



November 15, 2016 5:30 pm

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman Jeff Yawn
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 11-01-2016 Council Minutes
5. Public Hearing and Consideration of a Motion to Approve Alcohol License Application:
 - A) Quick Shop
Karan Patel
301 N Main Street
Statesboro Ga 30458
6. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # RZ 16-10-01**: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 1 acre of property located at 115 Continental Road from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000013 000).
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # RZ 16-10-02**: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 8.21 acres of property located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 000).
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # RZ 16-10-03**: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for a .5 acre parcel located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 002).

9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # RZ 16-11-02**: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 4.8 acres of property located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 001).
10. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # V 16-09-02**: Beacon Place Statesboro, LLC requests a variance from Article XV Section 1509(C) Table 3 regarding maximum allowed height for the installation of a monument sign at 0 S&S Railroad Bed Road (Tax Parcel # 107 000005 007).
11. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # V 16-10-06**: Compassion Christian Church requests a variance from Article XV Section 1509(C) Table 3 regarding the maximum aggregate sign area and maximum square feet allowed for installation of a monument sign and building signs at 0 Cawana Road (Tax Parcel # 107 000004 000).
12. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # RZ 16-10-05**: Ray Hendley requests a zoning map amendment for a 1.19 acre parcel located at 453 South College Street from R20 (Single-Family Residential) zoning district to R4 (High Density Residential District) zoning district to permit the construction of five (5) one-bedroom cottages (Tax Parcel # S21 000006 000).
13. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # V 16-11-01**: Ray Hendley requests a variance from Article XXII Sec. 2203.1(A) regarding the minimum size dwelling requirements and a variance from Article VI Sec. 603(A)(1) regarding the minimum rear yard setback for the parcel located at 453 South College Street (Tax Parcel # S21 000006 000).
14. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # DSDA 16-10-002**: AgSouth Farm Credit requests the demolition of a structure located at 20 East Vine Street, a property located within the boundaries of the Downtown District. Article XXX Section 3003 of the Statesboro Zoning Ordinance requires a finding of necessity for the demolition of structures deemed worthy of preservation by City Council (Tax Parcel # S29 000022 000).
15. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # DSDA 16-10-001**: AgSouth Farm Credit requests the demolition of a structure located at 0 East Vine Street, a property located within the boundaries of the Downtown District. Article XXX Section 3003 of the Statesboro Zoning Ordinance requires a finding of necessity for the demolition of structures deemed worthy of preservation by City Council (Tax Parcel # S29 000021 000).

16. Public Hearing and Consideration of a Motion to Adopt **Resolution 2016-41**: A Resolution Authorizing the Abandonment and Relocation of a Public Right of Way, Specifically the Unnamed Paved Alley Connecting East Vine Street to East Cherry Street.
17. Public Hearing and First Reading on **Ordinance 2016-12**: An Ordinance amending Chapter 42 of the Statesboro Code of Ordinances (Fire Protection and Prevention).
18. Consideration of a Motion to Apply for the Georgia Department of Transportation's (GDOT) FY 2017 Local Maintenance and Improvement Grant (LMIG), an annual program in which GDOT allocates transportation funds to local governments. For FY 2017, GDOT will allocate \$274,078.31 to the City of Statesboro if the City will commit to providing at least 30% matching funds.
19. Consideration of a Motion to Adopt **Resolution 2016-40**, A Resolution approving the City of Statesboro's proposed FY 2017 Street Resurfacing List, and further authorizing the Mayor to execute the GDOT LMIG Application. The City's share (at least 30% matching funds) to be funded through 2013 SPLOST. The City has \$320,000 in 2013 SPLOST funds allocated to Street Resurfacing in FY 2017.
20. Consideration of a Motion to award the purchase of a new Caterpillar 304ECR mini-excavator with attachments per the Georgia State Contract in the amount of \$67,274.25. This machine is for use by the Stormwater Division of Public Works. This item is budgeted in FY 2017 in the amount of \$79,000.00 and is listed under CIP# STM-14 and will be funded through the GMA Lease Pool by Stormwater Fund revenues.
21. Consideration of a Motion to Adopt **Resolution 2016-36**: A Resolution approving the Amended and Restated Gas Supply Contract between the City of Statesboro and Municipal Gas Authority of Georgia and authorizing the execution, delivery and performance of the Amended and Restated Gas Supply Contract, and for other purposes.
22. Discussion of Alcohol Administrative Hearings/Procedures.
23. Other Business from City Council
24. City Managers Comments
 - A) Update on the CDBG Grant
25. Public Comments (General)
26. Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" and/or "Potential Litigation" in accordance with **O.C.G.A. §50-14-3 (2012)**
27. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
November 01, 2016**

A regular meeting of the Statesboro City Council was held on November 01, 2016 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn and Travis Chance. Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling and City Attorney Alvin Leaphart. Councilman John Riggs was absent.

The meeting was called to order by Mayor Jan J. Moore

The Invocation and Pledge of Allegiance was led by Councilman Sam Jones

Recognitions/Public Presentations

- A) Recognition of Employee of the Quarter**
- B) Recognition of Employee Safety and Advisory Committee**

Mayor Moore and Director of Human Resource presented Tammy Rushing with a plaque and check as the "Employee of the Quarter".

Director of Human Resource Jeff Grant recognized the members of the Safety and Advisory Committee. They were Tammy Rushing, Joey Bland, Leah Harden, Stella Robinson, Cindy Clifton, Solomon Gonzales, Brad Deal, Kiara Martin and Kristina Johnson.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes**
 - a) 10-18-2016 Council Minutes**
 - b) 10-25-2016 Called Council Minutes**

Councilman Chance made a motion, seconded by Councilman Yawn to approve the consent agenda in its entirety. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to approve Resolution 2016-37: A Resolution to Abandon and Dispose of a Portion of Right of Way on American Way.

Councilman Yawn made a motion, seconded by Councilman Jones to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

City Engineer Brad Deal updated Council on the purpose of the Resolution. No other person spoke for or against the item.

Councilman Yawn made a motion, seconded by Councilman Jones to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Boyum made a motion, seconded by Councilman Chance to approve **Resolution 2016-37**: A Resolution to Abandon and Dispose of a Portion of Right of Way on American Way. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Approve Resolution 2016-38: A Resolution authorizing the opening of a separate bank account for the 2016 Community Development Block Grant.

Councilman Boyum made a motion, seconded by Councilman Chance to approve **Resolution 2016-38**: A Resolution authorizing the opening of a separate bank account for the 2016 Community Development Block Grant. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2016-39: A Resolution to hereby further amend the Classification and Compensation plan as follows, that the Administration administrative assistant position is hereby reclassified to an Executive Assistant position and that the Planning & Development Department is creating the position of Keep Statesboro- Bulloch Beautiful (KSBB) Coordinator.

Councilman Yawn made a motion, seconded by Councilman Boyum to approve **Resolution 2016-39**: A Resolution to hereby further amend the Classification and Compensation plan as follows, that the Administration administrative assistant position is hereby reclassified to an Executive Assistant position and that the Planning & Development Department is creating the position of Keep Statesboro- Bulloch Beautiful (KSBB) Coordinator. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to award a Contract to Y-Delta Inc. in the amount of \$47,153.14 for the installation of the electrical and control components for the Burnett Liquid Lime System, as well as install equipment provided by others. The Project number is WWD-162 and is funded from Water/Sewer Income.

Councilman Chance made a motion, seconded by Councilman Yawn to award a Contract to Y-Delta Inc. in the amount of \$47,153.14 for the installation of the electrical and control components for the Burnett Liquid Lime System, as well as install equipment provided by others. The Project number is WWD-162 and is funded from Water/Sewer Income. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to award a contract to Aqua-Aerobics Systems, Inc. in the amount of \$53,614.08 for a "Sole Source Purchase" of 324 Filter Cloth Socks and miscellaneous other parts to replace all filter fabric on four Filter Units. The Project number is WWD-160 with \$60,000.00 budgeted and is to be funded from Water/Sewer Operating Income.

Councilman Yawn made a motion, seconded by Councilman Jones to award a contract to Aqua-Aerobics Systems, Inc. in the amount of \$53,614.08 for a "Sole Source Purchase" of 324 Filter Cloth Socks and miscellaneous other parts to replace all filter fabric on four Filter Units. The Project number is WWD-160 with \$60,000.00 budgeted and is to be funded from Water/Sewer Operating Income. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Other Business from City Council: None

City Managers Comments

- A) A discussion regarding an ordinance amending Chapter 42 of the Statesboro Code of Ordinances (Fire Protection and Prevention).**

Fire Chief Tim Grams and Deputy Fire Chief Ronnie Shaw presented the proposed changes for Chapter 42 of the Statesboro Code of Ordinances. The final draft will be brought back at the next Council meeting.

Deputy City Manager Robert Cheshire updated Council on the progress of the debris removal after Hurricane Matthew. He stated the cleanup was about 50 percent done. He also stated that sidewalks were being repaired on 5 streets as well as some streets were being paved.

Director of Human Resource Jeff Grant and Director of DSDA Allen Muldrew updated Council on the Holiday Celebration.

Councilman Boyum congratulated Mr. Muldrew and City Staff for the clean up after the "Scare on the Square" activities.

Public Comments (General)

- A) Bobby Simmons request to speak with Council regarding storm water**

The water was requested to be turned on for one of the apartments owned by Bobby Simmons. The water flooded the apartment and several others due to a faulty commode. Mr. Simmons is asking the City to pay the \$1000.00 deductible to his insurance company. He stated the city employee should not have left the water on and should have checked to see if the meter was traveling before he left the site.

At 10:10 am, Mayor Moore left the meeting.

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

At 10:15 am, Councilman Yawn made a motion, seconded by Councilman Boyum to enter into Executive Session with a 2 minute break. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

At 10:35 am, Mayor Pro Tem brought the meeting back to order. Councilman Yawn made a motion, seconded by Councilman Boyum to exit Executive Session. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Mayor Pro Tem Travis Chance stated there was no action taken in Executive Session.

Consideration of a Motion to Adjourn

Councilman Yawn made a motion, seconded by Councilman Boyum to adjourn the meeting. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

The meeting was adjourned at 10:35 am.

ALCOHOL APPLICATION CHECKLIST

Quick Shop

Business Name: _____

1. Zoning/Planning
2. Fire Inspection
3. Police Department - 10/18. Emailed AAP
4. Alvin Leaphart (City Attorney) 10/18 Emailed AAP.
5. Building Inspector Kitchen _____yes _____~~X~~no
6. Background Check (Tax Office)
7. NA Food Service Permit (Health Department-Tax Office)
8. Food Sales Permit (Department of Ag-Tax Office)
9. Copy of Identification (Tax Office)
8. NA Applicant is an individual (Trade Name Affidavit)
9. NA Applicant is a partnership(Certificate of LLC)
10. Applicant is a corporation(Articles of Incorporation)
11. Copy of Lease
12. Plat from registered Surveyor - 9/27. called Mr. Patel.
Need a plat that certifies Prop. Req.
13. Floor Plan 10/11. called - left message
10/12. Received Plat from Mr. Patel
14. Public Hearing Notice - Posted 11-7-10
Jenna Skiner

Teresa Skinner, Tax Clerk

Approved By Mayor and Council on _____

RECEIVED
9-14-10

PLEASE BE ADVISED THAT KNOWINGLY PROVIDING FALSE OR MISLEADING INFORMATION ON THIS DOCUMENT IS A FELONY PURSUANT TO O.C.G.A. §16-10-20 WHICH STATES:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES
CITY OF STATESBORO, GEORGIA

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. A non-refundable TWO HUNDRED dollar (\$200.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order, checks should be made payable to the City of Statesboro.)

1. BUSINESS TRADE NAME: QUICK SHOP
D/B/A Name

2. APPLICANT'S NAME: S & D Grandsons Inc
(Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: 301 N. MAIN ST STE# _____
Statesboro, GA, 30458

4. BUSINESS MAIL ADDRESS: 301 N MAIN ST

CITY: Statesboro STATE: GA ZIP CODE: 30458

5. LOCAL BUSINESS TELEPHONE NUMBER: (777) 238-0229

CORPORATE OFFICE TELEPHONE NUMBER: ()

6. CONTACT NAME FOR BUSINESS: KARAN . PATEL

TELEPHONE NUMBER FOR CONTACT PERSON: [REDACTED]

7. NAME OF MANAGER: KARAN PATEL
(Person responsible for Alcohol Licensing issues)

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)

NEW MANAGER _____ NEW BUSINESS: _____ NEW OWNER:

PREVIOUS OWNER'S NAME: Kishor L dodia

BUSINESS NAME CHANGE: PREVIOUS BUSINESS NAME: Time Saver

ADDRESS CHANGE: _____ PREVIOUS ADDRESS: _____

LICENSE CLASS CHANGE: BEER _____ WINE _____ LIQUOR _____ OTHER _____

9. INDICATE WHERE BUSINESS WILL BE LOCATED:

Above Ground Street or Ground Floor Level

SEC. 6-10(D) ANY PERSON WITHIN THE CITY OF STATESBORO WHO WORKS AS A BOUNCER, EITHER AS AN EMPLOYEE, AGENT, OR SUBCONTRACTOR WHOSE RESPONSIBILITIES IN AN ESTABLISHMENT THAT IS LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION SHALL HAVE THEIR ALCOHOLIC BEVERAGE SECURITY PERMIT ON THEIR PERSON AT ALL TIMES WHILE ACTING AS AN EMPLOYEE, AGENT OR SUBCONTRACTOR OF THE LICENSEE. AN ALCOHOLIC BEVERAGE SECURITY PERMIT SHALL BE READILY AVAILABLE FOR INSPECTION UPON THE REQUEST OF ANY STATESBORO POLICE DEPARTMENT OFFICER, CITY CODE ENFORCEMENT OFFICER, OR THE CITY MANAGER OR HIS DESIGNEE.

DOES ANY EMPLOYEE DESCRIBED IN THE ABOVE PARAGRAPH HAVE AN ALCOHOLIC BEVERAGE SECURITY PERMIT? YES NO (PERMIT SHALL BE OBTAINED FROM THE STATESBORO POLICE DEPARTMENT)

CALCULATION OF BASIC LICENSE FEE: **FOR CALENDAR YEAR** 2016

<u>CLASSIFICATION</u>	(Mark All That Apply)	<u>LICENSE FEE</u>
Class B, Retail Beer Package	<input checked="" type="checkbox"/>	875.00
Class C, Retail Wine Package	<input checked="" type="checkbox"/>	875.00
Class D, Retail Liquor by the Drink	<input type="checkbox"/>	1,425.00
Class E, Retail Beer by the Drink	<input type="checkbox"/>	1,425.00
Class F, Retail Wine by the Drink	<input type="checkbox"/>	1,425.00
Class G, Wholesale Liquor	<input type="checkbox"/>	1,500.00
Class H, Wholesale Beer	<input type="checkbox"/>	1,500.00
Class I, Wholesale Wine	<input type="checkbox"/>	1,500.00
Class J, Licensed Alcoholic Beverage Caterer	<input type="checkbox"/>	200.00
Class K, Brewer, Manufacturer of Malt Beverages Only	<input type="checkbox"/>	1,750.00
Class L, Broker	<input type="checkbox"/>	1,750.00
Class M, Importer	<input type="checkbox"/>	1,750.00
Class O, Manufacture on Wine Only	<input type="checkbox"/>	1,750.00
Sunday Sales Permit	<input checked="" type="checkbox"/>	300.00
In Room Service Permit	<input type="checkbox"/>	150.00

Georgia Law (O.C.G.A. Section 3-3-7) states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served and in any licensed establishment which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging."

Sunday sales permit holders are subject to audit for compliance with State Law. Each establishment is required to maintain Financial Records on food sales and alcohol sales by separate business location to demonstrate compliance with State and Local Law.

TOTAL ANNUAL LICENSE FEE: \$ 2050.00

PARTIAL YEAR CALCULATION IF APPLICABLE: \$ _____

Special Event Permit 50.00
 Distance Waiver Application Fee 150.00
 Alcohol Beverage Control Security Permit(Permit Shall Be Obtained From The Statesboro Police Department) 50.00

10. TYPE OF BUSINESS: (CHECK ONE) Individual Corporation Partnership L L C

(COMPLETE EITHER NUMBERS 11, 12 AND 13, AND/OR 14, 15 AND 16 IN THE SECTION BELOW)

11. IF APPLICANT IS AN INDIVIDUAL: Attach copy of trade name affidavit.

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION? _____

12. IF APPLICANT IS A PARTNERSHIP, L.L.C., or L.L.P.: Attach trade name affidavit, if an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement as well as other documents listed below that establish ownership rights of members or partners.

NAME AND ADDRESS OF PARTNERSHIP, LLC, or LLP: _____

DO YOU HAVE AN OPERATING AGREEMENT OR PARTNERSHIP AGREEMENT FOR THE LLC, LLP OR PARTNERSHIP? _____

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE MEMBERS OR PARTNERS? _____

13. MEMBERS OF L.L.C. and/or PARTNERS:

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NUMBER _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAS EACH MEMBER OR PARTNER COMPLETED A FINANCIAL AFFIDAVIT TO ATTACH TO THIS APPLICATION? _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

CORPORATION-STOCKHOLDERS: All corporate applicants who are corporations shall list the names and address of all stockholders and the percentage of stock owned by each. If a named stockholder therein is another corporation, the same information shall be given for the Stockholding Corporation. If, during the life of the license, the identity of the stockholders or their percentage of ownership should change, that information shall be sent to the Finance Department.

14. IF APPLICANT IS A CORPORATION: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

NAME OF CORPORATION: S B D Grandsons inc
(Name shown exactly as in Articles of Incorporation or Charter)

HOME OFFICE: 301 N MAIN ST, Statesboro, GA, 30458

MAIL ADDRESS IF DIFFERENT: _____

* DATE AND PLACE OF INCORPORATION: 09/19/15

* DO YOU HAVE A SHAREHOLDERS AGREEMENT? YES

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE SHAREHOLDERS? _____

* 15. OFFICERS:

FULL LEGAL NAME: KARAN PATEL PHONE# [REDACTED]

% STOCK OWNED: 100 50 OFFICE HELD: _____

FULL LEGAL NAME: PARTH PATEL PHONE# [REDACTED]

% STOCK OWNED: 50 OFFICE HELD: _____

17. If there is any individual or officer, who has resided at his current address less than five (5) years, complete information below.

NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

FULL NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

18. State name and address of owner of the property (Land and Building) where the business will be located.

Mahadev Shankar LLC, Kishor L Dodia

19. Is the commercial space where the business is to be located rented or leased?

Answer: YES NO _____ If yes, state name of lessor or landlord and address, and provide a copy of the lease with this application.

Mahadev Shankar LLC

301 N Main St, Statesboro, GA, 30458

20. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons; firm, company, corporation, or other entity.

Answer: YES _____ NO If yes, give name of person or firm and address and amount of percentage of profits or receipts to be split.

21. Is there anyone connected with this business that is not a legal resident of the United States and at least twenty-one (21) years of age?

Answer: YES _____ NO If yes, give full details on separate sheet.

If anyone connected with this business is not a U.S. Citizen, can they legally be employed in the United States.

Answer: YES _____ NO N/A _____ If yes, explain on a separate sheet and submit copies of eligibility.

22. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other City or County in the State of Georgia, or other state or political subdivision and been denied such?

Answer: YES _____ NO If yes, give full details on separate sheet.

23. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category?

Answer: YES _____ NO If yes, give full details on separate sheet

24. Is there anyone connected with this business that has been convicted within fifteen years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?

Answer: YES _____ NO If yes, give full details on separate sheet, including dates, charges and disposition.

25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) of any state, federal or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense?

Answer: YES _____ NO If yes, give full details on separate sheet, including dates, charges and disposition.

26. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?

Answer: YES _____ NO If yes, give full details on separate sheet.

27. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal Agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity ?

Answer: YES _____ NO If yes, give full details on separate sheet.

28. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in criminal activities.

Answer: YES _____ NO If yes, give full details on separate sheet.

29. Will live nude performances or adult entertainment be a part of this business' operations?

Answer: YES _____ NO If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, KARAN PATEL, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 as provided above which I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

KARANI. PATEL

Print Full Name As Signed Below

K. H. Patel
Signature of Applicant

owner
Title

09/09/16
Date

SWORN TO AND SUBSCRIBED BEFORE ME THIS

9 DAY OF September 16

[Signature]
NOTARY PUBLIC (SEAL)

My Commission Expires: MY COMMISSION EXPIRES
JULY 18, 2017

PLEASE BE ADVISED THAT KNOWINGLY PROVIDING FALSE OR MISLEADING INFORMATION ON THIS DOCUMENT IS A FELONY PURSUANT TO O.C.G.A. §16-10-20 WHICH STATES:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

FINANCIAL AFFIDAVIT

This form must be completed by individuals with ownership and/or investment interest in the business whether direct or indirect. This form may be required of others at the discretion of the City Clerk. Each question must be fully answered. If additional space is required, attach and additional sheet of paper.

1. PATEL KARAN H [REDACTED]
LAST NAME FIRST NAME MI SOCIAL SECURITY NO.

2. [REDACTED]
HOME ADDRESS (Actual Physical Location of Residence; Do not use P.O. Box)

[REDACTED] [REDACTED] [REDACTED] [REDACTED]
CITY STATE ZIP + 4 DAY CONTACT NUMBER

3. KARAN. H. PATEL Quick Shop
LEGAL NAME OF BUSINESS OWNER TRADE NAME/DBA NAME

4. MY PERCENTAGE OF OWNERSHIP INTEREST IN THIS BUSINESS IS 100

SOURCE OF INVESTMENT FUNDING

(You may be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)

5. THE TOTAL AMOUNT OF MONEY I HAVE INVESTED IN THIS BUSINESS IS VALUED \$ 38,000.00

6. THE SOURCE OF THE TOTAL AMOUNT OF MONEY I HAVE INVESTED IN THIS BUSINESS IS AS FOLLOWS:

I HAVE RECEIVED A LOAN IN THE AMOUNT OF \$ N/A FROM N/A AND DO/DO NOT HAVE WRITTEN DOCUMENTATION OF THE TERMS OF SAID LOAN.

(If you have additional funds or property of any kind from additional sources please list those on a separate sheet of paper and attach to this affidavit.)

I HAVE INVESTED MY OWN PERSONAL FUNDS IN THE AMOUNT OF 38,000.00 WHICH I DO HAVE WRITTEN DOCUMENTATION AS TO THE SOURCE OF SAID PERSONAL FUNDS.

I HAVE INVESTED MY OWN PERSONAL FUNDS AND PROPERTY IN THE AMOUNT OF N/A WHICH I DO NOT HAVE WRITTEN DOCUMENTATION AS TO THE SOURCE OF SAID PERSONAL FUNDS.

I HAVE INVESTED FUNDS WHICH ARE NOT MY PERSONAL FUNDS IN THE AMOUNT OF N/A WHICH I DO HAVE WRITTEN DOCUMENTATION AS TO THE SOURCE OF SAID FUNDS. THE SOURCE OF THESE FUNDS IS/ARE NA

I HAVE INVESTED FUNDS WHICH ARE NOT MY PERSONAL FUNDS IN THE AMOUNT OF N/A WHICH I DO NOT HAVE WRITTEN DOCUMENTATION AS TO THE SOURCE OF SAID PERSONAL FUNDS. THE SOURCE OF THESE FUNDS IS/ARE N/A

Please attach additional pages if necessary to disclose all sources of money and other capital invested in this business.

I, KARAN PATEL, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 provided above which I have read and understand, that all information required in this FINANCIAL AFFIDAVIT and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

KARAN PATEL
Print Full Name As Signed Below

K. H. Patel owner 09/09/16
Signature of Applicant Title Date

SWORN TO AND SUBSCRIBED BEFORE ME THIS

9th DAY OF September 2016
Jasvira M. Gurt
NOTARY PUBLIC (SEAL)
My Commission Expires: JULY 18, 2017





City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

(912) 764-0630
 (912) 764-0664 (Fax)

RZ 16-10-01, RZ 16-10-02, RZ 16-10-03 & RZ 16-11-02
ZONING MAP AMENDMENT REQUESTS
115 Continental Road & 0 Veterans Memorial Parkway

LOCATION: 115 Continental Road, 0 Veterans Memorial Parkway, 0 Veterans Memorial Parkway and 0 Veterans Memorial Parkway

REQUEST: Rezone from CR (Commercial Retail) to HOC (Highway Oriented Commercial) to permit construction of a new and used car and truck dealership.

