on behalf of the Practitioner a record of the Participating Employers, and GMA on behalf of the Practitioner will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this Section shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Name and Title

Attest: _____

Date: _____

[Governing Authority should ensure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: City of Statesboro, Georgia

GOVERNING AUTHORITY

Name: Mayor and Council of the City of Statesboro
Address: P.O. Box 348, Statesboro, Georgia 30458
Phone: (912) 764-5468
Facsimile: (912) 764-8258
E-mail: _____

Person Authorized to receive Official Notices from the Plan or GMA: City Manager

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer does or does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"), Heroes Earnings and Assistance and Relief Tax of 2007 (HEART), the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), the

final Treasury regulations under Code Section 415 published on April 5, 2007, and, based on the model amendment provided under Internal Revenue Service Notice 2009-82 are intended as good faith compliance with the requirements of PPA, HEART, and WRERA to be construed in accordance with PPA, HEART, and WRERA and guidance issued thereunder effective for Plan Years set forth herein. Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2010-90 (the 2010 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, and WRERA and the 2010 Cumulative List with the applicable effective dates.

This Adoption Agreement is for the following purpose (**check one**):

- This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (**insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted**), with respect to Contributions as approved by the Board of Trustees below.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ (**insert effective date of this Adoption Agreement but not earlier than the first day of the 2007 plan year or the beginning of the plan year in which the plan is adopted**). This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____, _____ (**insert original effective date of preexisting plan**).
 - Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment to be effective as of **September 6, 2016** (**insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment**) of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective **October 16, 2001**, as follows (**please specify type below**):

- This is an amendment to change one or more of the Participating Employer's contribution design elections in the Adoption Agreement.
- This is an amendment to add a new Department or a new class of Eligible Employees.
- This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.
- Other (must specify elective provisions in this Adoption Agreement):
This is an amendment to provide that City Managers employed in such position on or after September 6, 2016 will participate under the Plan, provided they otherwise satisfy the Plan's eligibility requirements. Such a City Manager shall receive Non-Matching Contributions under the Plan in the amount of 1/12 of 4% of his or her budgeted annual base salary, before taxes or deductions, per month (see pp. AA-4, AA-5 and AA-10).
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: **July 1** (insert month and day e.g., July 1).

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

- All Departments
- All Departments eligible to participate under the Employer's GMEBS defined benefit plan. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.
- Covered Departments (must specify): **Administration and Legal**

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below (**check one**):

- All
- All with the following exclusions:
 - Municipal Legal Officer
 - Elected or appointed officials
 - Other¹ (**must specify and clearly define the ineligible classification of employees**):

- Only employees in any 457(b) plan of the Employer. Note: This box must be checked if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to a 457(b) Plan.
- Only employees in the GMEBS defined benefit plan. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.
- Other¹ (**must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals**):
City Manager from January 1, 2002 through February 15, 2008; City Judge effective April 3, 2010; City Attorney effective January 31, 2012; and City Managers employed in such position on or after September 6, 2016.

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below).

¹ Do not specify the inclusion or exclusion of a participant by using the name of the employee.

- No Minimum Number of Hours Required**
- Minimum Hours Required Per Week (regularly scheduled):**
 - _____ (must not exceed 40 hours/week)
 - Same Minimum Hours Required as provided in GMEBS defined benefit plan. Number of Hours: _____. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.
- Other Minimum Hour Requirement (must specify): 35 hours per week for City Manager participating from January 1, 2002 through February 15, 2008; 30 hours per week for City Attorney participating on or after January 31, 2012; 30 hours per week for City Managers employed in such position on or after September 6, 2016; No minimum hour per week requirement for City Judge.**

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

- No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.
- A waiting period described under one of the following options (check one):**

- Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

- Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior contributions made to the 457(b) Plan for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows (**check matching, non-matching, or both as applicable**):

Matching Contributions

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are (**check one**):

- All Eligible Employees
- Other (**must specify; any individuals specified must be Eligible Employees**): _____