APPLICANT: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC

OWNER(S): J.C. Lewis Investment Company, LLC

ACRES: 14.51 acres combined

PARCEL TAX MAP #: MS42 000013 000, MS42 000012 000, MS42 000012 002 and MS42 000012 001

COUNCIL DISTRICT: 2 (Jones)



PROPOSAL:

The applicant is requesting a zoning map amendment for four (4) parcels totaling 14.51 acres from CR (Commercial Retail) to HOC (Highway Oriented Commercial) to permit a new and used automobile dealership (See **Exhibit A** – Location Map, **Exhibit B** – Proposed Site Layout Plan).

BACKGROUND:

The subject parcels are located at 115 Continental Road (tax parcel MS42 000013 000), 0 Veterans Memorial Parkway (tax parcel MS42 000012 000), 0 Veterans Memorial Parkway (tax parcel MS42 000012 002) and 0 Veterans Memorial Parkway (tax parcel MS42 000012 001). The parcels are currently undeveloped, with the exception of one (2) single-family structures located at 115 Continental Road (tax parcel MS42 000013 000).

SURROUNDING ZONING/LAND USES:

	ZONING:	LAND USE:
NORTH:	R4 (High Density Residential District), R10 (Single-Family Residential) & HI (Heavy Industrial—Bulloch County)	Apartment houses and single-family residential
SOUTH:	CR (Commercial Retail) & HC (Highway Commercial—Bulloch County)	Food service facilities, retail facilities and automobile sales
EAST:	CR (Commercial Retail) & R4 (High Density Residential District)	Service station
WEST	HI (Heavy Industrial—Bulloch County) & HC (Highway Commercial)—Bulloch County	Warehouses

Properties to the north are predominantly residential, while properties to the south include food service and retail facilities, including Advance Auto Parts, Jenkin's Pre-owned Auto Sales and Uncle Shug's Chicken Barn. Flash Foods is to the east and several warehouses are to the west in Bulloch County. (See **EXHIBIT C**—Photos of Subject Site and Surrounding Properties).

COMPREHENSIVE PLAN:

The subject site lies within the "Gateways—City Limits" character area as identified by the City of Statesboro 2014 Future Development Map (See **EXHIBIT D**—2014 Future Development Map) within the *City of Statesboro Updated 2014 Comprehensive Plan*. The site is adjacent to the "Activity Centers/Regional Centers" and the "Commercial Redevelopment Area #2" character areas.

Vision:

Gateways into Statesboro, which are primarily located on major arterials at their intersections with the bypass, should make it clear to residents and visitors that they are entering into the incorporated area of the City through careful attention to development standards, signage, landscaping, and similar elements.

Suggested Development & Implementation Strategies

- There should be good vehicular and pedestrian/bike connections to retail/commercial services as well as internal street network connectivity, connectivity to adjacent properties/subdivisions, and multiple site access points.
- Encourage compatible architecture styles that maintain regional character.
- Screen parking areas from view through attractive landscaping, low fencing, etc. Where feasible, locate parking beside or behind buildings.
- Install streetscape improvements which reflect the character of Statesboro through special treatment of sidewalks (such as pavers, scored concrete, etc.), pedestrian scaled lighting, street trees, hardscape, seasonal plantings, etc.

Statesboro Updated 2015 Comprehensive Plan, Community Agenda page 32.

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject properties are currently serviced by city utilities, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

The subject properties do contain wetlands and are not located in a special flood hazard area. Any environmental issues will be addressed during the permitting phase.

ANALYSIS:

I. Whether a zoning map amendment requested by applications RZ 16-10-01, RZ 16-10-02, RZ 16-10-03 and RZ 16-11-02 should be granted to allow the site to develop as a commercial automobile dealership.

"Automobile and allied sales and services: service stations and repair shops, used car and truck sales, automotive parts and accessories, new car and truck sales, boat and marine sales, trailer and mobile home sales, heavy equipment and/or farm implement sales, and shops" are listed permissible uses allowable by right only within the HOC (Highway Oriented Commercial) zoning district. The subject site requesting the use of automobile sales is zoned CR (Commercial Retail). Automobile and allied sales and services is not a permissible use by right for the subject site under its current zoning designation.

Current Zoning Compared to Requested Zoning

Commercial Retail Districts allow for general retail, wholesale, office, and personal service establishments and health care uses. This district allows for more intense and less dense development, but allows for uses that are not as automobile dependent as the Highway Oriented Commercial district, in which the principal use of land is for establishments offering accommodations and supplies or services to motorists and the traveling public and require more land area.

The CR (Commercial Retail) zoning district for the City of Statesboro is generally considered to be appropriate for commercial development that is more compact in density, but likely higher in intensity of use, than those uses permitted within the HOC (Highway Oriented Commercial) district. The HOC (Highway Oriented Commercial) district, therefore, requires deeper setbacks and larger minimum lot sizes than the CR district. Furthermore, the purpose statement for the HOC (Highway Oriented Commercial) district specifically states that HOC (Highway Oriented

Commercial) zones should be located along major thoroughfares and should be maintained for those uses “not encouraged in commercial retail areas.” Therefore, it is the recommendation of staff that adjusting the zoning of the subject site to HOC (Highway Oriented Commercial) in order to permit the desired use would be appropriate for this parcel given its location and the surrounding character and context.

The request to rezone the combined 14.51 acre properties from CR (Commercial Retail) district to HOC (Highway Oriented Commercial) district should be considered in light of the standards for determination of zoning map amendments given in Section 2007 of the Statesboro Zoning Ordinance; the vision and community policies articulated within the city’s two (2) primary land use policies: The Statesboro Comprehensive Plan and the 2035 Bulloch County/City of Statesboro Long Range Transportation Plan; and the potential for the property to develop in conformance with the requirements of the proposed HOC (Highway Oriented Commercial) zoning district as set forth in the Statesboro Zoning Ordinance.

Section 2007 of the Statesboro Zoning Ordinance provides eight (8) standards for the Mayor and City Council to consider “in making its determination” regarding a zoning map amendment and “balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.” Those standards are numbered below 1-8. Staff findings regarding some of the factors are given for Council’s consideration of the application:

(1) Existing uses and zoning or (of) property nearby;

- Adjacent and nearby zones are mixed use and include Commercial Retail, Single-family residential, Heavy Industrial (Bulloch County), and Highway Commercial (Bulloch County). Despite the surrounding zoning districts, many of the nearby uses are designed to provide services to the traveling public.
- Staff suggests that a zoning map amendment would be appropriate in this case if Council were to make a finding that the area around the subject site is changing or has transitioned since the property was zoned Commercial Retail (most likely in 1977) and that the requested rezone would be appropriate for present conditions and the projected future needs of the City.

(2) The extent to which property values are diminished by the particular zoning restrictions.

(3) The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.

(4) The relative gain to the public, as compared to the hardship imposed upon the property owner.

(5) The suitability of the subject property for the zoned purposes.

- The HOC zoning district requires 20,000 square feet in lot size per structure. These lots can be developed in accordance with the requirements of the HOC zoning district.

(6) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.

- The lots have most likely been vacant since its original Commercial Retail zoning designation, with the exception of 115 Continental Road, on which one (2) single-family structures exist.

(7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;

(8) Consistency with other governmental land use, transportation, and development plans for the community.

STAFF RECOMMENDATION:

Staff recommends approval of the requested zoning map amendments as it is a reasonable finding of fact that the conditions surrounding the subject site have changed since the (CR) Commercial Retail zoning in 1977. Furthermore, the property can be developed in conformance with the requested HOC zoning district and the proposal is consistent with the *Statesboro Comprehensive Plan*.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting, Wednesday, November 2, 2016 at 5:00 PM, the Planning Commission voted 4 to 0 to approve the zoning map amendments requested by applications RZ 16-10-01, RZ 16-10-02, RZ 16-10-03 and RZ 16-11-02.

EXHIBIT A: LOCATION MAP



EXHIBIT C: PHOTOS OF SUBJECT SITE AND SURROUNDING AREA



Picture 1 Subject Site Facing North East



Picture 2 Subject Site Facing Veterans Memorial Parkway Depicting Light at Highway 301, Flash Foods and Advance Auto Parts.

EXHIBIT C: PHOTOS OF SUBJECT SITE AND SURROUNDING AREA (CONT)



Picture 3 Photo from Subject Site Depicting Advance Auto Parts and Family Dollar across Veterans Memorial Parkway



Picture 4 Subject Site at Driveway of 115 Continental Road

EXHIBIT C: PHOTOS OF SUBJECT SITE AND SURROUNDING AREA (CONT)



Picture 5 Single-Family Structures at 115 Continental Road Tax Parcel Number MS42 000013 000



Picture 6 Subject Site Showing Property Line at 115 Continental Road

EXHIBIT C: PHOTOS OF SUBJECT SITE AND SURROUNDING AREA (CONT)



Picture 7 Subject Site from Parking Lot of Family Dollar across Veterans Memorial Parkway



Picture 8 Subject Site from Parking Lot of Family Dollar across Veterans Memorial Parkway

EXHIBIT C: PHOTOS OF SUBJECT SITE AND SURROUNDING AREA (CONT)

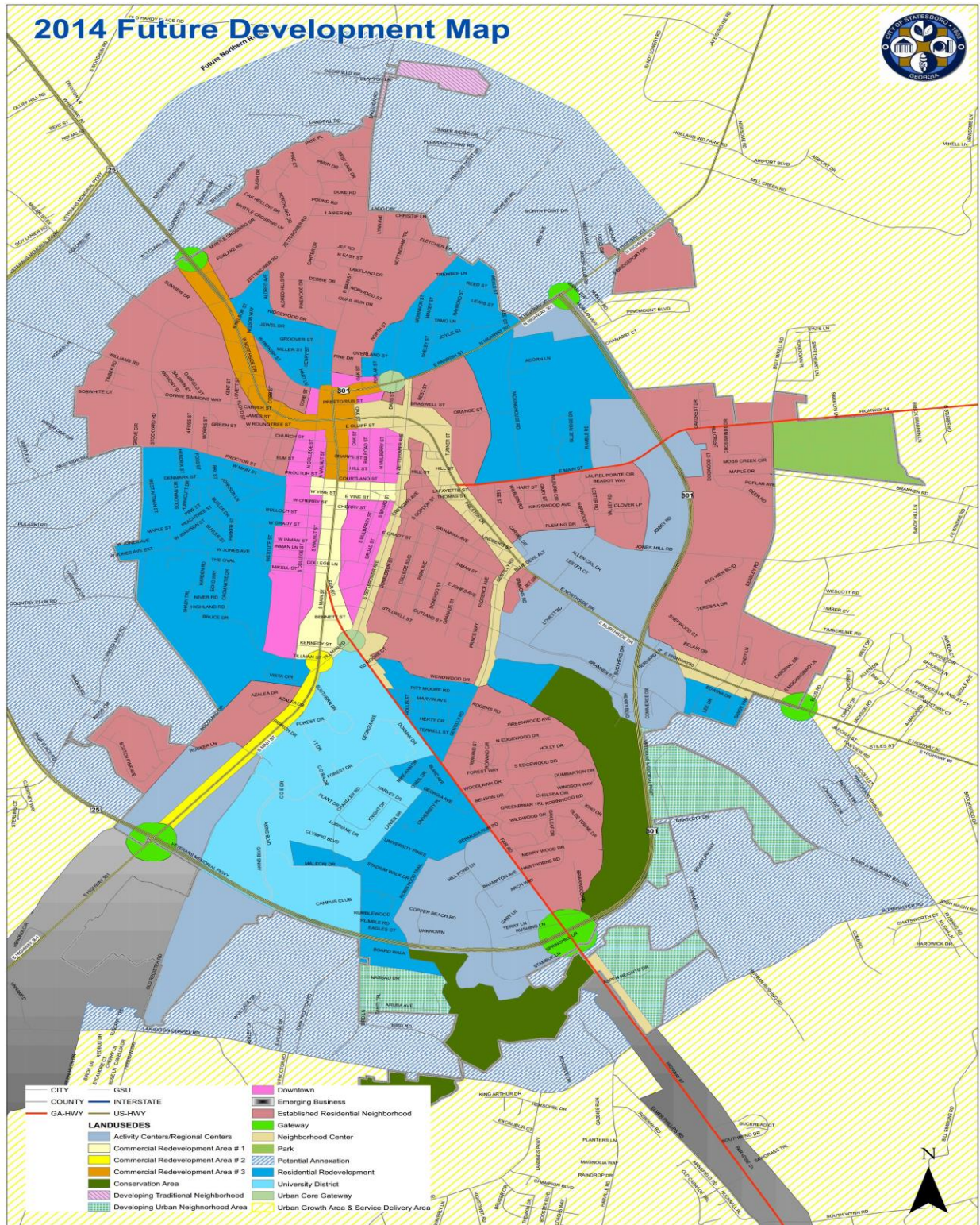


Picture 9 Subject Site from Parking Lot of Family Dollar across Veterans Memorial Parkway



Picture 9 Subject Site from Parking Lot of Flash Foods across Highway 301

EXHIBIT D: CITY OF STATESBORO 2014 FUTURE DEVELOPMENT MAP





City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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V 16-09-02
VARIANCE REQUEST
0 S&S RAILROAD BED ROAD

LOCATION: 0 S & S Railroad Bed Road

REQUEST: Variance from Article XV Section 1509(C) Table 3 regarding the maximum allowed height for a monument sign.

APPLICANT: Beacon Place Statesboro, LLC

OWNER(S): Beacon Place Statesboro, LLC

ACRES: 38.6 acres

PARCEL TAX MAP #: 107 000005 007

COUNCIL DISTRICT: District 5 (Chance)



PROPOSAL:

The applicant requests a variance from Article XV Section 1509(C) Table 3 of the *Statesboro Zoning Ordinance* regarding the maximum allowed height for a monument sign. The subject site is zoned PUD/R4 (Planned Unit Development with High Density Residential District Overlay) and located in Sign District 1 (See **Exhibit A** – Location Map).

BACKGROUND:

The subject site was annexed into the City of Statesboro municipal limits in July 2013, pursuant to application number AN 13-03-07, with CR (Commercial Retail), R4 (High Density Residential), R3 (Medium Density Multiple Family Residential) and R10 (Single Family Residential) zoning districts (Tax Parcel Number 107 000005 000). In September 2014, a zoning map amendment was approved changing the zoning from R3, R4, R10 and CR to PUD (Planned Unit Development) with the requirement that the property develop in accordance with the R4 (High Density Residential) zoning district. The conditions placed on the PUD do not address signage at the location.

The applicant's proposal includes one (1) building sign, which meets regulations, and one (1) monument sign, which exceeds the maximum height requirement for Sign District 1.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	R25 (Single Family Residential—Bulloch County)	Undeveloped
SOUTH:	R40 (Single Family Residential—Bulloch County)	Single family detached dwelling units
EAST:	R8 (Single Family Residential) and R10 (Single Family Residential)	Undeveloped
WEST	R15 (Single Family Residential)	Educational use

The subject property is located within the PUD/R4 (Planned Unit Development with High Density Residential Overlay) zoning district. Surrounding parcels are undeveloped, single-family residential and educational in nature, and include the Bradford Place Subdivision and the Sallie Zetterower Elementary School. (See **Exhibit A** – Location Map and **Exhibit B**—Site Photos).

COMPREHENSIVE PLAN:

Vision

The subject site lies within the “Developing Urban Neighborhood” character area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Master Plan*. The residential areas in the Developing Urban Neighborhood Areas are located in newly developing or redeveloping areas of the City. The developments in this area will primarily be characterized by urban style housing, likely with clustered densities, green space, and a higher level of resident amenities. Nodal commercial development should also be included to serve the needs of resident. New developments should strive to increase connectivity within developments, to existing streets, and to adjacent undeveloped properties. Sidewalk facilities should be located along major roadways and along neighborhood streets. Pedestrian access should remain a priority. (See **Exhibit C** – Future Development Map).

Some suggested development and implementation strategies for the “Developing Urban Neighborhood” character area include the following:

- Site plans, buildings design, and landscaping that are sensitive to natural features of the sites, including topography and views

Statesboro Comprehensive Master Plan, Community Agenda page 19.

In addition, the Future Development Map and Defining Narrative section of the Comprehensive Plan states the following:

“Statesboro residents have expressed dissatisfaction with a variety of features in the community which clutter streetscapes and obstruct natural landscape features -particularly on major corridors entering and exiting the community. While City leadership has acknowledged the need to comprehensively update land development regulations to holistically address aesthetic concerns, there exist a number of individual topics which can be addressed by ordinance amendments in the short-term. Signs (attached and detached) should be managed by incorporating uniform design features, and by restricting billboards and other off-premise signage which distract from traffic control signage and compete with local and other on-site businesses.”

Statesboro Comprehensive Master Plan, Community Agenda page 11.

ANALYSIS:

- I. **Variance from Article XV Section 1509(C) Table 3: Sign District 1 Dimensional Standards to permit an increase in the maximum height for one (1) monument sign.**

The applicant is requesting a variance from Article XV Section 1509(C) Table 3 regarding the maximum height for one (1) monument sign (See **Exhibit D**—Proposed Signage Plans). The subject site is located in the PUD/R4 (Planned Unit Development with Single Family Residential Overlay) zoning district and is regulated by the dimensional standards of Sign District 1 (See **Exhibit E**—Section 1509(C) Table 3). The ordinance restricts the height of monument signs to six feet. The applicant’s intention is to increase the maximum height of one (1) monument sign from the permissible 6’ to 13’ 8” for the S&S Railroad Bed Road elevation.

Section 1503(G) states that no variances shall be permitted from the terms of Article XV regarding signs in the *Statesboro Zoning Ordinance*. It continues to state that "Specifically, no variances under article XVIII of this ordinance [chapter] shall be applicable to the standards contained within this article." However, Article XV regarding signs is part of the *Statesboro Zoning Ordinance*, which provides for the award of variances by the City Council from the zoning regulations stating that "approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done" and **Section 1801 states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:**

1. **There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - There are no special conditions.
2. **The special conditions and circumstances do not result from the actions of the applicant;**
3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - There is no proven hardship.
 -
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

STAFF RECOMMENDATION:

Staff recommends approval of the variance requested by application V 16-09-02.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting, Wednesday, November 2, 2016 at 5:00 PM, the Planning Commission voted 4 to 0 to approve the variance requested by application V 16-09-02.

EXHIBIT A: LOCATION MAP

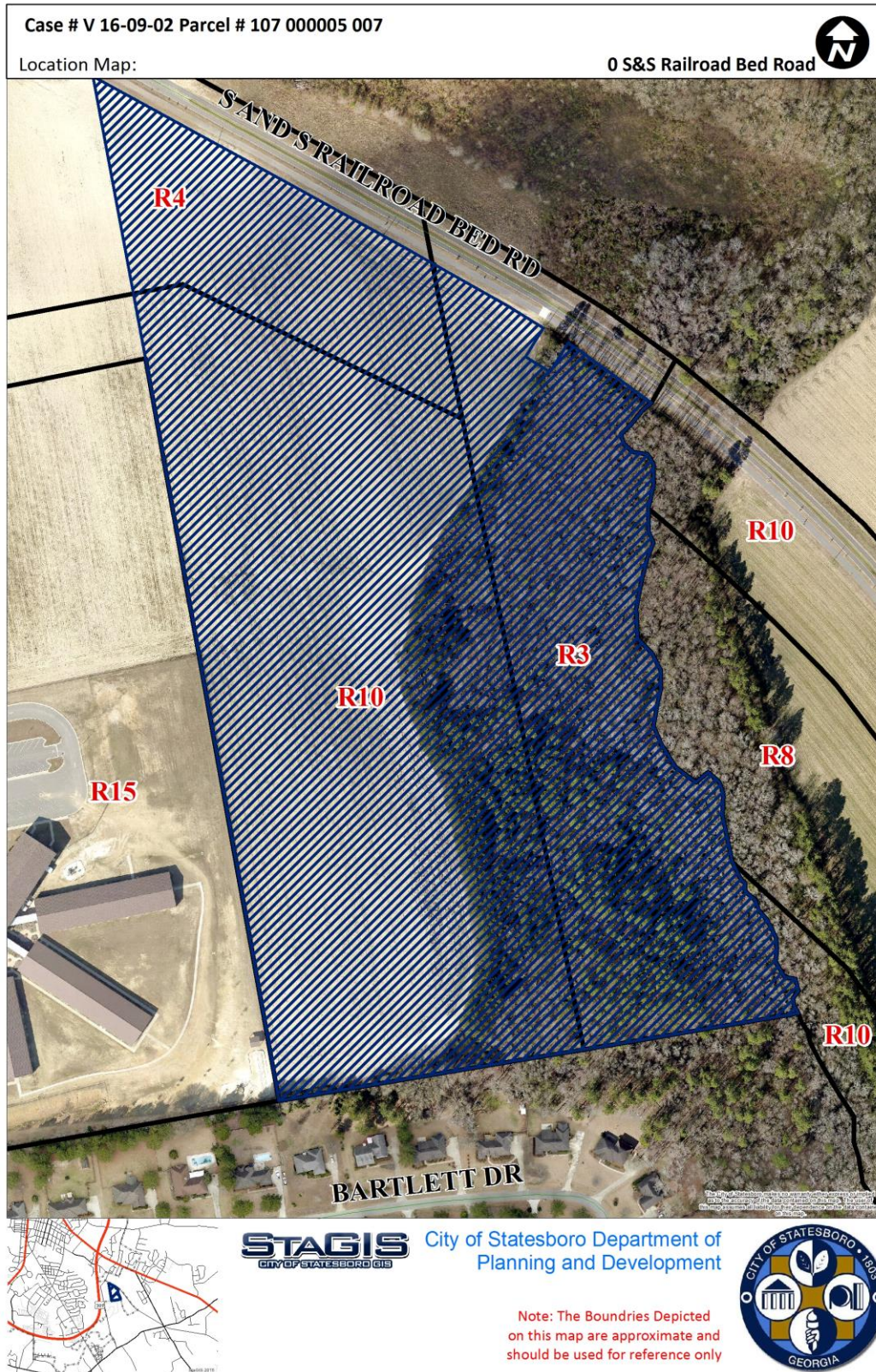


EXHIBIT B: SITE PHOTOS



Picture 1 Proposed Location of Monument Sign Facing S & S Railroad Bed Road



Picture 2 Proposed Location of Monument Sign Facing Beacon Place

EXHIBIT B: SITE PHOTOS



Picture 3 S & S Railroad Bed Road Facing North West at Entrance of Development



Picture 4 S & S Railroad Bed Road Facing South East at Entrance of Development

EXHIBIT C: FUTURE DEVELOPMENT MAP

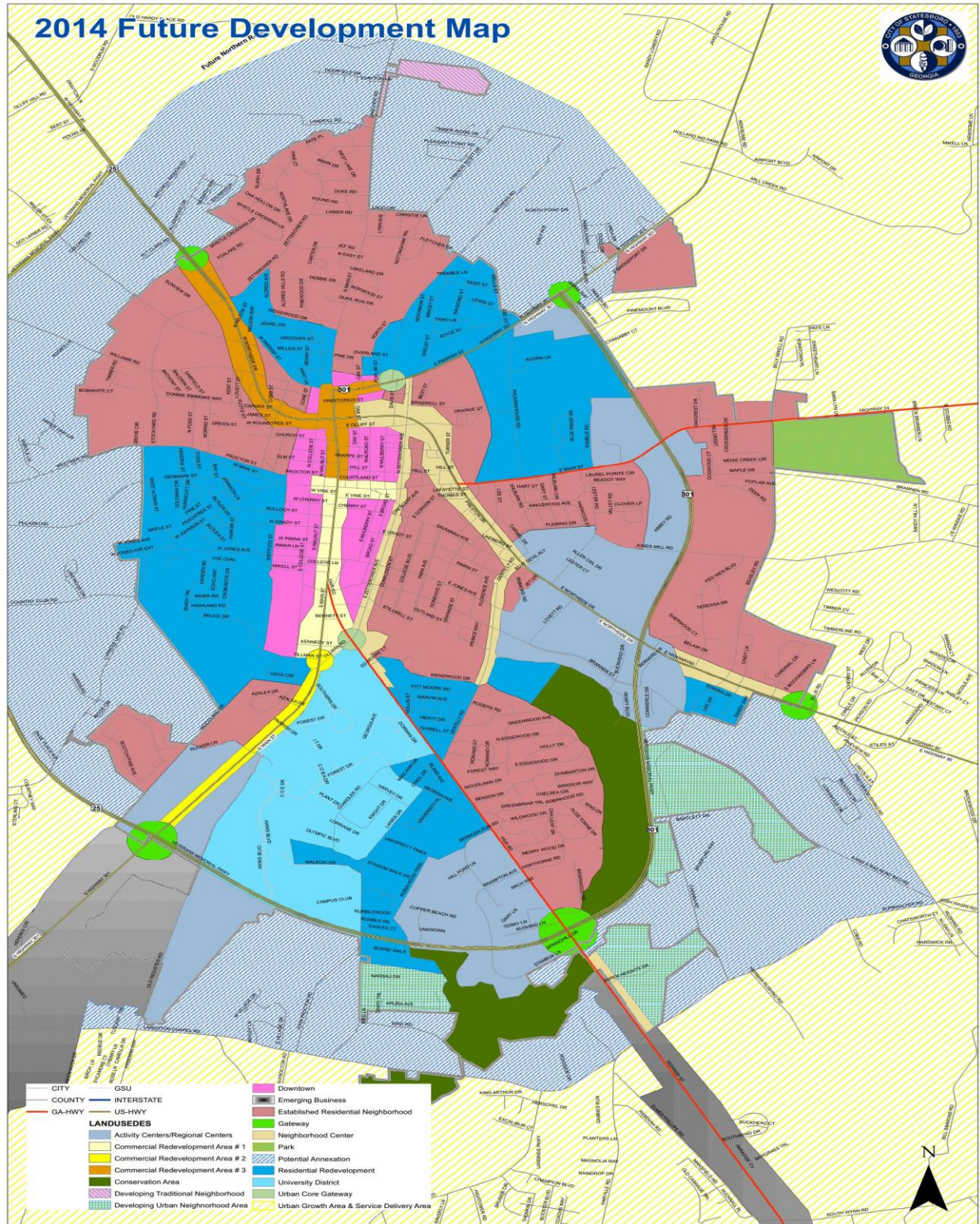


EXHIBIT D: PROPOSED SIGNAGE PLANS



EXHIBIT D: PROPOSED SIGNAGE PLANS (CONT)

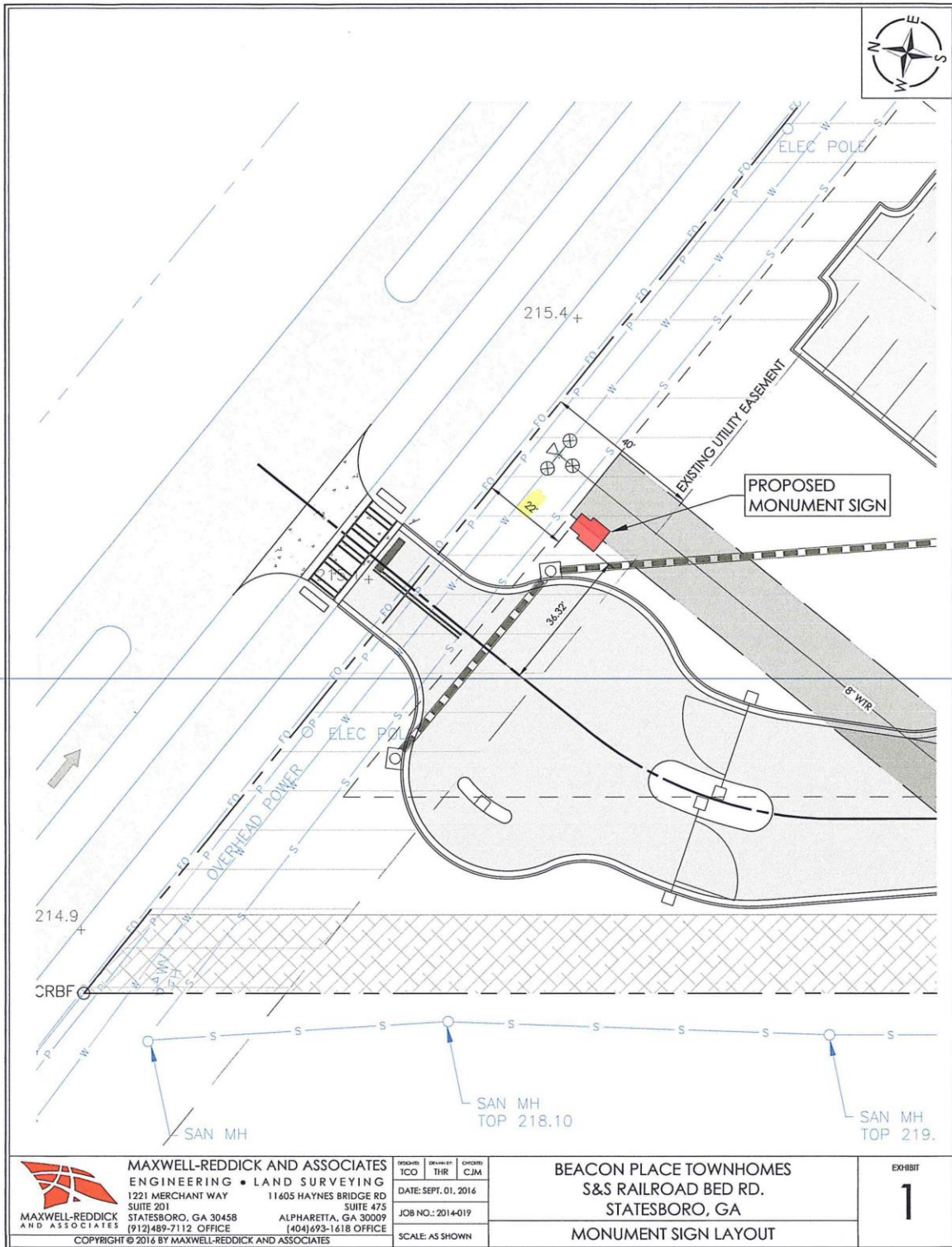
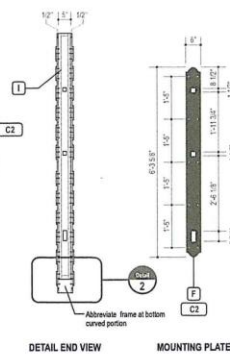
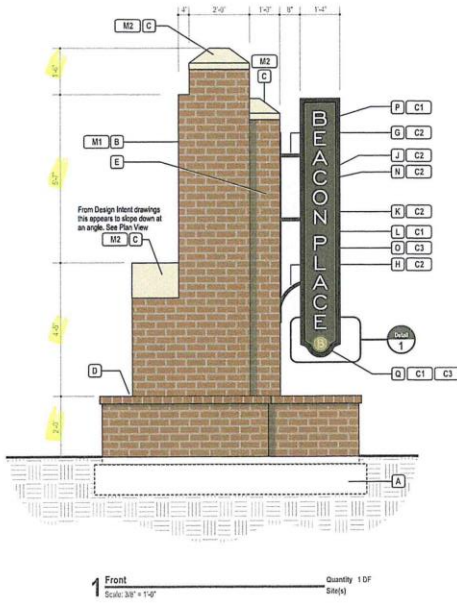


EXHIBIT D: PROPOSED SIGNAGE PLANS (CONT)



- Colors & Finishes**
- Colors shown here may not exactly match manufacturers color chart exactly in actual sample. Check for color swatches or specifications for exact color prior to production or approve three color samples of color specifications.
- C1** White - Semi Gloss (TGD)
 - C2** Bronze - Semi Gloss (TGD)
 - C3** Green - Semi Gloss (TGD)
 - M1** Brick and Mortar (TGD)
 - M2** Limestone Cap (TGD)
- Code Information**
- Maximum Sign Area Allowed: Not Provided
 Maximum Height: Not Provided
 Designed Sign Area: XX Sq Ft (Based on)
 Maximum Projection: 3A
 Setback from R/W: Not Provided
- Construction Specifications**
- A** Masonry Foundation
 - B** Brick Masonry Structure
 - C** Limestone Cap - From Design Intent drawings this appears to be custom in size and shape
 - D** Plaster Area
 - E** This Area to have solid fill grout for Anchor Bolt Attachment of Mounting Plate
 - F** Mounting Plate - .250" Thick Aluminum Plate Water Jet or CNC Router Cut
 - G** Support Arm (Straight) - 1" x 1" Aluminum Square Tube
 - H** Support Arm (Curved) - .500" Thick Aluminum Plate Water Jet or CNC Router Cut, Three Ply Laminated Together to achieve 1" x 1" thick appearance
 - I** Internal Frame - 1" Aluminum Angle
 - J** Cabinet Face - .125" Aluminum with Stud and Plug weld holes.
 - K** Outer Raised Border - .500" Thick Alum. Plate Water Jet or CNC Router Cut
 - L** Inner Raised Border - .500" Thick Alum. Plate Water Jet or CNC Router Cut Threaded for #10-24 Studs
 - M** Cabinet Return - .060 Aluminum
 - N** Raised Face Area - .500" Acrylic Panel, Threaded for #10-24 Studs
 - O** Masked and Painted Detail Line
 - P** Raised Letters - .500" Acrylic FCO, Threaded for #10-24 Studs
 - Q** Raised Logo Disc - .500" Acrylic FCO, Threaded for #10-24 Studs, Painted background and Vinyl or Painted graphics applied.
 - R** Edge of Cabinet Return to be finished and painted smooth and appear as one piece.
- Notes / Exceptions / Exclusions**
- Field Survey Required - All measurements & site conditions to be field verified prior to production. Patterns may be required for production.



Sign Type A / Monument Sign

W3 WHITFIELD SIGNS
 41 Bernard Lane
 Statesboro, GA 30458
 Office #12.681.6338

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Client Information

Client: NA
 Project Name & Address: Beacon Place
 Project No.: 90006
 Project Contact: John Whitfield
 Drawn By: JWS
 Date: 7.25.2016

Revisions

8.15.2016

Drawing Status

NO EXCEPTIONS NOTED
 EXCEPTIONS NOTED
 REJECTED
 RESUBMIT

Approval/Signatures

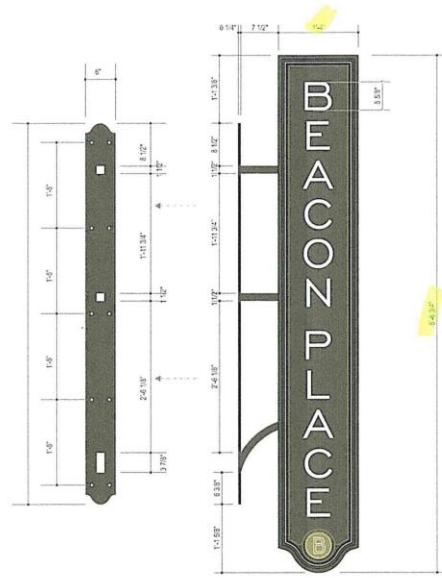
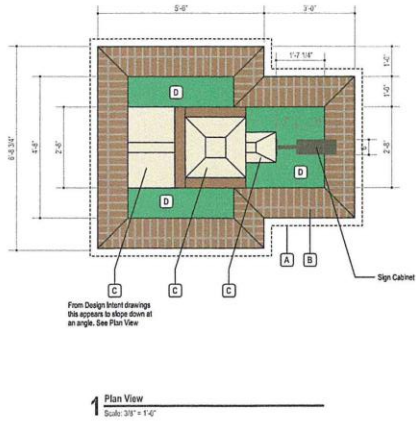
Approved By: _____ Date: _____
 Fabricator Path: /Package 1 v2

Drawing Type

Preliminary
 Production

3

EXHIBIT D: PROPOSED SIGNAGE PLANS (CONT)



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Client	NA
Project Name & Address	Beacon Place
Project No.	8000
Project Contact	Josh Whitfield
Drawn By	WJS
Date	7.25.2016
Revisions	<p>8.16.2016</p> <p>B</p> <p>_____</p> <p>_____</p> <p>_____</p>
Drawing Status	<input type="checkbox"/> NO EXCEPTIONS NOTED <input type="checkbox"/> EXCEPTIONS NOTED <input type="checkbox"/> REJECTED <input type="checkbox"/> RESUBMIT
Approval/Signatures	_____
Approved By	Eric
Filename/Path	/Package 1 v2
Drawing Type	<input type="checkbox"/> Preliminary <input type="checkbox"/> Production

EXHIBIT C: SECTION 1509(C) TABLE 3

Table 3. Sign District 1 Dimensional Standards

TABLE INSET:

SIGN DISTRICT 1 (As defined in subsection 1509[A.1])	RESIDENCE ON AN INDIVIDUAL LOT*	RESIDENTIAL DEVELOPMENT OR SUBDIVISION**	NONRESIDENTIAL USE
AGGREGATE SIGN AREA***:			
1. Maximum Number of Total Square Feet (SF)*	12 square feet	Varies (All signs within a residential development or subdivision must be constructed of brick, stone, masonry, wood, or equal architectural material)	80 square feet including freestanding and building signs.
FREESTANDING SIGNS****:			
2. Freestanding Sign Maximum Square Feet	4 ½ square feet	40 square feet (Per development entrance sign) 18 square feet (Per sign identifying a development common area or facility)	40 square feet
3. Maximum Height	3 feet	6 feet	8 feet
4. Setback Requirements	5 feet	5 feet*****	5 feet
5. Number of Signs Allowed	One	Two (2) sign structures per entrance to the development or subdivision.*****	One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs
BUILDING SIGNS:			
1. Maximum Number of Total Square Feet	N/A	18 square feet	40 square feet
2. Maximum Height	N/A (Window signs only)	Building Elevation	Building Elevation
3. Number of Building Signs Allowed	N/A	One per building serving as the principal structure in a common area or facility. \$\$\$	One per building elevation with street frontage. \$\$\$
<p><i>*Per the purposes of this article, "residences on an individual lot" refers to any individual lot principally serving as a single-family residential dwelling [attached, detached, townhouse, etc.] or a duplex.</i></p> <p><i>**Per the purposes of this article signage related to a "residential development or subdivision" includes all common entry signage into the development, and all signage related to common areas and facilities.</i></p> <p><i>***As provided in Section 1501 and Table 2 herein, "aggregate sign area" includes all freestanding or building signs regardless of whether or not a permit for a particular type of sign is required.</i></p> <p><i>****Limited to monument and standard informational signs where permitted by Table 2. Billboards and stanchion signs prohibited as provided in Table 2 herein.</i></p> <p><i>*****Unless incorporated into the street right-of-way as part of landscaped entryway feature – in which case only one (1) sign structure may be located at the entrance, and such sign placement, and maintenance agreements, shall have been approved as part of the major subdivision approval process established in Appendix B of the Statesboro Code of Ordinances (Statesboro Subdivision Regulations).</i></p> <p><i>\$\$\$ Two (2) per building elevation where one (1) sign is in the form of a canopy/awning, and where the cumulative square footage of both does not exceed the "maximum number of total square feet" for building signs.</i></p> <p><i>(NOTE: Illumination of building or freestanding signs is prohibited on any individual lot principally serving as single-family residential dwelling [attached, detached, townhouse, etc.] or a duplex. Land uses within Sign District 1 which may otherwise utilize illumination, shall not incorporate internal illumination.)</i></p>			



City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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V 16-10-06
VARIANCE REQUEST
0 CAWANA ROAD

LOCATION: 0 Cawana Road (831 Cawana Road)

REQUEST: Variance from Article XV Section 1509(C) Table 3 regarding the maximum number of total square feet for building signs and a monument sign and the maximum aggregate sign area for Sign District 1.

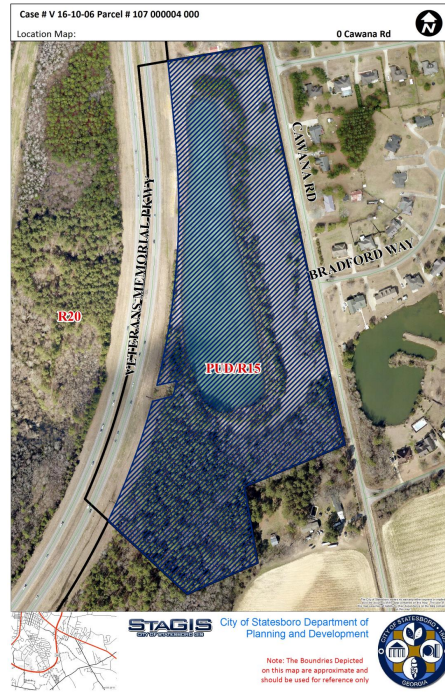
APPLICANT: Compassion Christian Church

OWNER(S): Compassion Christian Church

ACRES: 25.91 acres

PARCEL TAX MAP #: 107 000004 000

COUNCIL DISTRICT: District 5 (Chance)



PROPOSAL:

The applicant requests a variance from Article XV Section 1509(C) Table 3 of the *Statesboro Zoning Ordinance* regarding the maximum number of total square feet allowed for two (2) building signs and one (1) monument signs. In addition, the applicant is requesting a variance regarding the maximum aggregate sign area for four (4) signs. The subject site is zoned PUD/R15 (Planned Unit Development with Single Family Residential Overlay) and located in Sign District 1 (See **Exhibit A** – Location Map).

BACKGROUND:

The subject site was annexed into the City of Statesboro municipal limits in May 2007 with a PUD (Planned Unit Development) zoning designation for the purpose of permitting the construction of 45 single-family residences. Conditions included the R15 (Single Family Residential) zoning district overlay, minimum dwelling size requirements and density conditions; signage in the district was not addressed. In August 2007, a zoning map amendment requesting changes to the request approved in May 2007 was denied. Compassion Christian Church purchased the property and broke ground on January 25, 2015.

The applicant's proposal includes two (2) building signs and two (2) monument signs. The subject site is located in Sign District 1, which restricts maximum aggregate sign area to 160 square feet, maximum square footage for a building sign to 40 square feet and maximum square footage for a monument sign to 40 square feet for a non-residential use. Three (3) of the applicant's four (4) signs exceed the maximum square footage and all signs combined exceed maximum aggregate sign area.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	R15 (Single Family Residential)	Educational use
SOUTH:	R40 (Single Family Residential—Bulloch County)	Undeveloped
EAST:	R40 (Single Family Residential—Bulloch County)	Single-family detached dwelling units
WEST	R20 (Single Family Residential)	Undeveloped

The subject property is located within the PUD/R15 (Planned Unit Development with Single Family Residential Overlay) zoning district. Surrounding parcels are undeveloped, single-family residential and educational in nature, and include the Bradford Place Subdivision and the Sallie Zetterower Elementary School. (See **Exhibit A** – Location Map, **Exhibit B**—Site and Surrounding Area Photos and **Exhibit C**—Proposed Signage Plans).

COMPREHENSIVE PLAN:

Vision

The subject site lies within the “Developing Urban Neighborhood” character area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Master Plan*. The residential areas in the Developing Urban Neighborhood Areas are located in newly developing or redeveloping areas of the City. The developments in this area will primarily be characterized by urban style housing, likely with clustered densities, green space, and a higher level of resident amenities. Nodal commercial development should also be included to serve the needs of resident. New developments should strive to increase connectivity within developments, to existing streets, and to adjacent undeveloped properties. Sidewalk facilities should be located along major roadways and along neighborhood streets. Pedestrian access should remain a priority. (See **Exhibit C** – Future Development Map).

Some suggested development and implementation strategies for the “Developing Urban Neighborhood” character area include the following:

- Site plans, buildings design, and landscaping that are sensitive to natural features of the sites, including topography and views

Statesboro Comprehensive Master Plan, Community Agenda page 19.

In addition, the Future Development Map and Defining Narrative section of the Comprehensive Plan states the following:

“Statesboro residents have expressed dissatisfaction with a variety of features in the community which clutter streetscapes and obstruct natural landscape features -particularly on major corridors entering and exiting the community. While City leadership has acknowledged the need to comprehensively update land development regulations to holistically address aesthetic concerns, there exist a number of individual topics which can be addressed by ordinance amendments in the short-term. Signs (attached and detached) should be managed by incorporating uniform design features, and by restricting billboards and other off-premise signage which distract from traffic control signage and compete with local and other on-site businesses.”

Statesboro Comprehensive Master Plan, Community Agenda page 11.

ANALYSIS:

- I. **Variance from Article XV Section 1509(C) Table 3: Sign District 1 Dimensional Standards to permit an increase in the maximum number of total square feet for two (2) building signs, one (1) monument sign and maximum aggregate sign area for all signs.**

The applicant is requesting a variance from Article XV Section 1509(C) Table 3 regarding the maximum number of total square feet for two (2) building signs and one (1) monument sign and the maximum aggregate sign area for all signs. The subject site is located in the PUD/R15 (Planned Unit Development with Single Family Residential Overlay) zoning district and is regulated by the dimensional standards of Sign District 1 (See **Exhibit D**—Section 1509(C) Table 3).

The ordinance is more restrictive for signage located in residential districts. Despite this, the ordinance takes into consideration signage for a non-residential use, such as a church. Section 1501(1) of the Statesboro Zoning Ordinance

defines "Aggregate Sign Area" as "the combined sign area of all signs regardless of whether or not the signs require a permit, or where specified, all signs of a particular category, on a single parcel".

For non-residential uses on an individual lot within Sign District 1, the maximum aggregate sign area for all signs (combined freestanding and building) on the property is 160 square feet. In addition, Section 1509 (C)(4) states that a lot with two (2) frontages is permitted the sign area for each street frontage. The applicant's structure fronts Cawana Road and Veterans Memorial Parkway. Please note that the maximum allowable aggregate sign area does not allow a parcel to maximize the available wall signage and freestanding signage available for each parcel, but rather forces an allocation between the two.

The applicant's intention is to increase the maximum number of total square feet for one (1) building sign from the permissible 40 square feet to 114.75 square feet for the Cawana Road elevation and from the permissible 40 square feet to 73.23 square feet for the Veterans Memorial Parkway elevation. In addition, the applicant proposes to exceed the 40 square feet maximum for one (1) monument sign by 46 square feet. Finally, the applicant's proposal exceeds the maximum aggregate sign area of 160 square feet (due to double frontage) by 136.49 square feet for a total aggregate of 296.49 square feet.

Section 1503(G) states that no variances shall be permitted from the terms of Article XV regarding signs in the *Statesboro Zoning Ordinance*. It continues to state that "Specifically, no variances under article XVIII of this ordinance [chapter] shall be applicable to the standards contained within this article." However, Article XV regarding signs is part of the *Statesboro Zoning Ordinance*, which provides for the award of variances by the City Council from the zoning regulations stating that "approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done" and **Section 1801 states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:**

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - o There are no special conditions.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - o There is no proven hardship.
- 4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

STAFF RECOMMENDATION:

Staff recommends approval of the variance requested by application V 16-10-06. The general character of the area surrounding the subject site is similar to a commercial location that would be governed by Sign District 2.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting, Wednesday, November 2, 2016 at 5:00 PM, the Planning Commission voted 4 to 0 to approve the variance requested by application V 16-10-06.

EXHIBIT A: LOCATION MAP



City of Statesboro Department of Planning and Development

Note: The Boundries Depicted on this map are approximate and should be used for reference only



EXHIBIT B: SITE AND SURROUNDING AREA PHOTOS



Picture 1 Installed Building Sign at 73.35 Square Feet



Picture 2 Bradford Way Subdivision across Cawana Road Facing North

EXHIBIT B: SITE AND SURROUNDING AREA PHOTOS (CONT)

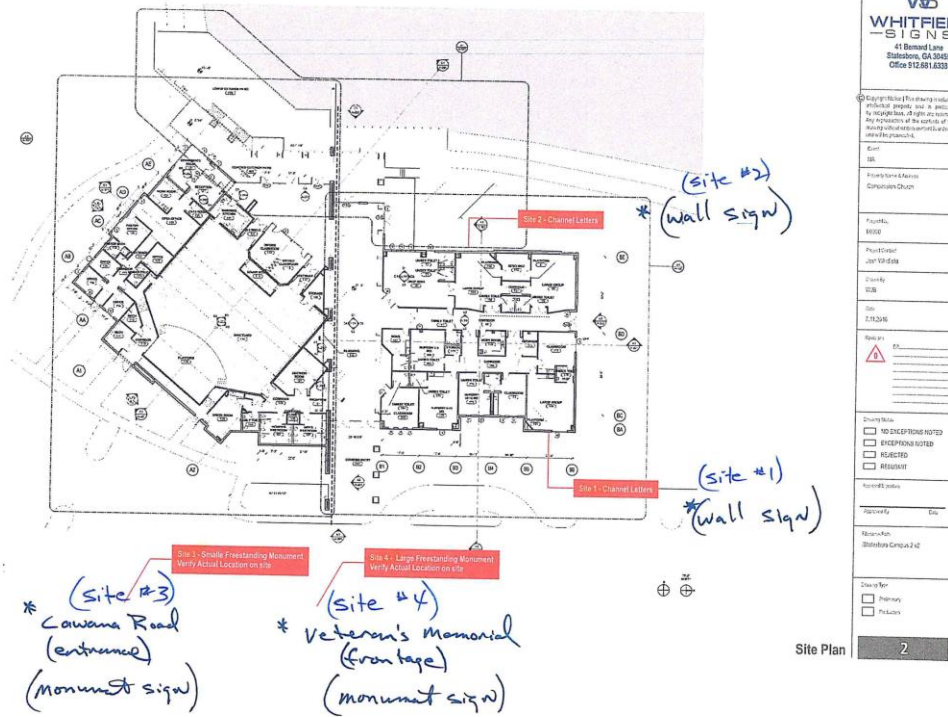


Picture 3 Bradford Way Subdivision across Cawana Road Facing East

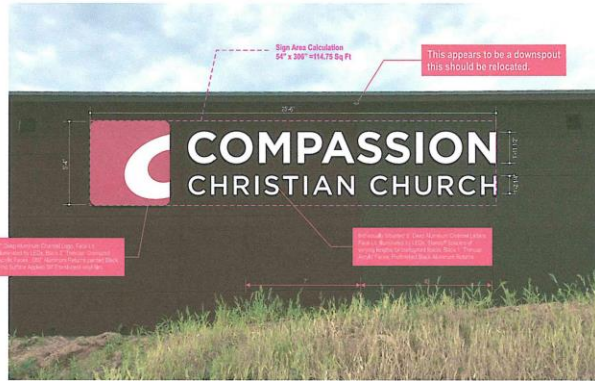


Picture 4 Undeveloped Land across Cawana Road Facing South

EXHIBIT C: PROPOSED SIGNAGE PLANS



Picture 5 Signage Site Plan



Wall Sign (#1) - Cawana Road (frontage)
site #1

Colors & Finishes

Colors shown here have been used on most manufactured signs and are not subject to actual color. Check color on the original sign material for color match prior to production or approval. Please refer to color chart for color specifications.