The Employer elects the following matching contribution formula for Class A Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to _____ (insert plan name) a 457(b) Plan of the Employer, the Employer will contribute _____ % (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to the 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____ % of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

No Cap

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to a 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period

\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**
-

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are (must specify; all individuals specified must be Eligible Employees):

The Employer elects the following matching contribution formula for Class B Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to _____ (insert plan name) a 457(b) Plan of the Employer, the Employer will contribute _____ % (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to the 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period]

e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

No Cap

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to a 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

Non-Matching Contributions

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to a 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are (check one):

- All Eligible Employees
 Other (must specify; any individuals specified must be Eligible Employees): **1) City Attorney; 2) City Judge; and 3) City Manager employed in such position on or after September 6, 2016.**

The Employer elects the following contribution formula for Class C Participants (**check one**):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ _____ or _____% of Compensation per Participant.
- _____% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Payroll Period as shown below (**complete as applicable**):
 - \$ _____ per weekly Payroll Period
 - \$ _____ per bi-weekly Payroll Period
 - \$ _____ per semi-monthly Payroll Period
 - \$ _____ per monthly Payroll Period

- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

1/12 of 4.0% of the Participant's annual budgeted base salary before taxes or deductions, per month.

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are (**must specify; all individuals specified must be Eligible Employees**): City Manager from January 1, 2002 through February 15, 2008.

The Employer elects the following contribution formula for Class D Participants (**check one**):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ _____ or _____% of Compensation per Participant.
- _____% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Pay Period as shown below (**complete as applicable**):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

\$416.66 per month from January 1, 2002 through October 31, 2007 and \$541.66 per month from November 1, 2007 through February 15, 2008.

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).
- For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):

- regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
- compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
- Other: _____

PAYROLL PERIOD

The payroll period of the Participating Employer is:

- Weekly
- Bi-Weekly
- Semi-Monthly
- Monthly

VESTING FOR EMPLOYER MATCHING CONTRIBUTIONS (Complete if Employer is Making Matching Contributions)

A Participating Employer may establish a vesting schedule for Employer Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Matching Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

- Immediate Vesting.** No vesting schedule. Employer Matching Contributions are 100% vested from the time credited to the Participant's Account (**if this option is elected, do not complete the rest of this section**).
- Cliff Vesting.** Employer Matching Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years (**not**

to exceed 5 years) (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.

- Graduated Vesting Schedule.** Employer Matching Contributions are vested on the following graduated scale (insert vesting % for each completed year of service as an Eligible Employee. **Note: Maximum waiting period for 100% vesting may not exceed 5 years**):

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	_____ 100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**): will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

VESTING FOR EMPLOYER NON-MATCHING CONTRIBUTIONS
(Complete if Employer is making Non-Matching Contributions)

A Participating Employer may establish a vesting schedule for Employer Non-Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Non-Matching Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Non-Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, in calculating the Vesting Period, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer, and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (**check one**):

- Immediate Vesting.** No vesting schedule. Employer Non-Matching Contributions are 100% vested from the time credited to the Participant's Account **(if this option is elected, do not complete the rest of this section).**
- Cliff Vesting.** Employer Non-Matching Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years **(not to exceed 5 years)** (the "Vesting Period"). Non-Matching Contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- Graduated Vesting Schedule.** Employer Non-Matching Contributions are vested on the following graduated scale **(insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years):**

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	_____ 100 %

Complete the following items if the Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer **(check one)**: will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee **(check one)**: will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Matching Contributions and/or non-vested Employer Non-Matching Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Trustees for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with The Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an advisory letter J593619a dated March 31, 2014.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary contacts are: GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

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The foregoing Adoption Agreement is hereby adopted and approved on the _____ day of _____, _____, by the Mayor and Council of the City of Statesboro.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

- within 15 business days after the Payroll Period ending _____, _____.
- On the following prospective date (**specify a specific date**): _____.

Dated: _____

By: _____

Title: _____

on behalf of the Board of Trustees