CT	298 Dark Red 2020-13
CT	White
CT	Pre-Flushed Black
CT	Black Semi-Gloss

Code Information

Sign Area: 114.75 Sq Ft

Electrical Specifications & Notes

Final Electrical Notes by EY 01/08/16
Electrical Requirements: 120 volt 15 amp - Dedicated Branch Circuit
Circuit Breaker: 15 Amp 120 Volt GFCI
Wire Size: 12 AWG stranded with 1" Conduit
Sign: 120 volt AC 120V/60Hz
Signpost & Sign: In accordance with UL Standard for Electric Signs, Incandescent or LED signs are required to be installed in accordance with Section 910 of the NEC & other applicable local codes. The manufacturer's grounding & bonding instructions must be followed.
This signpost product may require fluorescent, neon, HID lamps or components that are not included in the base of the signpost or sign assembly. Components should be the base of the signpost or sign assembly.
Location of Service Disconnect & Labels: Location of Service Disconnect & Labels

Notes / Exceptions / Exclusions

Verify Access to Electrical Power Supply
Verify Hardware Used

WHITFIELD SIGNS
41 Diamond Lane
Statesboro, GA 30458
Office 912.681.6338

Copyright © 2016 Whitfield Signs. All rights reserved. This drawing is a valuable asset. It is the property of Whitfield Signs. Any reproduction of the contents of this drawing without the written consent of Whitfield Signs is prohibited.

Drawn By: JTB
Date: 1/13/2016

Project Name & Address:
Compassion Church
Project No.: 0000
Project Contact:
John Whitfield
Drawn By:
JTB

Revisions:
1. 2/28/2016

Drawing Date:
 NO EXCEPTIONS NOTED
 EXCEPTIONS NOTED
 REDESIGNED
 RESUBMIT

Approved Signature:
Approved By: JTB

Hardware:
Statesboro Campus 2 x 1

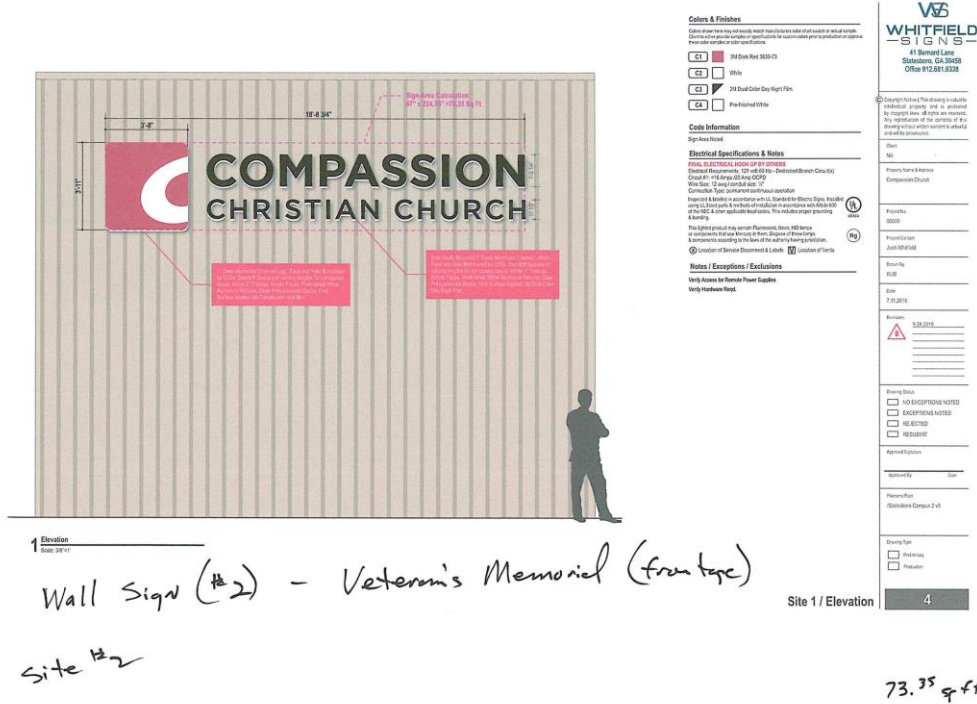
Drawing Size:
 Preliminary
 Production

Site 2 / Elevation 7

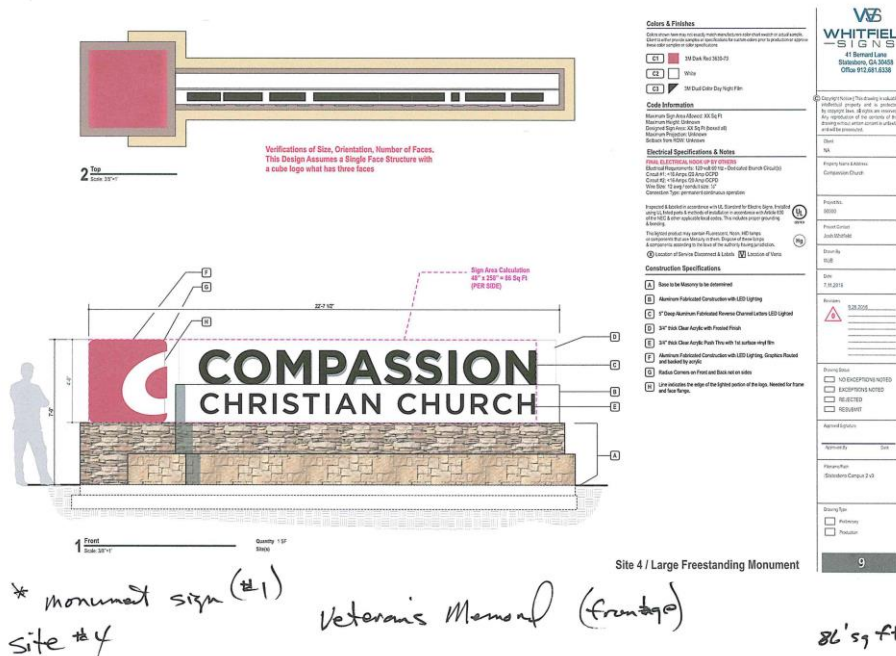
114.75 sq ft

Picture 6 Wall Sign #1 Cawana Road Elevation (114.75 Square Feet)

EXHIBIT C: PROPOSED SIGNAGE PLANS (CONT) P



Picture 7 Wall Sign #2 Veterans Memorial Parkway Frontage (73.35 Square Feet)



Picture 7 Monument Sign #1 Veterans Memorial Parkway Frontage (86 Square Feet)

EXHIBIT C: PROPOSED SIGNAGE PLANS (CONT)

Colors & Finishes
 Colors shown here may not exactly match manufacturer color chart match or actual sample. Client to refer to product samples or specifications for custom colors prior to production or obtain three color samples in color specifications.

Code Information
 Maximum Sign Area Allowed: 300 Sq Ft
 Maximum Height: Unlimited
 Designed Sign Area: 300 Sq Ft (based on)
 Maximum Permitted: Unlimited
 Subcode from RCN: Unlimited

Electrical Specifications & Notes
 FINAL ELECTRICAL REVIEW UP BY OTHERS
 Electrical Requirements: 120 volt 60 Hz - Bonded Branch Circuit(s)
 Circuit Breaker: 15 Amps @ 120V
 Wire Size: 12 AWG (based on 12)
 Construction: Sign manufacturer electrical operation
 Inspected & bonded in accordance with UL Standard for Electric Signs, including wiring, UL listed parts & methods of installation in accordance with Article 600 of the NEC & other applicable local codes. This includes proper grounding & bonding.
 This sign product may require fluorescent, neon, HID lamps or components that use mercury or other. Disposal of these lamps & components according to the terms of the national recycling program.
 Location of Service Disconnect & Labels: Location of Verbs

116 MPH Wind Load / 35 PSF
Construction Specifications

- A Concrete Pier Foundation and Steel Column TBD
- B Electrical Supply - Coordinate Routing of Conduit with Client
- C Aluminum Fabricated Cabinet Construction with Smooth Painted Finish, Fluorescent Backlighting by LED or Incandescent HID Lamps.
- D Rigid Aluminum Face backed by Acrylic
- E Aluminum Fabricated Base with Smooth Painted Finish
- F Address Numerals - .800" thick flat cut out acrylic stud mounted flush to base.

Notes / Exceptions / Exclusions
GEORGIA811
 Georgia 811
 Call before you dig

Whitfield Signs
 41 Bernard Lane
 Marietta, GA 30066
 Office: 912.851.6336

Client: NA
 Priority Name & Address: 00000
 Competition Church:
 Project No.: 00000
 Project Contact: Josh Whitfield
 Drawn By: WSB
 Date: 7.11.2016
 Revision: 0.28.2016
 Drawing Status:
 NO EXCEPTIONS NOTED
 EXCEPTIONS NOTED
 REJECTED
 REDESIGN
 Approved by:
 Approved by: _____ Date: _____
 Preparation:
 Sketchers Campus 2 v3
 Drawing Type:
 Preliminary
 Production

Monument Sign (#2)
 site #3
 Cawana Road (frontage)

Picture 8 Monument Sign #2 Cawana Road Frontage (22.51 Square Feet) Contributes to Exceeding Aggregate

EXHIBIT D: SECTION 1509(C) TABLE 3

Table 3. Sign District 1 Dimensional Standards

TABLE INSET:

SIGN DISTRICT 1 (As defined in subsection 1509[A.1])	RESIDENCE ON AN INDIVIDUAL LOT*	RESIDENTIAL DEVELOPMENT OR SUBDIVISION**	NONRESIDENTIAL USE
AGGREGATE SIGN AREA***:			
1. Maximum Number of Total Square Feet (SF)*	12 square feet	Varies (All signs within a residential development or subdivision must be constructed of brick, stone, masonry, wood, or equal architectural material)	80 square feet including freestanding and building signs.
FREESTANDING SIGNS****:			
2. Freestanding Sign Maximum Square Feet	4 ½ square feet	40 square feet (Per development entrance sign) 18 square feet (Per sign identifying a development common area or facility)	40 square feet
3. Maximum Height	3 feet	6 feet	8 feet
4. Setback Requirements	5 feet	5 feet*****	5 feet
5. Number of Signs Allowed	One	Two (2) sign structures per entrance to the development or subdivision.*****	One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs
BUILDING SIGNS:			
1. Maximum Number of Total Square Feet	N/A	18 square feet	40 square feet
2. Maximum Height	N/A (Window signs only)	Building Elevation	Building Elevation
3. Number of Building Signs Allowed	N/A	One per building serving as the principal structure in a common area or facility. §§§	One per building elevation with street frontage. §§§
<p><i>*Per the purposes of this article, "residences on an individual lot" refers to any individual lot principally serving as a single-family residential dwelling [attached, detached, townhouse, etc.] or a duplex.</i></p> <p><i>**Per the purposes of this article signage related to a "residential development or subdivision" includes all common entry signage into the development, and all signage related to common areas and facilities.</i></p> <p><i>***As provided in Section 1501 and Table 2 herein, "aggregate sign area" includes all freestanding or building signs regardless of whether or not a permit for a particular type of sign is required.</i></p> <p><i>****Limited to monument and standard informational signs where permitted by Table 2. Billboards and stanchion signs prohibited as provided in Table 2 herein.</i></p> <p><i>*****Unless incorporated into the street right-of-way as part of landscaped entryway feature – in which case only one (1) sign structure may be located at the entrance, and such sign placement, and maintenance agreements, shall have been approved as part of the major subdivision approval process established in Appendix B of the Statesboro Code of Ordinances (Statesboro Subdivision Regulations).</i></p> <p><i>§§§ Two (2) per building elevation where one (1) sign is in the form of a canopy/awning, and where the cumulative square footage of both does not exceed the "maximum number of total square feet" for building signs.</i></p> <p><i>(NOTE: Illumination of building or freestanding signs is prohibited on any individual lot principally serving as single-family residential dwelling [attached, detached, townhouse, etc.] or a duplex. Land uses within Sign District 1 which may otherwise utilize illumination, shall not incorporate internal illumination.)</i></p>			

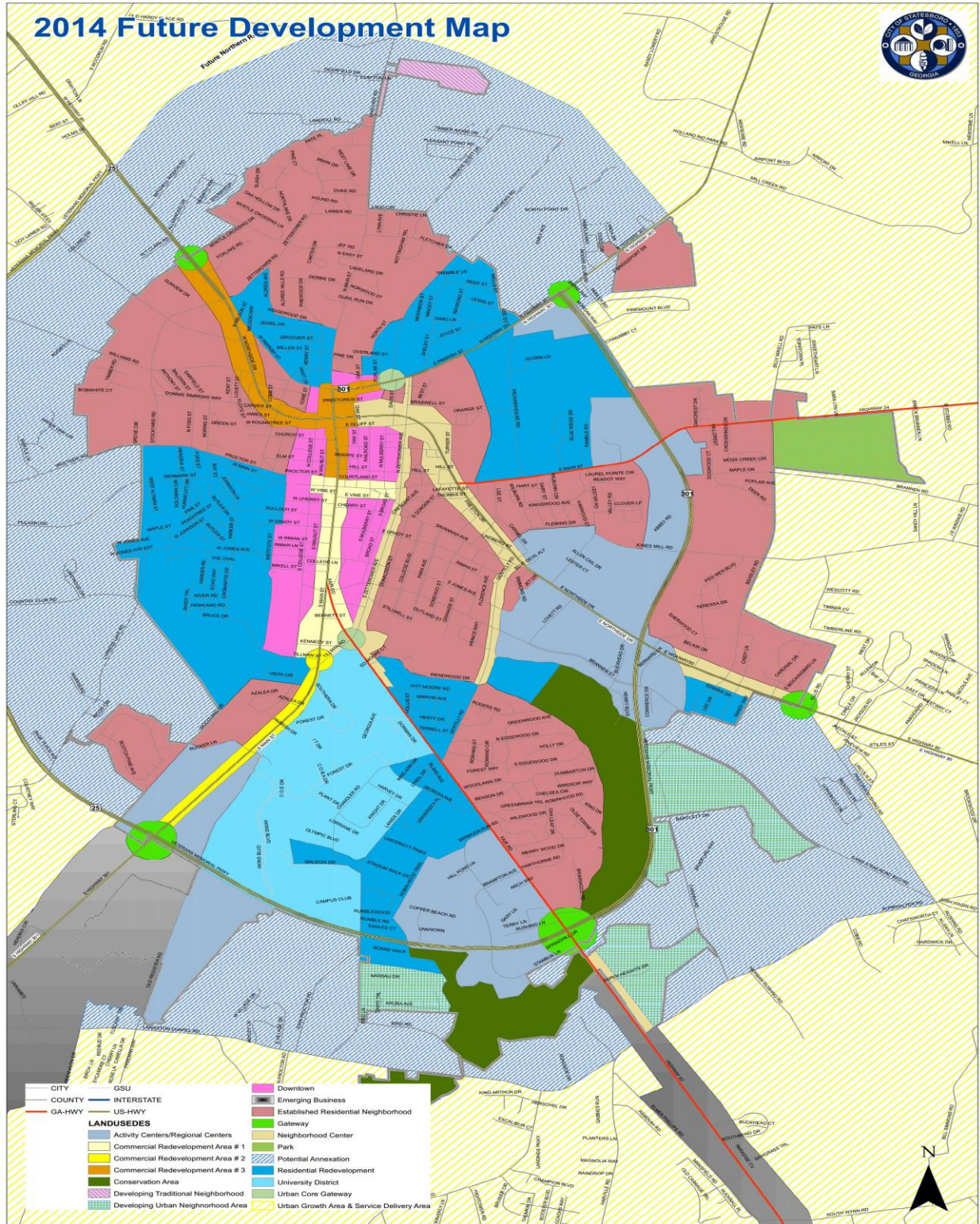
EXHIBIT E: SECTION 1509(C) TABLE 4

Table 4. Sign District 2 Dimensional Standards

TABLE INSET:

SIGN DISTRICT 2 (As defined in subsection 1509[A.2])	SIGN FOR AN INDIVIDUAL ESTABLISHMENTS ON AN INDIVIDUAL LOT	MAJOR SIGN FOR PLANNED COMMERCIAL OR INDUSTRIAL CENTER OR DEVELOPMENT	INDIVIDUAL ESTABLISHMENTS, SHOPS, ETC., WITHIN A PLANNED COMMERCIAL OR INDUSTRIAL CENTER OR DEVELOPMENT
AGGREGATE SIGN AREA*:			
1. Maximum Number of Total Square Feet (SF)*	250 square feet including freestanding and building sign	Size is based upon the overall floor space of the center as follows: 0-50,000 sf = 200 sf > 50,000 sf = 350 sf	Not applicable
FREESTANDING SIGNS**:			
2. Freestanding Sign Maximum Square Feet	150 square feet	Varies per overall floor space of the center (See "Aggregate Sign Area" herein)	Not applicable
3. Maximum Height	20' on St. or Fed. Frontage 8' on Local Frontage	25' on St. or Fed. Frontage 15' on Local Frontage	Not applicable
4. Setback Requirements	5 feet from property line	5 feet from property line	Not applicable
5. Number of Signs Allowed*	One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs	One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs	Not allowed
BUILDING SIGNS:			
1. Maximum Number of Total Square Feet	125 square feet	60 square feet	The greater of 60 sf or 5% of wall areas, allotted to the individual establishment
2. Maximum Height	Building elevation	Building Elevation	Building Elevation
3. Number of Building Signs Allowed***	One per elevation	One sign per common entrance	One per building elevation per tenant
<p><i>*As provided in Section 1501 and Table 2 herein, "aggregate sign area" includes all freestanding or building signs regardless of whether or not a permit for a particular type of sign is required. Where a billboard is to be located on a lot in accordance with the provisions of section 1511 herein, the aggregate sign area shall not exceed the combined maximum number of total square feet permitted for the billboard, as established in subsection 1511(B), and the building sign.</i></p> <p><i>**Excludes billboards. Billboards shall be subject to the provisions of section 1511 of this article.</i></p> <p><i>*** Two (2) per building elevation where one (1) sign is in the form of a canopy/awning, and where the cumulative square footage of both does not exceed the "maximum number of total square feet" for building signs.</i></p>			

EXHIBIT F: FUTURE DEVELOPMENT MAP





City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

(912) 764-0630
 (912) 764-0664 (Fax)

V 16-11-01 & RZ 16-10-05
VARIANCE AND ZONING MAP AMENDMENT REQUESTS
453 South College Street

LOCATION: 453 South College Street

REQUEST: Rezone from R20 (Single Family Residential) zoning district to R4 (High Density Residential District) zoning district to permit the construction of five (5) one-bedroom cottages, variance from Article XXII Section 2203.1(A) regarding minimum size dwelling and variance from the minimum required rear yard setback in an R3 (Medium Density Multiple Family Residential) zoning district.

APPLICANT: John Ray Hendley

OWNER(S): Sherian E. Sylvester

ACRES: 1.19 acres

PARCEL TAX MAP #: S21 000006 000

COUNCIL DISTRICT: 2 (Jones)



PROPOSAL:

The applicant is requesting a zoning map amendment for a 1.19 acre parcel located at 453 South College Street from R20 (Single Family Residential) zoning district to R4 (High Density Residential District) zoning district. The applicant has immediate plans to construct five (5) one-bedroom cottages (See **Exhibit A** – Location Map, **Exhibit B** – Proposed Site Plan).

BACKGROUND:

The subject site has an existing single-family residence, which will be retained, renovated and rented. The applicant is requesting a zoning map amendment because the proposed project is not permissible by right in the R20 (Single Family Residential) zoning district due to the addition of five (5) one-bedroom cottages. The R20 zoning district restricts parcels to one (1) single-family structure and accessory uses only.

SURROUNDING ZONING/LAND USES:

	ZONING:	LAND USE:
NORTH:	R20 (Single Family Residential)	Single-family detached dwellings
SOUTH:	R20 (Single Family Residential)	Single-family detached dwellings
EAST:	R20 (Single Family Residential)	Single-family detached dwellings
WEST	R20 (Single Family Residential)	Undeveloped

Properties to the north, south and east are predominantly residential containing single-family detached dwelling units. Property to the west is undeveloped. The subject site is one block west of the South Main Street corridor and is close to several restaurants, hotels and retail establishments, including Gnat's Landing, CVS Pharmacy and the Waffle House (See **EXHIBIT C**—Photos of the Subject Site).

COMPREHENSIVE PLAN:

The subject site lies within the “Urban Core/Downtown” character area as identified by the City of Statesboro 2014 Future Development Map (See **EXHIBIT D**—2014 Future Development Map) within the *City of Statesboro Updated 2014 Comprehensive Plan*—which promotes encourages the construction of multi-family residential uses in the area.

Vision:

Downtown is the historic core of the city and should remain the activity and cultural hub of the region. In the Urban Core, traditional development patterns of buildings along the sidewalk and a lively streetscape should be respected and promoted. Historic buildings should be protected from demolition or inappropriate restoration which can degrade the architectural details of the structures. Additional residential opportunities, especially in the form of lofts or other residential over retail, should be promoted. Street-level uses should be reserved for retail, entertainment, or similar high activity uses.

Appropriate Land Uses

- Range of housing styles & price points
- Multifamily Residential
- Loft, mixed use, and urban residential, including small lot single-family residential along secondary streets

Suggested Development & Implementation Strategies

- Historic structures should be preserved or adaptively reused wherever possible.
- New development should respect historic context of building mass, height and setbacks.
- New developments that contain a mix of residential, commercial and/or community facilities at small enough scale and proximity to encourage walking between destinations should be encouraged.
- Encourage mixed-use infill and redevelopment. Uses should typically transition across the rear of properties instead of across the street to soften the transition and maintain appropriate streetscapes.

Statesboro Updated 2015 Comprehensive Plan, Community Agenda page 14.

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject property will require the extension of city utilities. Provision of sanitation and public safety is already in place. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. There is no expected environmental impact associated with this request.

ANALYSIS:

I. Whether a zoning map amendment requested by application RZ 16-10-05 should be granted to allow the construction of five (5) one-bedroom cottages.

The request to rezone the subject property from the R20 (Single Family Residential) zoning district to the R4 (High Density Residential District) zoning district should be considered in light of the standards for determination of zoning map amendments given in Section 2007 of the *Statesboro Zoning Ordinance*; the vision and community policies articulated within the *Statesboro Comprehensive Plan* and the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan* and the potential for the property to develop and be utilized in conformance with the requirements of the proposed R4 (High Density Residential District) zoning district as set forth in the *Statesboro Zoning Ordinance*.

Current Zoning Compared to Requested Zoning

R20 – Single family districts allow for the development of single-family detached dwelling units with a minimum lot area of 20,000 square feet.

R4 – High Density Residential District encourage the development of higher density residential purposes, including apartments, single-family detached dwellings, two-family twins, two-family duplexes and accessory uses.

Section 2007 of the Statesboro Zoning Ordinance provides eight (8) standards for the Mayor and City Council to consider “in making its determination” regarding a zoning map amendment in “balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.” Those standards are as follows:

- (1) Existing uses and zoning or (of) property nearby;
- (2) The extent to which property values are diminished by the particular zoning restrictions.
- (3) The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.
- (4) The relative gain to the public, as compared to the hardship imposed upon the property owner.
- (5) The suitability of the subject property for the zoned purposes.
- (6) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.
- (7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas; and
- (8) Consistency with other governmental land use, transportation, and development plans for the community.

II. Whether a variance requested by application V 16-11-01 for relief from Article XXII Section 2203.1(A) regarding minimum size dwelling square footage should be granted.

At a Right Start meeting held October 13, 2016, the applicant was informed that utilities must be installed to the new single-family dwellings proposed to be constructed at the rear of the property. The applicant was advised that burying the utilities down the middle of the property would help protect and preserve the root system of the existing trees on the property. Therefore, the applicant is asking for relief from the required setbacks, due to an attempt to protect the root system, to allow the building footprint to remain in the setback.

In addition, the applicant is requesting a variance from Article XXII Section 2203.1(A) regarding minimum size dwelling square footage. Section 2203.1(A) states that single-family detached dwelling units shall be no smaller than 1,050 square feet; the applicant is proposing units with a maximum 677 square feet.

Section 1801 of the *Statesboro Zoning Ordinance* lists the following four (4) factors that the Mayor and Council [could] consider to be true in its consideration of a variance request:

- (1) **There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - There are no special conditions pertaining to the land, topography or other physical characteristics of the subject site.
- (2) **The special conditions and circumstances do not result from the actions of the applicant;**
 - There are no special conditions pertaining to the land, topography or other physical characteristics of the subject site.
- (3) **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - The application of the ordinance as written would not create an unnecessary hardship on the applicant.
- (4) **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

STAFF RECOMMENDATION:

Staff recommends approval of the zoning map amendment requested by application RZ 16-10-05. Staff recommends disapproval of the variance requested by application V 16-11-01 regarding setbacks. Staff recommends approval of the variance from Section 2203.1(A) regarding minimum size dwelling square footage by application V 16-11-01.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting, Wednesday, November 2, 2016 at 5:00 PM, the Planning Commission voted 3 to 0, with Commissioner Cartee abstaining, to approve the zoning map amendment requested by application RZ 16-10-05 and variance from Section 2203.1(A) of the *Statesboro Zoning Ordinance* regarding minimum size dwelling square footage. The Planning Commission voted 3 to 0 to approve the setback variance requested by V 16-11-01 with the following condition:

1. Any future attempt to enclose the porches located within the setback is prohibited.

EXHIBIT A: LOCATION MAP

Case # RZ 16-10-05 Parcel # S21 000006 000

Location Map:

453 South College St



City of Statesboro Department of Planning and Development



Note: The Boundries Depicted on this map are approximate and should be used for reference only

EXHIBIT B: PROPOSED SITE PLAN

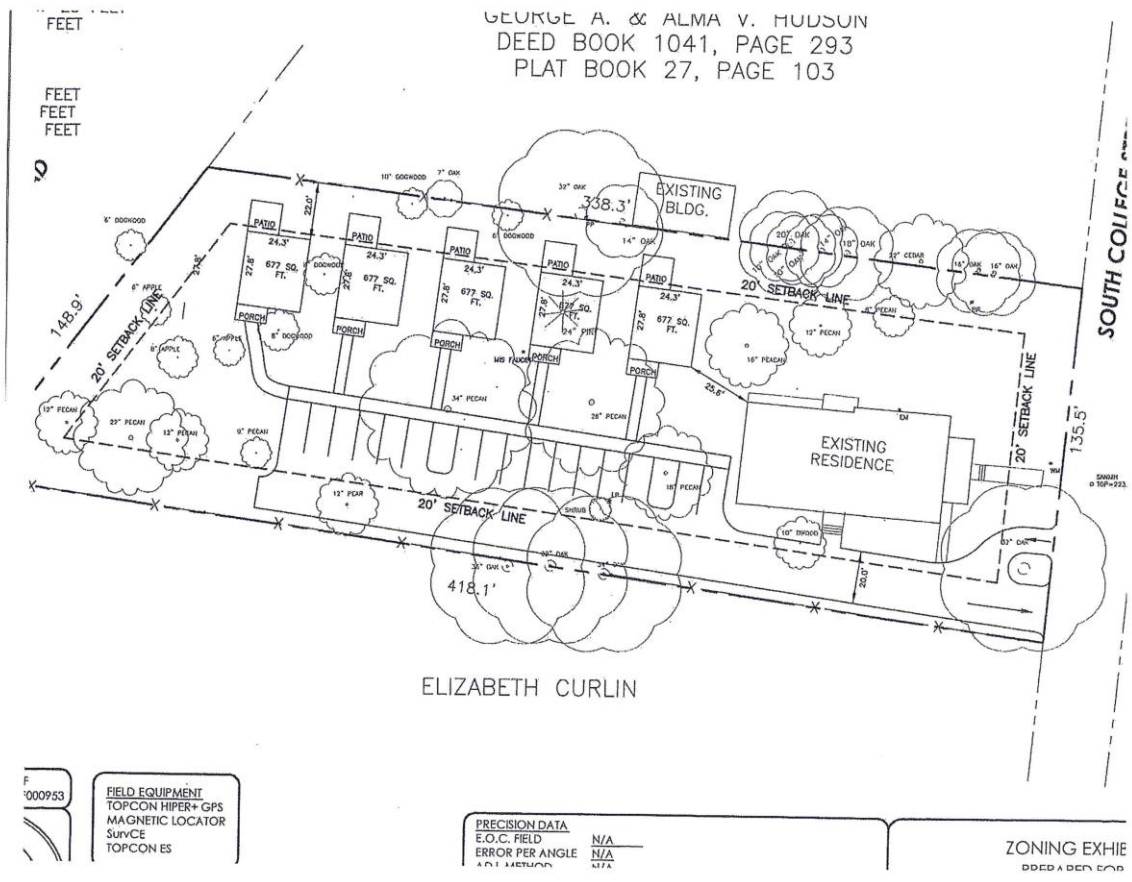


EXHIBIT C: PHOTOS OF SUBJECT SITE



Picture 1 Existing Single-Family Residence Facing West



Picture 2 Existing Single-Family Residence Facing West

EXHIBIT C: PHOTOS OF SUBJECT SITE CONTINUED



Picture 3 Stop Sign at West Kennedy Street and South College Street Existing Driveway to be used



Picture 4 Tree Line along Property Line

EXHIBIT C: PHOTOS OF SUBJECT SITE CONTINUED



Picture 5 Adjacent Property Facing North



Picture 6 Existing Driveway to Service New Cottages

EXHIBIT D: SURROUNDING PROPERTIES



Picture 7 Existing Structure at Rear of Property



Picture 8 Adjacent Property on Southern Property Line

EXHIBIT D: SURROUNDING PROPERTIES

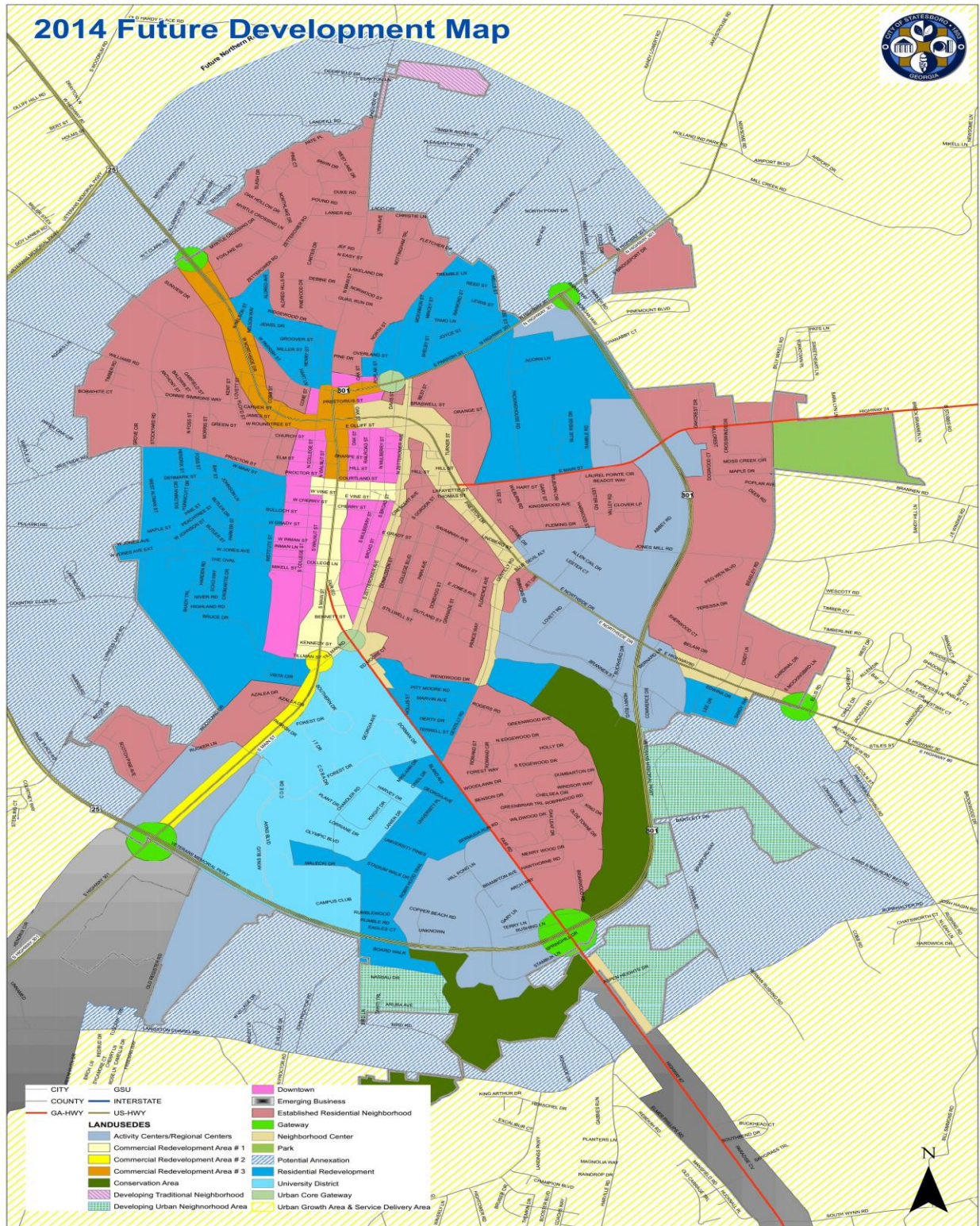


Picture 9 Rear of Property Facing South College Street



Picture 10 Adjacent Property Facing North

EXHIBIT E: CITY OF STATESBORO 2014 FUTURE DEVELOPMENT MAP





City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

(912) 764-0630
(912) 764-0664 (Fax)

**DSDA 16-10-002
DEMOLITION REQUEST
0 East Vine Street**

LOCATION: 20 East Vine Street

REQUEST: Request for a finding of necessity for the demolition of two structures zoned CBD (Central Business District) within the Downtown Statesboro Development Authority Design Standards District.

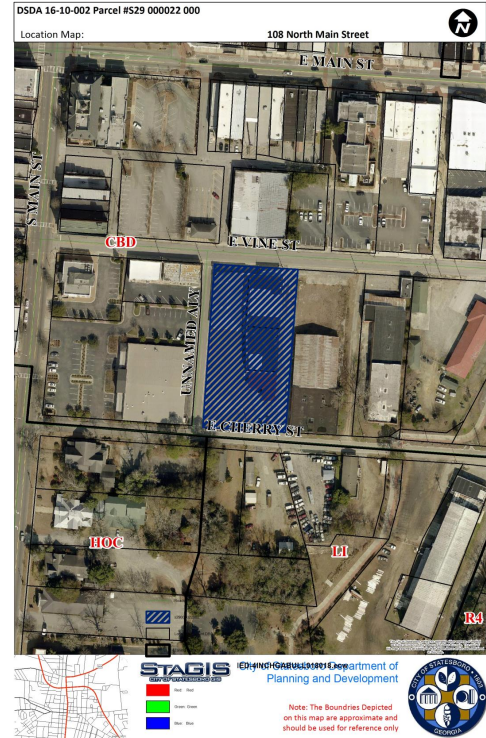
APPLICANT: AgSouth Farm Credit

OWNER(S): Farmers Union Warehouse

ACRES: .91 acres

PARCEL TAX MAP #: S29 000022 000

COUNCIL DISTRICT: 2 (Jones)



PROPOSAL:

The subject site is located at 20 East Vine Street, contains two (2) warehouses and is currently zoned CBD (Central Business District). The property lies within the boundaries of the Downtown Statesboro Development Authority, and Article XXX: Design Standards: Downtown District of the *Statesboro Zoning Ordinance* requires a finding of necessity for proposed demolitions where the structure is within an existing historic district or is listed with the National Register of Historic Places pursuant to Article XXX Section 3003(D)(e) (See **Exhibit A**—Location Map). AgSouth Farm Credit owns the property and intends to demolish the existing structures and prepare the site for the construction of a 7,780 square feet administrative building and additional parking (Tax Parcel S29 000022 000) (See **Exhibit B**—AgSouth Farm Credit Demolition Phase I Site Plan).

BACKGROUND:

The structures on the subject site are contributing properties to the East Vine Street Warehouse and Depot District. The district contains six (6) buildings—five (5) warehouses and one (1) depot. The district was listed on the National Register of Historic Places (NRHP) on September 9, 1989, as confirmed by the U.S. Department of the Interior, National Park Service on October 13, 2016 (See **Exhibit C**—Email Confirming NRHP Listing).

The extant structures in the district made a significant contribution to Statesboro's economy during the late 19th and early 20th centuries. The applicant is proposing the demolition of 50 percent of the district's historic resources, which could cause the East Vine Street Warehouse and Depot District to be removed from the NRHP, should the Georgia Historic Preservation Division deem the district has lost its historical context.

SURROUNDING ZONING/LAND USES:

	ZONING:	LAND USE:
NORTH:	CBD (Central Business District)	Food service facilities, retail or wholesale establishments, business or professional offices and office buildings
SOUTH:	LI (Light Industrial)	Parking lot and business or professional offices
EAST:	CBD (Central Business District)	Personal services facilities
WEST	CBD (Central Business District)	Personal services facilities

The subject site is surrounded by a range of mixed uses in the CBD (Central Business District). Properties to the north and south are predominantly office buildings and food service facilities, including the City of Statesboro City Hall, 40 East Grill and Galactic Comics and Games. Properties to the east and west are primarily personal services facilities, including AgSouth Farm Credit and Northland Communications.

The area surrounding the subject site includes multiple historic buildings listed on the National Register of Historic Places. For example, the structure located at 23 South Main Street (Tax Parcel S28 000069 000)—AgSouth Farm Credit’s administrative offices—served as the only U.S. Post Office, and later City Hall, in the city of Statesboro. In addition, several structures to the north and northwest are also listed, including those contributing properties that are part of the North Main Street Commercial Historic District and the West Main Street Commercial Historic District. This area of Statesboro represents a concentration of some of the only remaining buildings from the late 19th and early 20th centuries (See **Exhibit D**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The subject site lies within the “Urban Core/Downtown” character area as identified by the City of Statesboro 2014 Future Development Map (See **EXHIBIT E**—2014 Future Development Map) within the *City of Statesboro Updated 2014 Comprehensive Plan* – which calls for the protection of “historic buildings from demolition or inappropriate restoration, which can degrade the architectural details of the structures” while encouraging the construction of multi-family residential uses in the area.

The *City of Statesboro Updated 2014 Comprehensive Plan* specifically mentions the subject site and encourages adaptive reuse (*Statesboro Updated 2015 Comprehensive Plan, Community Agenda* page 15).

Vision:

Downtown is the historic core of the city and should remain the activity and cultural hub of the region. In the Urban Core, traditional development patterns of buildings along the sidewalk and a lively streetscape should be respected and promoted. Historic buildings should be protected from demolition or inappropriate restoration which can degrade the architectural details of the structures. Additional residential opportunities, especially in the form of lofts or other residential over retail, should be promoted. Street-level uses should be reserved for retail, entertainment, or similar high activity uses.

Appropriate Land Uses

- Neighborhood-scale retail and commercial, especially niche market stores which serve as a destination
- Arts and entertainment venues
- Civic uses
- Office
- Neighborhood services
- Range of housing styles & price points
- Multifamily Residential
- Loft, mixed use, and urban residential, including small lot single-family residential along secondary streets
- Multi-story buildings with retail on the street and office/residential above
- Government offices & services

Suggested Development & Implementation Strategies

- Historic structures should be preserved or adaptively reused wherever possible.
- Create local historic districts.
- Economic development strategies should continue to nurture thriving commercial activity.

- New development should respect historic context of building mass, height and setbacks.
- Encourage mixed-use infill and redevelopment. Uses should typically transition across the rear of properties instead of across the street to soften the transition and maintain appropriate streetscapes.

Statesboro Updated 2015 Comprehensive Plan, Community Agenda page 14.

TAX ALLOCATION DISTRICT REDEVELOPMENT PLAN:

The 2014 Tax Allocation District Redevelopment Plan (TAD) seeks to “encourage the private redevelopment of outmoded, highway-oriented commercial development into pedestrian friendly, mixed-use centers” to achieve the vision set forth in the 2011 Statesboro Downtown Master Plan and the 2009 and 2014 Comprehensive Plans. The plan does not set forth specific suggestions for this subject site. The parcel in this request is listed in the TAD under Appendix B (page 47) (See **Exhibit F**—List of Parcels Included in the TAD). The parcel had an appraised value of \$301,830, an assessed value of \$120,732 and a tax value of \$120,732, at the time the Tax Allocation Redevelopment Plan was written in December 2014.

STATESBORO DOWNTOWN MASTER PLAN:

The 2011 Statesboro Downtown Master Plan Redevelopment Initiatives Locational Guidance land use map places the parcel in Zone 4: Mixed Use (incl. loft housing), Parks and Attractions. The plan establishes this zone of primary importance and calls for an emphasis on catalyst and specialty projects as well as supportive streetscape enhancements (See **Exhibit G**—Locational Guidance/Zone Implementation Table).

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject property is currently serviced by city utilities, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. There is no expected environmental impact associated with this request. Any environmental issues associated with the proper demolition of the structures and/or removal and disposal of debris are the responsibility of the applicant.

ANALYSIS:

Whether or not a Finding of Necessity Should be Issued Authorizing the Demolition of the Structures Requested by Application DSDA 16-10-001:

On October 13, 2016, the U.S. Department of the Interior, National Park Service confirmed the structures on this parcel was registered with the National Register of Historic Places on September 9, 1989 (See **Exhibit C**—Email Confirming NRHP Listing). The site contains two (2) of six (6) structures—five (5) warehouses and one (1) depot—comprising the East Vine Street Warehouse and Depot District. The warehouses date from 1906-1908 and the frame depot (the current location of Northland Communications) dates from 1923.

The National Park Service found that the East Vine Street Warehouse and Depot District important under the following NRHP criteria for evaluation:

- Criteria A: Places that are associated with events that have made a significant contribution to the broad patterns of our history; and
- Criteria C: Places that embody the distinctive characteristics of a type, period, or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction.

In addition, the East Vine Street Warehouse and Depot District’s areas of significance include the following:

- Criteria A Areas of Significance: Commerce and transportation
- Criteria C Areas of Significance: Architecture

Narrative statement of significance (areas of significance) from the National Register of Historic Places Registration Form (July 1989):

“The East Vine Street Warehouse and Depot District played an important part in the historical development of downtown Statesboro and is eligible for nomination to the National Register of Historic Places as a part of the Statesboro multiple property listing. In support of National Register criteria C, the district is significant in the area of architecture for its depot and concentration of historic warehouse structures which developed in conjunction with the railroad. The utilitarian design featured on these buildings was common to early 20th-century warehouse districts around Georgia but is found in Statesboro only in this district. The district is also significant under National Register criteria A in the areas of commerce and transportation for its support of the economic expansion which occurred in

Statesboro during the late 19th and early 20th centuries. This economic expansion has been credited to the Sea Island cotton market and the accessibility [sic] of the railroad.

“The district is significant in the area of commerce and transportation because it is associated with the two principal forces driving Statesboro's early 20th-century economic prosperity. Statesboro was founded in 1802, but its physical development did not commence until 1889 with the coming of the railroad and the increase in the production of Sea Island cotton. The East Vine Street Warehouse and Depot District is comprised of the extant structures directly associated with the railroad and cotton marketing. With its commerce directly tied to the Sea Island cotton market, Statesboro prospered from 1890 until the boll weevil caused dramatic damage to the crop in the 1920s. The Great Depression of the 1930s also had a detrimental effect on Statesboro's economy and the availability of marketable goods. The structures had been important for storing cotton and, to a lesser extent, other goods near the railroad. Cotton crop damage and the depression resulted in a smaller amount of goods that needed to be stored and transported. The Savannah and Statesboro Railroad Depot still stands within the district as reminder of the early 20th century when the railroads were the most convenient and economical method for overland conveyance of freight such as cotton and other agricultural products. The 1923 depot was constructed near the end of Statesboro's boom period.

“In terms of architecture, the buildings are significant for their early 20th-century utilitarian design, the purpose of which was to withstand heavy use. This simple, straightforward design is typical of similar buildings built throughout the state in the late 19th and early 20th centuries. Beyond their practical purpose, the buildings exhibit decorative features commonly found on commercial and warehouse structures constructed at the time in Georgia. These decorative features include signs painted on the sides of the structure for merchant identification, horizontal stepped parapets, segmental-arched windows and doors, and corbeled-brick cornices. L. R. Blackburn, a contractor associated with downtown Statesboro's development, has been given credit for some of the masonry construction within the district. The depot is the 1923 reconstruction of an 1899 depot which was destroyed by fire in 1922. The late Victorian-style depot was reconstructed using the same plan as the original and was the last railroad depot constructed in pre-World War II Georgia.

“During the late 19th and early 20th centuries, Georgia county seats were shipping and transportation centers for their county. Cotton and other goods were then shipped from the county seat to port cities, such as Savannah. Because of the district's association with the early 20th-century commercial expansion resulting from the Sea Island cotton trade and its continued importance as a transportation and warehouse center for Statesboro and Bulloch County, the district meets National Register criteria A. Because the district exhibits architectural design characteristics common to small-town, commercial and industrial structures of the early part of the 20th century, including corbeling, pressed-metal cornices, round- and segmental-arched windows, the district meets National Register criteria C.”

Staff recommends the rehabilitation of the structures at the subject site. Pursuant to the facts established by the U.S. Department of the Interior, the subject site's listing in the National Register of Historic Places, the vision stated in the 2014 Comprehensive Master Plan and the strategies identified in the Downtown Master Plan, staff is of the opinion that retaining and rehabilitating the structures will assist with preserving the visual and tangible cultural identity of the City of Statesboro. In addition, the appropriate rehabilitation and marketing of the subject site may contribute to a vibrant and cultural downtown that can draw revenue in the form of tourism, economic development and other activities.

Staff further recommends the applicant utilize the new site plan, proposed by staff, which would still allow the new building and new parking lot to be completed as submitted. The applicant submitted an environmental site assessment, completed by Whitaker Laboratory, Inc. and only found lead paint.

In the event Council grants the demolition requested by DSDA 16-10-001, the remaining structures may be removed from the National Register of Historic Places, leaving them vulnerable to demolition without an opportunity for proper review at the federal level, if required.

Article XXX Criteria

Given that the structures are listed on the National Register of Historic Places, staff is not authorized to administratively approve a demolition permit. Rather, council must determine whether the structures are considered to be a “Historical Building” as defined by Article XXX of the Statesboro Zoning Ordinance, and if so, may authorize a demolition only upon a showing of necessity. In order to designate the structures as a “Historical Building” meriting preservation, Council must find the building to be greater than fifty years in age and that at least one of the following

criteria or the criteria of the National Register of Historic Places are met. Ordinance considerations, and relevant known factors, are as follows:

(1) The structure is an outstanding example representative of its era:

- a. The East Vine Street Warehouse and Depot District is an outstanding example of warehouse architecture representative of its era. "In support of National Register criteria C, the district is significant in the area of architecture for its depot and concentration of historic warehouse structures which developed in conjunction with the railroad. The utilitarian design featured on these buildings was common to early 20th-century warehouse districts around Georgia but is found in Statesboro only in this district," according to the National Register of Historic Places Registration Form completed in July 1989 (See **EXHIBIT D**—Photos of Subject Site).

(2) The structure is one of few remaining examples of a past architectural style:

The contributing structures within the East Vine Street Warehouse and Depot District are the **only** remaining examples of this architectural style in Statesboro, according to the National Park Service.

(3) The property or structure place or structure is associated with an event or person of historic or cultural significance to the City of Statesboro, Bulloch County, the State of Georgia, or the region:

The subject site is associated with commerce and transportation, which contributed significantly to Statesboro's growth during the first third of the 20th century.

(4) The property or structure is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the City of Statesboro, Bulloch County, the State of Georgia, or the region;

The subject property is not a site of natural or aesthetic interest that contributes to the cultural or historical development of the City of Statesboro.

(5) It is within an existing historic district or is listed with the National Register of Historic Places; or

The parcel lies within the boundaries of a NRHP district (See **Exhibit G**—Historic Resources of Statesboro).

STAFF RECOMMENDATION:

Staff would recommend either an attempt to rehabilitate the existing structure or consideration of a revised site plan to include the new proposed structure while preserving the existing building.

Staff would recommend the following condition should Council grant the request:

1. Applicant is responsible for relocating all utilities, including but not limited to gas lines, utilities, light poles, etc.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting, Wednesday, November 2, 2016 at 5:00 PM, the Planning Commission voted 4 to 0 to approve the demolition requested by application DSDA 16-10-002 with the following condition (See **EXHIBIT I**—Analysis of Cost to Replace (submitted by applicant 11/2/2016):

1. Applicant is responsible for relocating all utilities, including but not limited to gas lines, utilities, light poles, etc.

EXHIBIT A: LOCATION MAP



EXHIBIT C: NATIONAL PARK SERVICE EMAIL CONFIRMING NRHP LISTING

10/27/2016

City of Statesboro Mail - East Vine Street Warehouse and Depot District, Statesboro, Bulloch Co., GA



Candra Teshome <candra.teshome@statesboroga.gov>

East Vine Street Warehouse and Depot District, Statesboro, Bulloch Co., GA

Deline, Lisa <lisa_deline@nps.gov>
To: candra.teshome@statesboroga.gov
Cc: frank.neal@statesboroga.gov

Thu, Oct 13, 2016 at 2:42 PM

Candra - The property located at 0 East Vine Street (tax parcel S29 000021 000) and the property located at 20 East Vine Street (tax parcel S29 000022 000) are contributing properties to the historic East Vine Street Warehouse and Depot District, Statesboro, GA.

This district was listed in the National Register of Historic Places on September 9, 1989. The district meets National Register Criteria A and C for significance in commerce, transportation, and architecture. The period of significance is 1906-1923.

Please let me know if you need any additional information.

--
Lisa Deline
Historian
National Register of Historic Places
www.nps.gov/nr

Like us on Facebook! www.facebook.com/NationalRegisterNPS
Flickr: www.flickr.com/photos/nationalregister/



Centennial Goal: Connect with and create the next generation of park visitors, supporters, and advocates.

https://mail.google.com/mail/u/0/?ui=2&ik=e02d8cc260&view=pt&q=in%3Ainbox&name=Inbox&search=section_query&msg=157bf5b697d8b2ff&siml=... 1/1

EXHIBIT D: PHOTOS OF SUBJECT SITE



Picture 1 Exterior of 20 East Vine Street, the Former Smith Supply Co.



Picture 2 Exterior of 22 East Vine Street

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 3 Exterior at Angle Depicting both 20 and 22 East Vine Street



Picture 4 West Exterior Wall Depicting Proposed Alley Closure Connecting Cherry Street and East Vine Street

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 5 Alley Connecting Cherry Street and East Vine Street



Picture 6 Interior of 20 East Vine Street

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 7 Interior of 20 East Vine Street



Picture 8 Interior of 22 East Vine Street

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 9 Interior of 22 East Vine Street



Picture 10 Interior of 22 East Vine Street

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 11 Interior of 22 East Vine Street

EXHIBIT E: CITY OF STATESBORO 2014 FUTURE DEVELOPMENT MAP

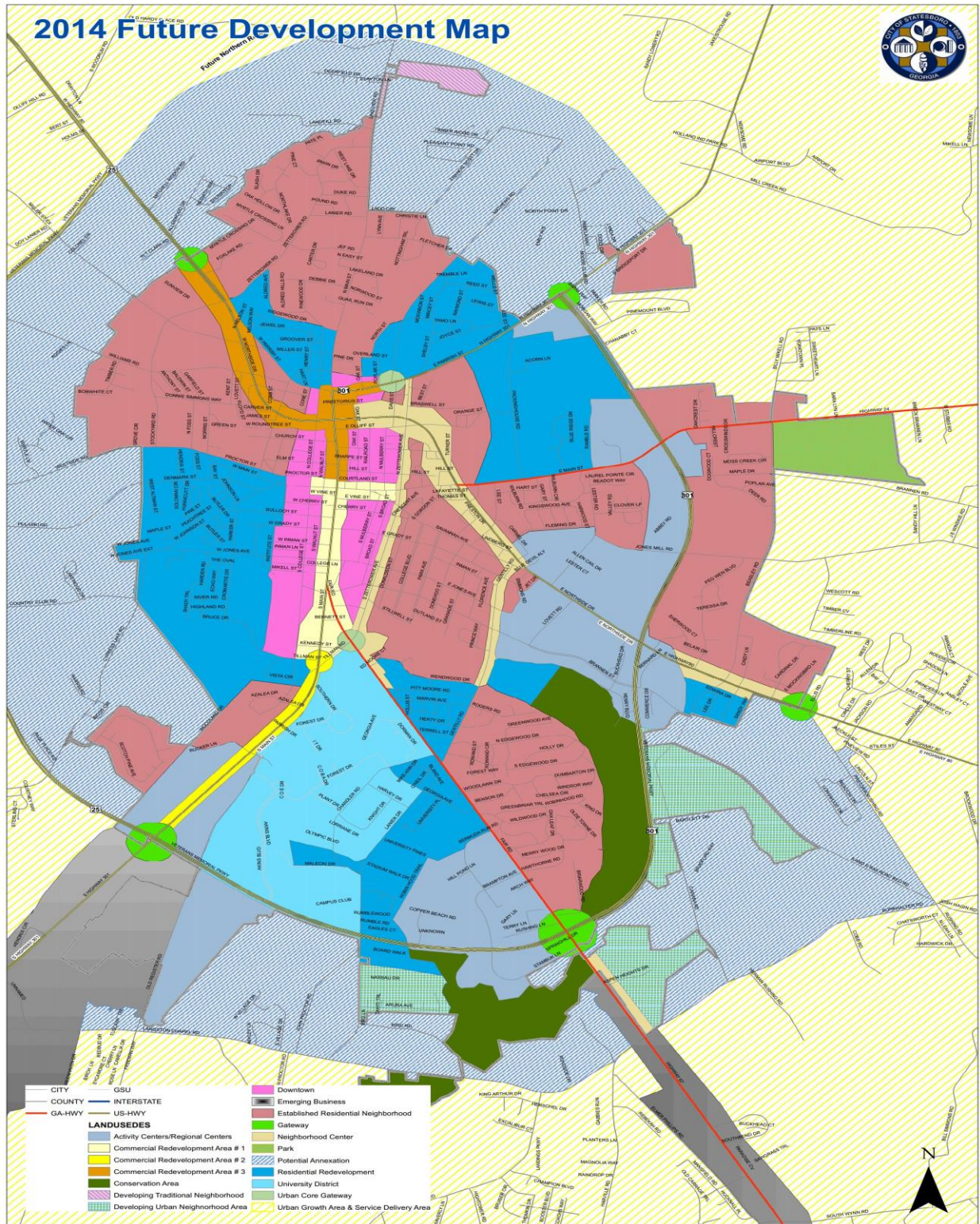


EXHIBIT F: LIST OF PARCELS INCLUDED IN THE TAD

City of Statesboro Tax Allocation District #1: South Main Redevelopment Plan 2014

GEOPIN	PARCEL_NO	Legal Description	DIG CLASS	TAXD ISTRIC	Appraised Value	Assessed Value	Tax Value
7879-40-0662	S18 000035 000	W VINE ST	C	1	57,616	23,046	23,046
7879-40-0877	S18 000037 000	20-26 W MAIN ST	C	1	441,307	176,523	176,523
7879-40-1034	S19 000005 000	107 S MAIN ST TRELLIS GARDEN	E	1	1,025,544	410,218	0
7879-40-1243	S19 000004 000	CHURCH & BLDGS	E	1	4,606,900	1,842,760	0
7879-40-1462	S18 000033 000	W CHERRY ST	C	1	21,752	8,701	8,701
7879-40-1595	S18 000030 000	27 S MAIN ST	C	1	257,175	102,870	102,870
7879-40-1776	S18 000036A000	VINE STREET	C	1	59,321	23,728	23,728
7879-40-1897	S18 000039 000	STORE/8-18 W MAIN ST	C	1	326,258	130,503	130,503
7879-40-2369	S18 000032 000	LODGE 213	E	1	156,975	62,790	0
7879-40-2463	S18 000031 000	35 S MAIN ST	C	1	173,817	69,527	69,527
7879-40-2680	S18 000029 000	25 S MAIN ST	C	1	59,111	23,644	23,644
7879-40-2693	S18 000028 000	23 S MAIN (GRIMES)	C	1	155,258	62,103	62,103
7879-40-2695	S18 000027 000	19 S MAIN ST/HUGO'S	C	1	136,283	54,513	54,513
7879-40-2792	S18 000026 000	S MAIN ST	C	1	149,242	59,697	59,697
7879-40-2794	S18 000025 000	13 S MAIN ST	C	1	81,183	32,473	32,473
7879-40-3706	S18 000024 000	9 SOUTH MAIN STREET	C	1	69,833	27,933	27,933
7879-40-3709	S18 000023 000	WATERS/7 S MAIN ST	C	1	92,558	37,023	37,023
7879-40-3802	S18 000022 000	S MAIN ST/NORRIS	C	1	131,325	52,530	52,530
7879-40-3804	S18 000021 000	3 S MAIN ST/STORE	C	1	85,317	34,127	34,127
7879-40-3808	S18 000020 000	1 S MAIN ST	C	1	241,592	96,637	96,637
7879-40-3919	S18 000019 000	1 NORTH MAIN STREET	C	1	151,500	60,600	60,600
7879-40-5004	S29 000003 000	106 S MAIN/SBORO INN	C	1	581,476	232,590	232,590
7879-40-5115	S29 000002 000	102 S MAIN ST	E	1	435,000	174,000	0
7879-40-7008	S29 000024A000	BOY SCOUT HUT	E	1	66,500	26,600	0
7879-40-7086	S29 000024 000	2 E CHERRY ST	C	1	46,496	18,598	18,598
7879-40-7359	S29 000022 000	20/22 E VINE ST	C	1	301,830	120,732	120,732
7879-40-9130	S29 000027 000	E CHERRY ST	C	1	45,530	18,212	18,212
7879-40-9308	S29 000021 000	E VINE ST	C	1	113,840	45,536	45,536
7879-41-0004	S18 000062 000	33 W MAIN ST	C	1	71,417	28,567	28,567
7879-41-0083	S18 000045 000	27 W MAIN ST	C	1	133,458	53,383	53,383
7879-41-0407	S18 000058 000	SEARS BLDG/COLEMAN	C	1	277,030	110,812	110,812
7879-41-0605	S18 000057 000	23 N WALNUT	R	1	37,100	14,840	14,840
7879-41-1023	S18 000044 000	25 W MAIN	C	1	35,317	14,127	14,127
7879-41-1042	S18 000043 000	23 W MAIN	C	1	26,583	10,633	10,633
7879-41-1072	S18 000042 000	19-20 W MAIN ST	C	1	73,708	29,483	29,483
7879-41-1111	S18 000046 000	12 & PT 9 /STORE	E	1	26,370	10,548	0
7879-41-1141	S18 000046 001		R	1	1,500	600	600
7879-41-2002	S18 000041 000	DRUG STORE/W MAIN ST	C	1	46,975	18,790	18,790
7879-41-2022	S18 000040 000	15 W MAIN ST	C	1	87,255	34,902	34,902
7879-41-2100	S18 000047 001	PARKING LOT/OFF WALNUT STREET	E	1	22,781	9,112	0
7879-41-2431	S18 000007 000	N MAIN/VAC LOT	C	1	73,255	29,302	29,302

Appendices

47

EXHIBIT G: LOCATIONAL GUIDANCE/ZONE IMPLEMENTATION TABLE



Locational / Zone Implementation



EXHIBIT G: LOCATIONAL GUIDANCE/ZONE IMPLEMENTATION TABLE (CONT)

IMPLEMENTATION STRATEGY

Locational / Zone Implementation Table – continued







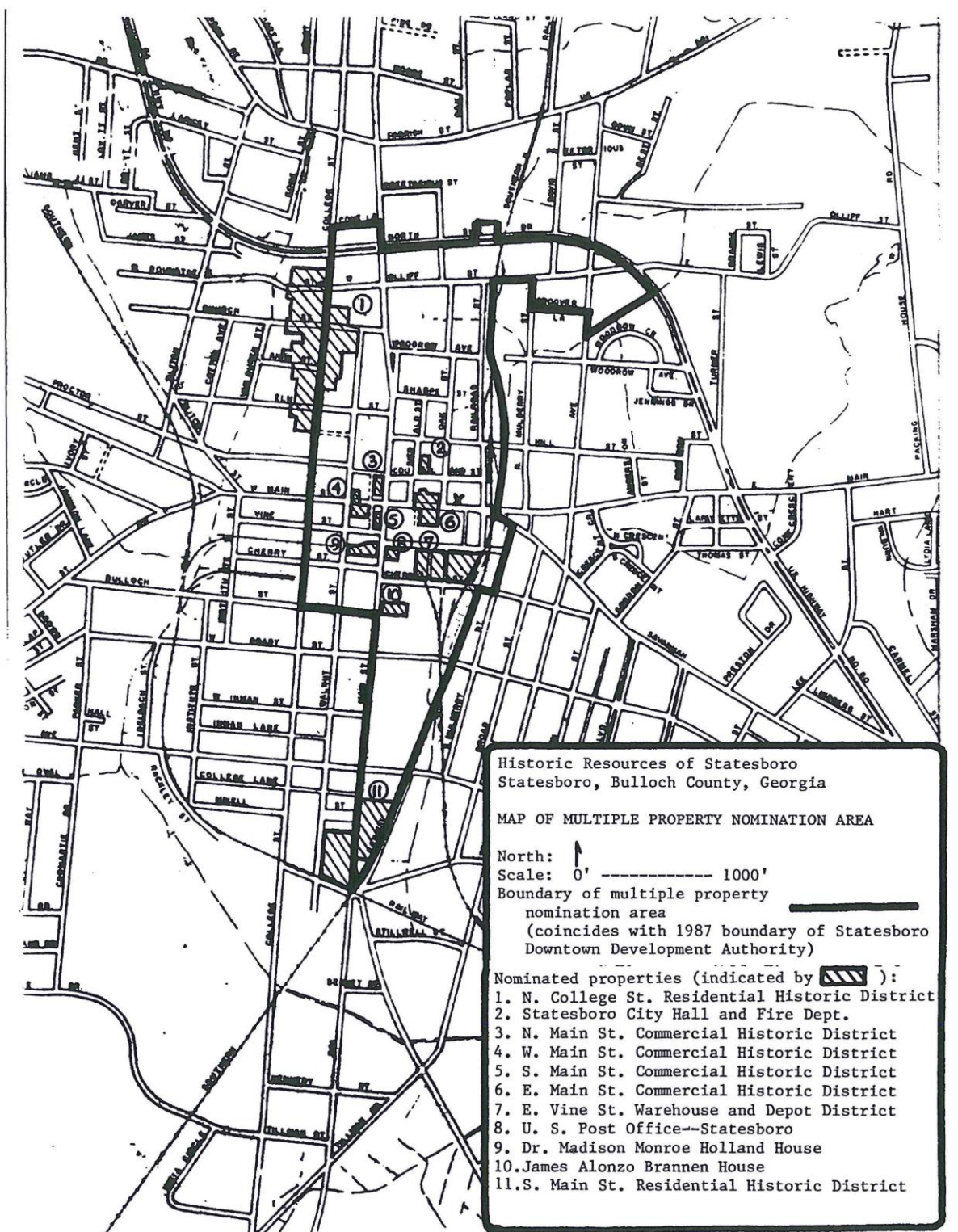
Zones	Targeted Use/Enhancement	Importance Level	Discussion
 4	Mixed Use (incl. loft housing), Parks and Attractions	Primary, this zone represents the downtown core and is one of the primary redevelopment and infill zones in the master plan	<ul style="list-style-type: none"> Emphasis on catalyst and specialty projects as well as supportive streetscape enhancements (i.e., Vine Street Retail) In terms of timing, this area should be targeted in the initial phases of implementation of the master plan
 5	Residential, Mixed Use, Parks and Commercial	Secondary, this zone represents the transitional redevelopment zone between downtown core and those identified as a primary targeted redevelopment areas for new residential mixed use and commercial projects	<ul style="list-style-type: none"> A transitional zone that is an extension of the downtown core and the adjacent zone to the south Unless opportunities for acquisition, property assemblage or partnership become available, this area be focused upon secondarily in terms of timing or phasing
 6	Residential, Mixed Use and Commercial	Secondary, this area is viewed as a business/commercial zone and redevelopment should be focused on support or uses related to the University	<ul style="list-style-type: none"> Potential areas to be targeted may include the closure or redesign of Brannen Street to support contiguous assemblage of parcels Emphasize reduction of pedestrian/ vehicular conflicts Improve connectivity with Memorial Park and enhance amenities
 7	Commercial and Mixed Use	Primary, as an extension of the downtown core, this area is important to the master plan based on existing/planned projects and the potential for redevelopment opportunities	<ul style="list-style-type: none"> This area is deemed primary due to opportunities available and the potential of assemblage of larger development tracts In the short term exhaust redevelopment opportunities in this areas as appropriate
 8	Commercial and Mixed Use (incl. loft housing)	Primary, the frontage along South Main is a critical part of the master plan. The creation of a mixed use, pedestrian-oriented corridor should be the primary focus in this area	<ul style="list-style-type: none"> The frontage on the west side of South Main Street is an important supporting element to University and local traffic enhancements Potential redevelopment should foster pedestrian-scaled neighborhood and community commercial uses Commercial, office, residential utilization is appropriate for this area
 9	Residential	Secondary, deemed a supporting element to the master plan, the improvements in this area should be market driven and a product of activities occurring in areas deemed as primary importance level	<ul style="list-style-type: none"> Assemblage of redevelopment parcels could be challenging in this area The creation of appropriately scaled residential uses is the focus in this zone Implement neighborhood residential revitalization and stabilization programs to improve and maintain housing stock



EXHIBIT H: HISTORIC RESOURCES OF STATESBORO MAP





AGSOUTH FARM CREDIT

*ANALYSIS OF COST TO REPLACE / REPAIR IN LIKE MATERIAL
11/1/16*

BUILDING #1: 6,390 Square Feet ~ 250 Lineal Feet of Exterior Brick Walls

Existing Condition:

Existing roof will require complete replacement. The existing roof structure is acceptable in some areas but will require some new framing and decking. The existing brick walls are in satisfactory condition but will require tuck-pointing and grouting as well as structural ties to the framework. All doors and windows will require removal and replacement.

Proposed Work:

Provide new roof structure and decking where required. Patch existing as possible. Provide grout in masonry walls at determined areas. Use structural ties to stabilize masonry walls. Provide standing seam metal roof with 3 ½" ISO recovery board.

• Brick Work including ties (existing value \$143,640)	\$ 21,560.00
• Structural Framing	\$ 25,560.00
• Doors / Windows	\$ 41,000.00
• Standing Seam Roof w/ 3 ½" ISO Recovery Board (R-20)	<u>\$ 76,680.00</u>
Total Estimated Cost:	\$164,800.00

P.O. Box 1654 • 300 Pulaski Highway
Statesboro, GA 30459
Telephone 912-489-4677
Fax 912-764-4226

41 Park of Commerce Way • Suite 103
Savannah, GA 31406
Fax 912-712-3646

Updated: 11/2/2016

EXHIBIT I: ANALYSIS OF COST TO REPLACE (SUBMITTED BY APPLICANT 11/2/2016)

AgSouth Farm Credit

Analysis of Cost to Replace / Repairs with Like Material

	A	B	C	C / (C+A) Ratio
Building #1	Structural Element ~ Present ~		Structural Element ~ Missing / To Be Replaced ~	
Brick Work: including structural ties	\$129,640.00		\$ 21,560.00	14.26%
<i>126,000 Brick x \$1200/1000 = \$151,200</i>				
<i>Usable: \$129,640</i>				
<i>\$7,560 + \$14,000 (ties) = \$21,560</i>				
Structural Framing	\$102,210.00		\$ 25,560.00	20.00%
<i>6,390 sq. ft x \$20 = \$127,800</i>				
<i>Usable: \$102,210</i>				
<i>Unusable: \$25,560</i>				
Standing Seam Roof	\$0.00		\$ 76,680.00	100.00%
<i>6,390 sq ft x \$12= \$76,680</i>				
Doors / Windows	\$0.00		\$ 41,000.00	100.00%
<i>Complete Replacement</i>				
Total:	\$231,850.00	Total:	\$ 164,800.00	41.55%

EXHIBIT I: ANALYSIS OF COST TO REPLACE (SUBMITTED BY APPLICANT 11/2/2016)



AGSOUTH FARM CREDIT

ANALYSIS OF COST TO REPLACE / REPAIR IN LIKE MATERIAL
11/1/16

BUILDING #2: 11,195 Square Feet ~ 486 Lineal Feet of Exterior Walls

Existing Condition:

Existing roof will require replacement. Existing wood trusses / wood columns will need to be removed and replaced.

Existing wood floor system will need to be removed and replaced. A new foundation system will need to be designed and installed for the new structure as well as the existing wall tie-in. Some exterior brick work will be required.

Proposed Work:

Engage a structural engineer to address new structural foundation for existing brick walls and structural columns. Provide Hilti ties for brick walls to new structure. Tuck-point, patch, re-grout existing brick walls (assume 8%). Remove existing wood framing and roofing. Install new timber truss system, 2 x wood decking and standing seam roof. Remove and replace wood floor system.

• Brick Work including ties (existing value \$294,000)	\$ 49,520.00
• Foundation	\$ 72,985.00
• Wood Floor System	\$100,755.00
• Timber Framing / Trusses / Decking	\$223,900.00
• Standing Seam Roof w/ 3 ½" ISO Recovery Board (R-20)	<u>\$134,340.00</u>
Total Estimated Cost:	\$581,500.00*

*Note: We have not addressed the loading dock replacement.

P.O. Box 1654 • 300 Pulaski Highway
Statesboro, GA 30459
Telephone 912-489-4677
Fax 912-764-4226

41 Park of Commerce Way • Suite 103
Savannah, GA 31406
Fax 912-712-3646

Updated: 11/2/2016

EXHIBIT I: ANALYSIS OF COST TO REPLACE (SUBMITTED BY APPLICANT 11/2/2016)

AgSouth Farm Credit

Analysis of Cost to Replace / Repairs with Like Material

	A	B	C	C / (C+A) Ratio
Building #2	Structural Element ~ Present ~		Structural Element ~ Missing / To Be Replaced ~	
Brick Work: including structural ties	\$270,480.00		\$ 49,520.00	15.48%
<i>245,000 Brick x \$1200/1000 = \$294,000</i>				
<i>\$294,000 x 92% unusable = \$270,480</i>				
<i>\$23,520 unusable + \$26,000 ties</i>				
Foundation	\$0.00		\$ 72,985.00	100.00%
<i>11,195 sq ft. x \$5 = \$55,975</i>				
<i>486 lineal ft x \$35 = \$17,010</i>				
Wood Floor System	\$0.00		\$ 100,755.00	100.00%
<i>Heavy Timber with 2x floor decking</i>				
<i>11,195 sq ft x \$9 = \$100,755</i>				
Timber Framing / Trusses /Decking	\$0.00		\$ 223,900.00	100.00%
<i>Heavy Timber with 2x roof decking</i>				
<i>11,195 sq ft x \$20 = \$223,900</i>				
Standing Seam Roof	\$0.00		\$ 134,340.00	100.00%
<i>11,195 sq ft x \$12 = \$134,340</i>				
Total:	\$270,480.00	Total:	\$ 581,500.00	68.25%



AGSOUTH FARM CREDIT

*ANALYSIS OF COST TO REPLACE / REPAIR IN LIKE MATERIAL
11/1/16*

BUILDING #3: 15,360 Square Feet ~ 546 Lineal Feet of Exterior Walls

Existing Condition:

Existing roof will require replacement. Existing wood trusses, columns, structural steel members will need to be removed and replaced. Saw cut existing concrete floor and install new foundation. Existing exterior brick walls and brick dividing wall will require repair, tuck-point and grouting.

Proposed Work:

Engage a structural engineer to address new structural foundation for existing brick walls and structural columns. Provide Hilti ties for brick walls to new structure. Tuck-point, patch, re-grout existing brick walls (assume 20%). Remove existing wood and steel framing and roofing. Install new timber truss system, 2 x wood decking and standing seam roof.

• Brick Work including ties (existing value \$330,000)	\$ 96,000.00
• Foundation / Floor Work	\$155,000.00
• Timber Framing / Trusses / Decking	\$307,200.00
• Standing Seam Roof w/ 3 ½" ISO Recovery Board (R-20)	<u>\$184,320.00</u>
Total Estimated Cost:	\$742,520.00*

**Note: We have not addressed the loading dock replacement.*

P.O. Box 1654 • 300 Pulaski Highway
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Telephone 912-489-4677
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41 Park of Commerce Way • Suite 103
Savannah, GA 31406
Fax 912-712-3646

Updated: 11/2/2016

EXHIBIT I: ANALYSIS OF COST TO REPLACE (SUBMITTED BY APPLICANT 11/2/2016)

AgSouth Farm Credit

Analysis of Cost to Replace / Repairs with Like Material

	A	B	C	C / (C+A) Ratio
Building #3	Structural Element ~ Present ~		Structural Element ~ Missing / To Be Replaced ~	
Brick Work: including structural ties	\$264,000.00		\$ 96,000.00	26.67%
<i>275,000 Brick x \$1200/1000 = \$330,000</i>				
<i>\$330,000 x 80% unusable = \$264,000</i>				
<i>\$66,000 unusable + \$30,000 ties</i>				
Foundation / Floor Work	\$0.00		\$ 155,000.00	100.00%
<i>546 lineal ft x \$35 = \$19,110</i>				
<i>Demo Concrete. Install Piers - \$135,890</i>				
<i>15,360 sq ft. x \$8.50 = \$130,560</i>				
Timber Framing / Trusses /Decking	\$0.00		\$ 307,200.00	100.00%
<i>Heavy Timber with 2x roof decking</i>				
<i>15,360 sq ft. x \$20 = \$307,200</i>				
Standing Seam Roof	\$0.00		\$ 184,320.00	100.00%
<i>15,360 sq ft x \$12= \$184,320</i>				
Total:	\$264,000.00	Total:	\$ 742,520.00	73.77%



City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

(912) 764-0630
(912) 764-0664 (Fax)

**DSDA 16-10-001
DEMOLITION REQUEST
0 East Vine Street**

LOCATION: 0 East Vine Street
Request for a finding of necessity for the demolition of one structure zoned CBD (Central Business District) within the Downtown Statesboro Development Authority Design Standards District.

REQUEST:

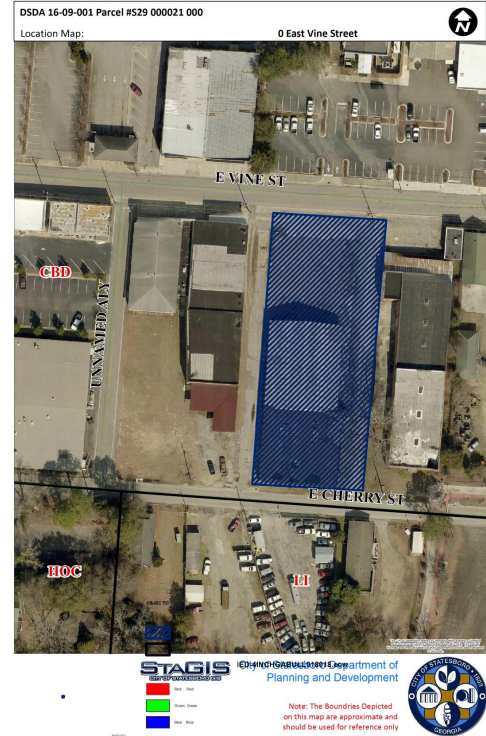
APPLICANT: AgSouth Farm Credit

OWNER(S): Farmers Union Warehouse

ACRES: .87 acres

PARCEL TAX MAP #: S29 000021 000

COUNCIL DISTRICT: 2 (Jones)



PROPOSAL:

The subject site is located at 0 East Vine Street, contains one (1) warehouse and is currently zoned CBD (Central Business District). The property lies within the boundaries of the Downtown Statesboro Development Authority, and Article XXX: Design Standards: Downtown District of the *Statesboro Zoning Ordinance* requires a finding of necessity for proposed demolitions where the structure is within an existing historic district or is listed with the National Register of Historic Places pursuant to Article XXX Section 3003(D)(e) (See **Exhibit A**—Location Map). AgSouth Farm Credit owns the property and intends to demolish the existing structure and prepare the site for the construction of a 7,780 square feet administrative building and additional parking (Tax Parcel S29 000021 000) (See **Exhibit B**—AgSouth Farm Credit Demolition Phase I Site Plan).

BACKGROUND:

The structure on the subject site is a contributing property to the East Vine Street Warehouse and Depot District. The district contains six (6) buildings—five (5) warehouses and one (1) depot. The district was listed on the National Register of Historic Places (NRHP) on September 9, 1989, as confirmed by the U.S. Department of the Interior, National Park Service on October 13, 2016 (See **Exhibit C**—Email Confirming NRHP Listing).

The extant structures in the district made a significant contribution to Statesboro's economy during the late 19th and early 20th centuries. The applicant is proposing the demolition of 50 percent of the district's historic resources, which could cause the East Vine Street Warehouse and Depot District to be removed from the NRHP, should the Georgia Historic Preservation Division deem the district has lost its historical context.

SURROUNDING ZONING/LAND USES:

ZONING:		LAND USE:
NORTH:	CBD (Central Business District)	Food service facilities, retail or wholesale establishments, business or professional offices and office buildings
SOUTH:	LI (Light Industrial)	Parking lot and business or professional offices
EAST:	CBD (Central Business District)	Personal services facilities
WEST	CBD (Central Business District)	Personal services facilities

The subject site is surrounded by a range of mixed uses in the CBD (Central Business District). Properties to the north and south are predominantly office buildings and food service facilities, including the City of Statesboro City Hall, 40 East Grill and Galactic Comics and Games. Properties to the east and west are primarily personal services facilities, including AgSouth Farm Credit and Northland Communications.

The area surrounding the subject site includes multiple historic buildings listed on the National Register of Historic Places. For example, the structure located at 23 South Main Street (Tax Parcel S28 000069 000)—AgSouth Farm Credit’s administrative offices—served as the only U.S. Post Office, and later City Hall, in the city of Statesboro. In addition, several structures to the north and northwest are also listed, including those contributing properties that are part of the North Main Street Commercial Historic District and the West Main Street Commercial Historic District. This area of Statesboro represents a concentration of some of the only remaining buildings from the late 19th and early 20th centuries (See **Exhibit D**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The subject site lies within the “Urban Core/Downtown” character area as identified by the City of Statesboro 2014 Future Development Map (See **EXHIBIT E**—2014 Future Development Map) within the *City of Statesboro Updated 2014 Comprehensive Plan* – which calls for the protection of “historic buildings from demolition or inappropriate restoration, which can degrade the architectural details of the structures” while encouraging the construction of multi-family residential uses in the area.

The *City of Statesboro Updated 2014 Comprehensive Plan* specifically mentions the subject site and encourages adaptive reuse (*Statesboro Updated 2015 Comprehensive Plan, Community Agenda* page 15).

Vision:

Downtown is the historic core of the city and should remain the activity and cultural hub of the region. In the Urban Core, traditional development patterns of buildings along the sidewalk and a lively streetscape should be respected and promoted. Historic buildings should be protected from demolition or inappropriate restoration which can degrade the architectural details of the structures. Additional residential opportunities, especially in the form of lofts or other residential over retail, should be promoted. Street-level uses should be reserved for retail, entertainment, or similar high activity uses.

Appropriate Land Uses

- Neighborhood-scale retail and commercial, especially niche market stores which serve as a destination
- Arts and entertainment venues
- Civic uses
- Office
- Neighborhood services
- Range of housing styles & price points
- Multifamily Residential
- Loft, mixed use, and urban residential, including small lot single-family residential along secondary streets
- Multi-story buildings with retail on the street and office/residential above
- Government offices & services

Suggested Development & Implementation Strategies

- Historic structures should be preserved or adaptively reused wherever possible.
- Create local historic districts.
- Economic development strategies should continue to nurture thriving commercial activity.

- New development should respect historic context of building mass, height and setbacks.
- Encourage mixed-use infill and redevelopment. Uses should typically transition across the rear of properties instead of across the street to soften the transition and maintain appropriate streetscapes.

Statesboro Updated 2015 Comprehensive Plan, Community Agenda page 14.

TAX ALLOCATION DISTRICT REDEVELOPMENT PLAN:

The 2014 Tax Allocation District Redevelopment Plan (TAD) seeks to “encourage the private redevelopment of outmoded, highway-oriented commercial development into pedestrian friendly, mixed-use centers” to achieve the vision set forth in the 2011 Statesboro Downtown Master Plan and the 2009 and 2014 Comprehensive Plans. The plan does not set forth specific suggestions for this subject site. The parcel in this request is listed in the TAD under Appendix B (page 47) (See **Exhibit F**—List of Parcels Included in the TAD). The parcel had an appraised value of \$113,840, an assessed value of \$45,536 and a tax value of \$45,536, at the time the Tax Allocation Redevelopment Plan was written in December 2014.

STATESBORO DOWNTOWN MASTER PLAN:

The 2011 Statesboro Downtown Master Plan Redevelopment Initiatives Locational Guidance land use map places the parcel in Zone 4: Mixed Use (incl. loft housing), Parks and Attractions. The plan establishes this zone of primary importance and calls for an emphasis on catalyst and specialty projects as well as supportive streetscape enhancements (See **Exhibit G**—Locational Guidance/Zone Implementation Table).

In addition, the Downtown Master plan identifies the structure on this lot as dilapidated. Despite this, the plan calls for the repair or rehabilitation of structures if they have significant historic value (See **Exhibit H**—Building Conditions Downtown Master Plan).

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject property is currently serviced by city utilities, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. There is no expected environmental impact associated with this request. Any environmental issues associated with the proper demolition of the structures and/or removal and disposal of debris are the responsibility of the applicant.

ANALYSIS:

Whether or not a Finding of Necessity Should be Issued Authorizing the Demolition of the Structure Requested by Application DSDA 16-10-001:

On October 13, 2016, the U.S. Department of the Interior, National Park Service confirmed the structure on this parcel was registered with the National Register of Historic Places on September 9, 1989 (See **Exhibit C**—Email Confirming NRHP Listing). The structure is one (1) of six (6) structures—five (5) warehouses and one (1) depot—comprising the East Vine Street Warehouse and Depot District. The warehouses date from 1906-1908 and the frame depot (the current location of Northland Communications) dates from 1923.

The National Park Service found that the East Vine Street Warehouse and Depot District important under the following NRHP criteria for evaluation:

- Criteria A: Places that are associated with events that have made a significant contribution to the broad patterns of our history; and
- Criteria C: Places that embody the distinctive characteristics of a type, period, or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction.

In addition, the East Vine Street Warehouse and Depot District’s areas of significance include the following:

- Criteria A Areas of Significance: Commerce and transportation
- Criteria C Areas of Significance: Architecture

Narrative statement of significance (areas of significance) from the National Register of Historic Places Registration Form (July 1989):

“The East Vine Street Warehouse and Depot District played an important part in the historical development of downtown Statesboro and is eligible for nomination to the National Register of Historic Places as a part of the Statesboro multiple property listing. In support of National Register criteria C, the district is significant in the area of architecture for its depot and concentration of historic warehouse structures which developed in conjunction with the railroad. The utilitarian design featured on these buildings was common to early 20th-century warehouse districts

around Georgia but is found in Statesboro only in this district. The district is also significant under National Register criteria A in the areas of commerce and transportation for its support of the economic expansion which occurred in Statesboro during the late 19th and early 20th centuries. This economic expansion has been credited to the Sea Island cotton market and the accessibility [sic] of the railroad.

“The district is significant in the area of commerce and transportation because it is associated with the two principal forces driving Statesboro's early 20th-century economic prosperity. Statesboro was founded in 1802, but its physical development did not commence until 1889 with the coming of the railroad and the increase in the production of Sea Island cotton. The East Vine Street Warehouse and Depot District is comprised of the extant structures directly associated with the railroad and cotton marketing. With its commerce directly tied to the Sea Island cotton market, Statesboro prospered from 1890 until the boll weevil caused dramatic damage to the crop in the 1920s. The Great Depression of the 1930s also had a detrimental effect on Statesboro's economy and the availability of marketable goods. The structures had been important for storing cotton and, to a lesser extent, other goods near the railroad. Cotton crop damage and the depression resulted in a smaller amount of goods that needed to be stored and transported. The Savannah and Statesboro Railroad Depot still stands within the district as reminder of the early 20th century when the railroads were the most convenient and economical method for overland conveyance of freight such as cotton and other agricultural products. The 1923 depot was constructed near the end of Statesboro's boom period.

“In terms of architecture, the buildings are significant for their early 20th-century utilitarian design, the purpose of which was to withstand heavy use. This simple, straightforward design is typical of similar buildings built throughout the state in the late 19th and early 20th centuries. Beyond their practical purpose, the buildings exhibit decorative features commonly found on commercial and warehouse structures constructed at the time in Georgia. These decorative features include signs painted on the sides of the structure for merchant identification, horizontal stepped parapets, segmental-arched windows and doors, and corbeled-brick cornices. L. R. Blackburn, a contractor associated with downtown Statesboro's development, has been given credit for some of the masonry construction within the district. The depot is the 1923 reconstruction of an 1899 depot which was destroyed by fire in 1922. The late Victorian-style depot was reconstructed using the same plan as the original and was the last railroad depot constructed in pre-World War II Georgia.

“During the late 19th and early 20th centuries, Georgia county seats were shipping and transportation centers for their county. Cotton and other goods were then shipped from the county seat to port cities, such as Savannah. Because of the district's association with the early 20th-century commercial expansion resulting from the Sea Island cotton trade and its continued importance as a transportation and warehouse center for Statesboro and Bulloch County, the district meets National Register criteria A. Because the district exhibits architectural design characteristics common to small-town, commercial and industrial structures of the early part of the 20th century, including corbeling, pressed-metal cornices, round- and segmental-arched windows, the district meets National Register criteria C.”

Staff recommends the rehabilitation of the structures at the subject site. Pursuant to the facts established by the U.S. Department of the Interior, the subject site's listing in the National Register of Historic Places, the vision stated in the 2014 Comprehensive Master Plan and the strategies identified in the Downtown Master Plan, staff is of the opinion that retaining and rehabilitating the structures will assist with preserving the visual and tangible cultural identity of the City of Statesboro. In addition, the appropriate rehabilitation and marketing of the subject site may contribute to a vibrant and cultural downtown that can draw revenue in the form of tourism, economic development and other activities.

Staff further recommends the applicant utilize the new site plan, proposed by staff, which would still allow the new building and new parking lot to be completed as submitted. The applicant submitted an environmental site assessment, completed by Whitaker Laboratory, Inc. and only found lead paint.

In the event Council grants the demolition requested by DSDA 16-10-001, the remaining structures may be removed from the National Register of Historic Places, leaving them vulnerable to demolition without an opportunity for proper review at the federal level, if required.

Article XXX Criteria

Given that the structure is listed on the National Register of Historic Places, staff is not authorized to administratively approve a demolition permit. Rather, council must determine whether the structure is considered to be a “Historical Building” as defined by Article XXX of the Statesboro Zoning Ordinance, and if so, may authorize a demolition only upon a showing of necessity. In order to designate the structure as a “Historical Building” meriting preservation,

Council must find the building to be greater than fifty years in age and that at least one of the following criteria or the criteria of the National Register of Historic Places are met. Ordinance considerations, and relevant known factors, are as follows:

(1) The structure is an outstanding example representative of its era:

- a. The East Vine Street Warehouse and Depot District is an outstanding example of warehouse architecture representative of its era. "In support of National Register criteria C, the district is significant in the area of architecture for its depot and concentration of historic warehouse structures which developed in conjunction with the railroad. The utilitarian design featured on these buildings was common to early 20th-century warehouse districts around Georgia but is found in Statesboro only in this district," according to the National Register of Historic Places Registration Form completed in July 1989 (See **EXHIBIT D**—Photos of Subject Site).

(2) The structure is one of few remaining examples of a past architectural style:

The contributing structures within the East Vine Street Warehouse and Depot District are the **only** remaining examples of this architectural style in Statesboro, according to the National Park Service.

(3) The property or structure place or structure is associated with an event or person of historic or cultural significance to the City of Statesboro, Bulloch County, the State of Georgia, or the region:

The subject site is associated with commerce and transportation, which contributed significantly to Statesboro's growth during the first third of the 20th century.

(4) The property or structure is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the City of Statesboro, Bulloch County, the State of Georgia, or the region;

The subject property is not a site of natural or aesthetic interest that contributes to the cultural or historical development of the City of Statesboro.

(5) It is within an existing historic district or is listed with the National Register of Historic Places; or

The parcel lies within the boundaries of a NRHP district (See **Exhibit I**—Historic Resources of Statesboro).

STAFF RECOMMENDATION:

Staff would recommend either an attempt to rehabilitate the existing structure or consideration of a revised site plan to include the new proposed structure while preserving the existing building.

Staff would recommend the following condition should Council grant the request:

1. Applicant is responsible for relocating all utilities, including but not limited to gas lines, utilities, light poles, etc.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting, Wednesday, November 2, 2016 at 5:00 PM, the Planning Commission voted 4 to 0 to approve the demolition requested by application DSDA 16-10-001 with the following condition (See **EXHIBIT J**—Analysis of Cost to Replace (submitted by applicant 11/2/2016):

1. Applicant is responsible for relocating all utilities, including but not limited to gas lines, utilities, light poles, etc.

EXHIBIT A: LOCATION MAP



STAGIS
CITY OF STATESBORO GIS

EDYING GARLAND, INC. Department of Planning and Development

- Red: Red
- Green: Green
- Blue: Blue

Note: The Boundaries Depicted on this map are approximate and should be used for reference only



EXHIBIT C: NATIONAL PARK SERVICE EMAIL CONFIRMING NRHP LISTING

10/27/2016

City of Statesboro Mail - East Vine Street Warehouse and Depot District, Statesboro, Bulloch Co., GA



Candra Teshome <candra.teshome@statesboroga.gov>

East Vine Street Warehouse and Depot District, Statesboro, Bulloch Co., GA

Deline, Lisa <lisa_deline@nps.gov>
To: candra.teshome@statesboroga.gov
Cc: frank.neal@statesboroga.gov

Thu, Oct 13, 2016 at 2:42 PM

Candra - The property located at 0 East Vine Street (tax parcel S29 000021 000) and the property located at 20 East Vine Street (tax parcel S29 000022 000) are contributing properties to the historic East Vine Street Warehouse and Depot District, Statesboro, GA.

This district was listed in the National Register of Historic Places on September 9, 1989. The district meets National Register Criteria A and C for significance in commerce, transportation, and architecture. The period of significance is 1906-1923.

Please let me know if you need any additional information.

--
Lisa Deline
Historian
National Register of Historic Places
www.nps.gov/nr

Like us on Facebook! www.facebook.com/NationalRegisterNPS
Flickr: www.flickr.com/photos/nationalregister/



Centennial Goal: Connect with and create the next generation of park visitors, supporters, and advocates.

https://mail.google.com/mail/u/0/?ui=2&ik=e02d8cc260&view=pt&q=in%3Ainbox&name=Inbox&search=section_query&msg=157bf5b697d8b2ff&siml=... 1/1

EXHIBIT D: PHOTOS OF SUBJECT SITE



Picture 1 Exterior Entrance Facing South toward Cherry Street



Picture 2 Exterior Entrance Facing South toward Cherry Street

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 3 Exterior Depicting Central of Georgia Railway Easement



Picture 4 Exterior Depicting East Wall

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 5 Exterior Entrance Depicting Adjacent Warehouse at 20 East Vine Street in far Right Corner



Picture 6 Exterior Entrance Depicting Masonry and Arched Doorway

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 7 Railroad Ties Located across East Vine Street belonging to Central of Georgia Railway



Picture 8 Building Exterior along Central of Georgia Railway

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 9 Interior Depicting Archway, Skylight, Masonry and Exposed Beams

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)

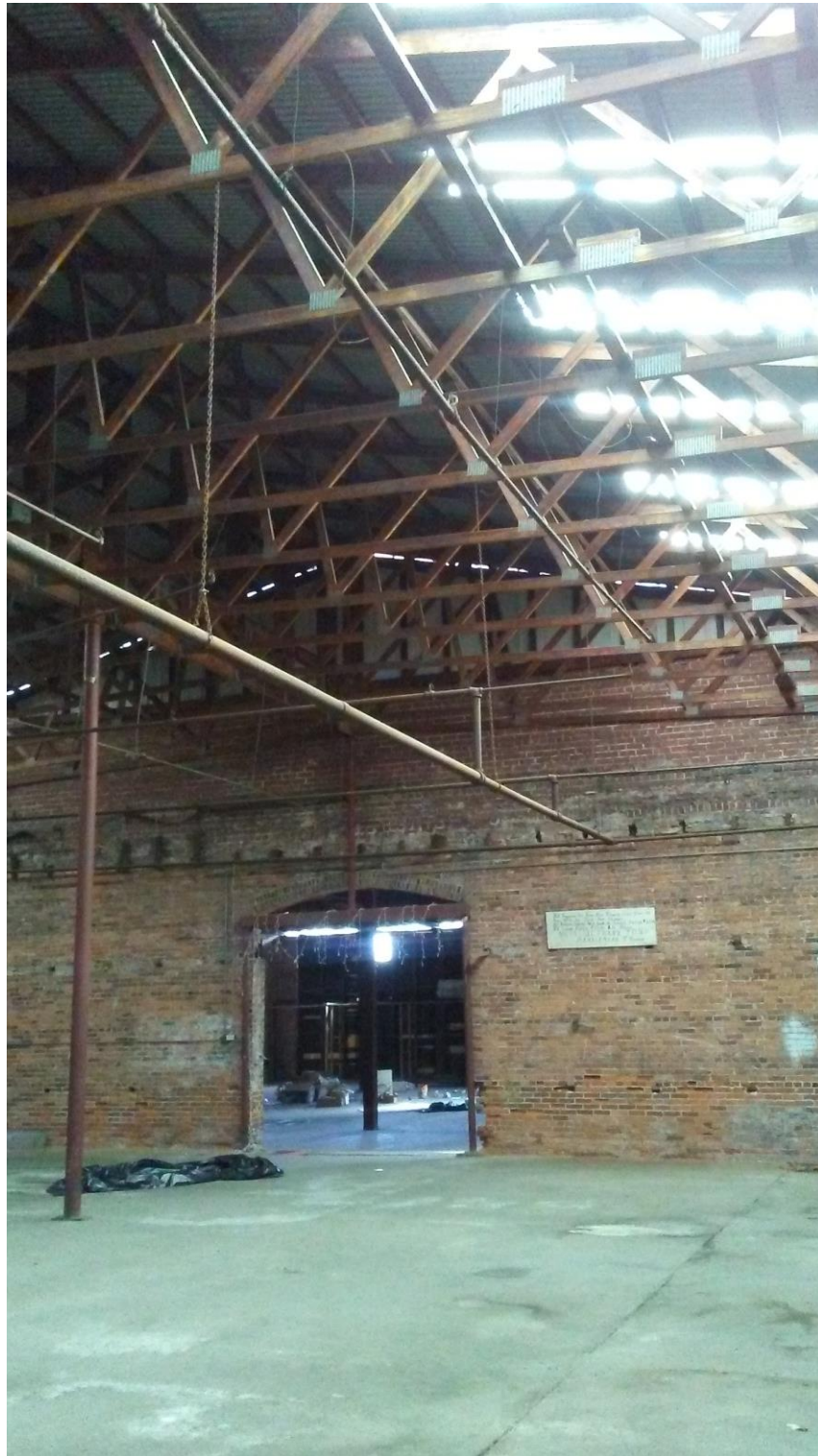


Picture 10 Interior Depicting Triangular Gable with Windows



Picture 11 Interior Depicting Exposed Brick and Succession of Skylights

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 12 Interior Depicting the other Side of the Arched Doorway

EXHIBIT D: PHOTOS OF SUBJECT SITE (CONT)



Picture 13 Entrance Depicting Masonry and Arched Doorway

EXHIBIT E: CITY OF STATESBORO 2014 FUTURE DEVELOPMENT MAP

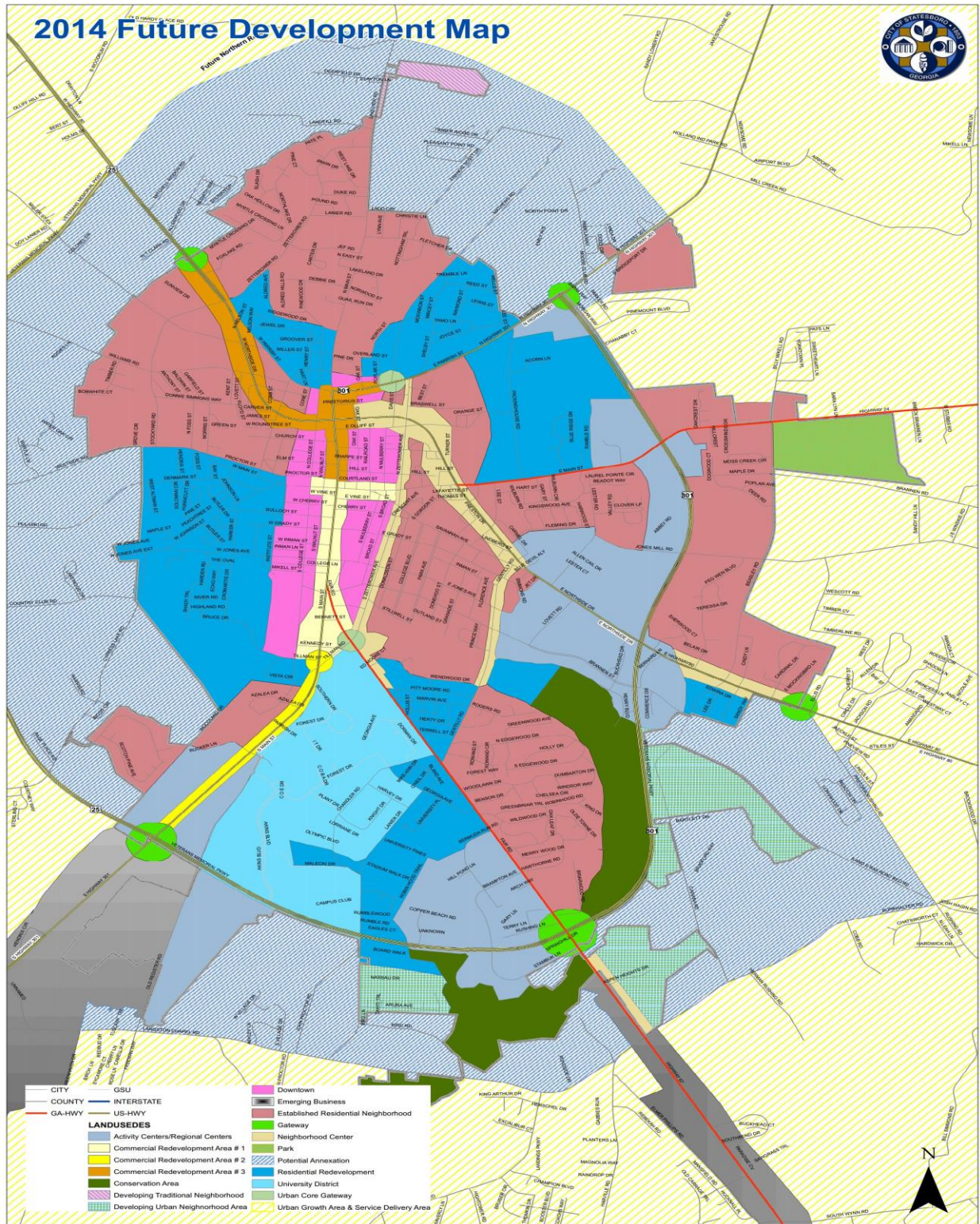


EXHIBIT F: LIST OF PARCELS INCLUDED IN THE TAD

City of Statesboro Tax Allocation District #1: South Main Redevelopment Plan

2014

GEOPIN	PARCEL_NO	Legal Description	DIG CLASS	TAXD ISTRIC	Appraised Vaue	Assessed Value	Tax Value
7879-40-0662	S18 000035 000	W VINE ST	C	1	57,616	23,046	23,046
7879-40-0877	S18 000037 000	20-26 W MAIN ST	C	1	441,307	176,523	176,523
7879-40-1034	S19 000005 000	107 S MAIN ST TRELLIS GARDEN	E	1	1,025,544	410,218	0
7879-40-1243	S19 000004 000	CHURCH & BLDGS	E	1	4,606,900	1,842,760	0
7879-40-1462	S18 000033 000	W CHERRY ST	C	1	21,752	8,701	8,701
7879-40-1595	S18 000030 000	27 S MAIN ST	C	1	257,175	102,870	102,870
7879-40-1776	S18 000036A000	VINE STREET	C	1	59,321	23,728	23,728
7879-40-1897	S18 000039 000	STORE/8-18 W MAIN ST	C	1	326,258	130,503	130,503
7879-40-2369	S18 000032 000	LODGE 213	E	1	156,975	62,790	0
7879-40-2463	S18 000031 000	35 S MAIN ST	C	1	173,817	69,527	69,527
7879-40-2680	S18 000029 000	25 S MAIN ST	C	1	59,111	23,644	23,644
7879-40-2693	S18 000028 000	23 S MAIN (GRIMES)	C	1	155,258	62,103	62,103
7879-40-2695	S18 000027 000	19 S MAIN ST/HUGO'S	C	1	136,283	54,513	54,513
7879-40-2792	S18 000026 000	S MAIN ST	C	1	149,242	59,697	59,697
7879-40-2794	S18 000025 000	13 S MAIN ST	C	1	81,183	32,473	32,473
7879-40-3706	S18 000024 000	9 SOUTH MAIN STREET	C	1	69,833	27,933	27,933
7879-40-3709	S18 000023 000	WATERS/7 S MAIN ST	C	1	92,558	37,023	37,023
7879-40-3802	S18 000022 000	S MAIN ST/NORRIS	C	1	131,325	52,530	52,530
7879-40-3804	S18 000021 000	3 S MAIN ST/STORE	C	1	85,317	34,127	34,127
7879-40-3808	S18 000020 000	1 S MAIN ST	C	1	241,592	96,637	96,637
7879-40-3919	S18 000019 000	1 NORTH MAIN STREET	C	1	151,500	60,600	60,600
7879-40-5004	S29 000003 000	106 S MAIN/SBORO INN	C	1	581,476	232,590	232,590
7879-40-5115	S29 000002 000	102 S MAIN ST	E	1	435,000	174,000	0
7879-40-7008	S29 000024A000	BOY SCOUT HUT	E	1	66,500	26,600	0
7879-40-7086	S29 000024 000	2 E CHERRY ST	C	1	46,496	18,598	18,598
7879-40-7359	S29 000022 000	20/22 E VINE ST	C	1	301,830	120,732	120,732
7879-40-9130	S29 000027 000	E CHERRY ST	C	1	45,530	18,212	18,212
7879-40-9308	S29 000021 000	E VINE ST	C	1	113,840	45,536	45,536
7879-41-0004	S18 000062 000	33 W MAIN ST	C	1	71,417	28,567	28,567
7879-41-0083	S18 000045 000	27 W MAIN ST	C	1	133,458	53,383	53,383
7879-41-0407	S18 000058 000	SEARS BLDG/COLEMAN	C	1	277,030	110,812	110,812
7879-41-0605	S18 000057 000	23 N WALNUT	R	1	37,100	14,840	14,840
7879-41-1023	S18 000044 000	25 W MAIN	C	1	35,317	14,127	14,127
7879-41-1042	S18 000043 000	23 W MAIN	C	1	26,583	10,633	10,633
7879-41-1072	S18 000042 000	19-20 W MAIN ST	C	1	73,708	29,483	29,483
7879-41-1111	S18 000046 000	12 & PT 9 /STORE	E	1	26,370	10,548	0
7879-41-1141	S18 000046 001		R	1	1,500	600	600
7879-41-2002	S18 000041 000	DRUG STORE/W MAIN ST	C	1	46,975	18,790	18,790
7879-41-2022	S18 000040 000	15 W MAIN ST	C	1	87,255	34,902	34,902
7879-41-2100	S18 000047 001	PARKING LOT/OFF WALNUT STREET	E	1	22,781	9,112	0
7879-41-2431	S18 000007 000	N MAIN/VAC LOT	C	1	73,255	29,302	29,302

Appendices

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EXHIBIT G: LOCATIONAL GUIDANCE/ZONE IMPLEMENTATION TABLE



Locational / Zone Implementation

EXHIBIT G: LOCATIONAL GUIDANCE/ZONE IMPLEMENTATION TABLE (CONT)

IMPLEMENTATION STRATEGY

Locational / Zone Implementation Table – continued







Zones	Targeted Use/Enhancement	Importance Level	Discussion
 4	Mixed Use (incl. loft housing), Parks and Attractions	Primary, this zone represents the downtown core and is one of the primary redevelopment and infill zones in the master plan	<ul style="list-style-type: none"> Emphasis on catalyst and specialty projects as well as supportive streetscape enhancements (i.e., Vine Street Retail) In terms of timing, this area should be targeted in the initial phases of implementation of the master plan
 5	Residential, Mixed Use, Parks and Commercial	Secondary, this zone represents the transitional redevelopment zone between downtown core and those identified as a primary targeted redevelopment areas for new residential mixed use and commercial projects	<ul style="list-style-type: none"> A transitional zone that is an extension of the downtown core and the adjacent zone to the south Unless opportunities for acquisition, property assemblage or partnership become available, this area be focused upon secondarily in terms of timing or phasing
 6	Residential, Mixed Use and Commercial	Secondary, this area is viewed as a business/commercial zone and redevelopment should be focused on support or uses related to the University	<ul style="list-style-type: none"> Potential areas to be targeted may include the closure or redesign of Brannen Street to support contiguous assemblage of parcels Emphasize reduction of pedestrian/vehicular conflicts Improve connectivity with Memorial Park and enhance amenities
 7	Commercial and Mixed Use	Primary, as an extension of the downtown core, this area is important to the master plan based on existing/planned projects and the potential for redevelopment opportunities	<ul style="list-style-type: none"> This area is deemed primary due to opportunities available and the potential of assemblage of larger development tracts In the short term exhaust redevelopment opportunities in this areas as appropriate
 8	Commercial and Mixed Use (incl. loft housing)	Primary, the frontage along South Main is a critical part of the master plan. The creation of a mixed use, pedestrian-oriented corridor should be the primary focus in this area	<ul style="list-style-type: none"> The frontage on the west side of South Main Street is an important supporting element to University and local traffic enhancements Potential redevelopment should foster pedestrian-scaled neighborhood and community commercial uses Commercial, office, residential utilization is appropriate for this area
 9	Residential	Secondary, deemed a supporting element to the master plan, the improvements in this area should be market driven and a product of activities occurring in areas deemed as primary importance level	<ul style="list-style-type: none"> Assemblage of redevelopment parcels could be challenging in this area The creation of appropriately scaled residential uses is the focus in this zone Implement neighborhood residential revitalization and stabilization programs to improve and maintain housing stock



EXHIBIT H: BUILDING CONDITIONS DOWNTOWN MASTER PLAN

BACKGROUND



Building Conditions

An evaluation of building conditions throughout the DDA District helps to understand the physical quality of the building stock currently available in downtown. Building conditions contribute to the perception of an area, its strengths and weaknesses or investment and disinvestment. The prevalence of substandard factors may lead to the determination and extent of area being blighted and in need of public intervention, assistance and/or redevelopment. Building conditions both positive and negative are an important element in shaping the direction of the master plan. The results depict that overall, the vast numbers of buildings within the DDA District are in adequate physical condition, with either no observable defects or with minor deficiencies that are relatively inexpensive to correct, typically requiring only regular ongoing maintenance and minor repairs.

There are a number of structures which have been classified into three substandard building condition categories within the DDA District. These classifications include structures which are substandard, deteriorated or dilapidated. These properties have been neglected for a period of time and are now in need of repair and in some cases demolition. Regarding dilapidated structures—negligence, absentee ownership and a lack of investment and maintenance over time—have contributed to their disrepair.

Adequate – No observable exterior defects, adequately maintained and require regular ongoing maintenance.

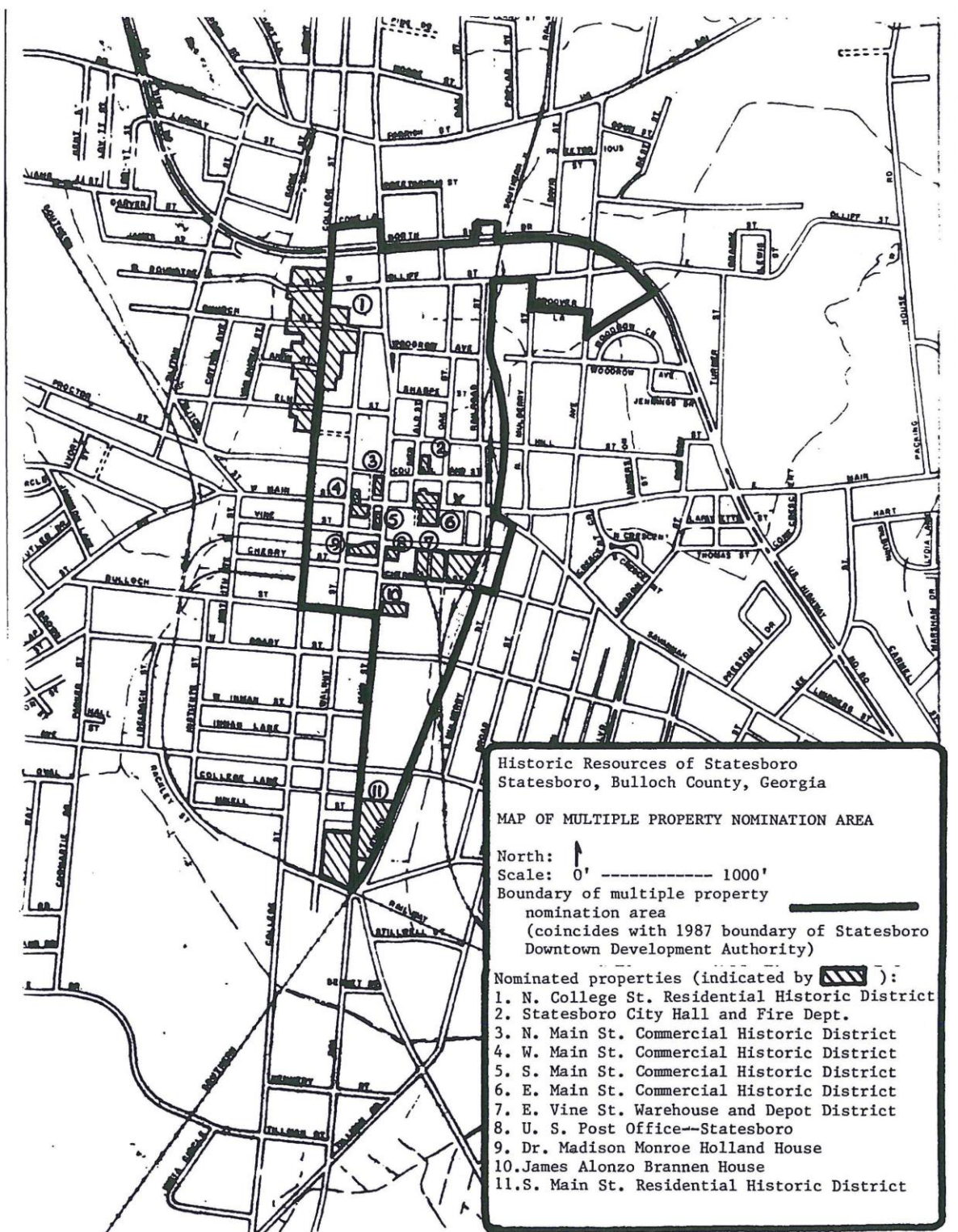
Substandard – Buildings are generally sound but contain defects which often can be corrected through the course of normal maintenance. Minor defects have limited effects on the structure or architectural systems.

Deteriorated – Buildings or structures that require major repairs, such as but not limited to, a new roof, significant replacement of siding materials or replacement of the foundation. In most cases, a deteriorated structure requires significant monetary investment to make it habitable and compliant with building code regulations.

Dilapidated – Buildings or structures that are an obvious health and safety hazard. In most cases, the cost of repairing the structure is equal to or greater than replacement. Unless there is significant historic value, demolition of these structures should be considered.



EXHIBIT I: HISTORIC RESOURCES OF STATESBORO MAP





AGSOUTH FARM CREDIT

*ANALYSIS OF COST TO REPLACE / REPAIR IN LIKE MATERIAL
11/1/16*

BUILDING #1: 6,390 Square Feet ~ 250 Lineal Feet of Exterior Brick Walls

Existing Condition:

Existing roof will require complete replacement. The existing roof structure is acceptable in some areas but will require some new framing and decking. The existing brick walls are in satisfactory condition but will require tuck-pointing and grouting as well as structural ties to the framework. All doors and windows will require removal and replacement.

Proposed Work:

Provide new roof structure and decking where required. Patch existing as possible. Provide grout in masonry walls at determined areas. Use structural ties to stabilize masonry walls. Provide standing seam metal roof with 3 ½" ISO recovery board.

• Brick Work including ties (existing value \$143,640)	\$ 21,560.00
• Structural Framing	\$ 25,560.00
• Doors / Windows	\$ 41,000.00
• Standing Seam Roof w/ 3 ½" ISO Recovery Board (R-20)	<u>\$ 76,680.00</u>
Total Estimated Cost:	\$164,800.00

P.O. Box 1654 • 300 Pulaski Highway
Statesboro, GA 30459
Telephone 912-489-4677
Fax 912-764-4226

41 Park of Commerce Way • Suite 103
Savannah, GA 31406
Fax 912-712-3646

Updated: 11/2/2016

EXHIBIT J: ANALYSIS OF COST TO REPLACE (SUBMITTED BY APPLICANT 11/2/2016)

AgSouth Farm Credit

Analysis of Cost to Replace / Repairs with Like Material

	A	B	C	C / (C+A) Ratio
Building #1	Structural Element ~ Present ~		Structural Element ~ Missing / To Be Replaced ~	
Brick Work: including structural ties	\$129,640.00		\$ 21,560.00	14.26%
<i>126,000 Brick x \$1200/1000 = \$151,200</i>				
<i>Usable: \$129,640</i>				
<i>\$7,560 + \$14,000 (ties) = \$21,560</i>				
Structural Framing	\$102,210.00		\$ 25,560.00	20.00%
<i>6,390 sq. ft x \$20 = \$127,800</i>				
<i>Usable: \$102,210</i>				
<i>Unusable: \$25,560</i>				
Standing Seam Roof	\$0.00		\$ 76,680.00	100.00%
<i>6,390 sq ft x \$12= \$76,680</i>				
Doors / Windows	\$0.00		\$ 41,000.00	100.00%
<i>Complete Replacement</i>				
Total:	\$231,850.00	Total:	\$ 164,800.00	41.55%



AGSOUTH FARM CREDIT

ANALYSIS OF COST TO REPLACE / REPAIR IN LIKE MATERIAL
11/1/16

BUILDING #2: 11,195 Square Feet ~ 486 Lineal Feet of Exterior Walls

Existing Condition:

Existing roof will require replacement. Existing wood trusses / wood columns will need to be removed and replaced.

Existing wood floor system will need to be removed and replaced. A new foundation system will need to be designed and installed for the new structure as well as the existing wall tie-in. Some exterior brick work will be required.

Proposed Work:

Engage a structural engineer to address new structural foundation for existing brick walls and structural columns. Provide Hilti ties for brick walls to new structure. Tuck-point, patch, re-grout existing brick walls (assume 8%). Remove existing wood framing and roofing. Install new timber truss system, 2 x wood decking and standing seam roof. Remove and replace wood floor system.

• Brick Work including ties (existing value \$294,000)	\$ 49,520.00
• Foundation	\$ 72,985.00
• Wood Floor System	\$100,755.00
• Timber Framing / Trusses / Decking	\$223,900.00
• Standing Seam Roof w/ 3 ½" ISO Recovery Board (R-20)	<u>\$134,340.00</u>
Total Estimated Cost:	\$581,500.00*

*Note: We have not addressed the loading dock replacement.

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Updated: 11/2/2016

EXHIBIT J: ANALYSIS OF COST TO REPLACE (SUBMITTED BY APPLICANT 11/2/2016)

AgSouth Farm Credit

Analysis of Cost to Replace / Repairs with Like Material

	A	B	C	C / (C+A) Ratio
Building #2	Structural Element ~ Present ~		Structural Element ~ Missing / To Be Replaced ~	
Brick Work: including structural ties	\$270,480.00		\$ 49,520.00	15.48%
<i>245,000 Brick x \$1200/1000 = \$294,000</i>				
<i>\$294,000 x 92% unusable = \$270,480</i>				
<i>\$23,520 unusable + \$26,000 ties</i>				
Foundation	\$0.00		\$ 72,985.00	100.00%
<i>11,195 sq ft. x \$5 = \$55,975</i>				
<i>486 lineal ft x \$35 = \$17,010</i>				
Wood Floor System	\$0.00		\$ 100,755.00	100.00%
<i>Heavy Timber with 2x floor decking</i>				
<i>11,195 sq ft x \$9 = \$100,755</i>				
Timber Framing / Trusses /Decking	\$0.00		\$ 223,900.00	100.00%
<i>Heavy Timber with 2x roof decking</i>				
<i>11,195 sq ft x \$20 = \$223,900</i>				
Standing Seam Roof	\$0.00		\$ 134,340.00	100.00%
<i>11,195 sq ft x \$12 = \$134,340</i>				
Total:	\$270,480.00	Total:	\$ 581,500.00	68.25%



AGSOUTH FARM CREDIT

ANALYSIS OF COST TO REPLACE / REPAIR IN LIKE MATERIAL
11/1/16

BUILDING #3: 15,360 Square Feet ~ 546 Lineal Feet of Exterior Walls

Existing Condition:

Existing roof will require replacement. Existing wood trusses, columns, structural steel members will need to be removed and replaced. Saw cut existing concrete floor and install new foundation. Existing exterior brick walls and brick dividing wall will require repair, tuck-point and grouting.

Proposed Work:

Engage a structural engineer to address new structural foundation for existing brick walls and structural columns. Provide Hilti ties for brick walls to new structure. Tuck-point, patch, re-grout existing brick walls (assume 20%). Remove existing wood and steel framing and roofing. Install new timber truss system, 2 x wood decking and standing seam roof.

• Brick Work including ties (existing value \$330,000)	\$ 96,000.00
• Foundation / Floor Work	\$155,000.00
• Timber Framing / Trusses / Decking	\$307,200.00
• Standing Seam Roof w/ 3 ½" ISO Recovery Board (R-20)	<u>\$184,320.00</u>
Total Estimated Cost:	\$742,520.00*

**Note: We have not addressed the loading dock replacement.*

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Updated: 11/2/2016

EXHIBIT J: ANALYSIS OF COST TO REPLACE (SUBMITTED BY APPLICANT 11/2/2016)

AgSouth Farm Credit

Analysis of Cost to Replace / Repairs with Like Material

	A	B	C	C / (C+A) Ratio
Building #3	Structural Element ~ Present ~		Structural Element ~ Missing / To Be Replaced ~	
Brick Work: including structural ties	\$264,000.00		\$ 96,000.00	26.67%
<i>275,000 Brick x \$1200/1000 = \$330,000</i>				
<i>\$330,000 x 80% unusable = \$264,000</i>				
<i>\$66,000 unusable + \$30,000 ties</i>				
Foundation / Floor Work	\$0.00		\$ 155,000.00	100.00%
<i>546 lineal ft x \$35 = \$19,110</i>				
<i>Demo Concrete. Install Piers - \$135,890</i>				
<i>15,360 sq ft. x \$8.50 = \$130,560</i>				
Timber Framing / Trusses /Decking	\$0.00		\$ 307,200.00	100.00%
<i>Heavy Timber with 2x roof decking</i>				
<i>15,360 sq ft. x \$20 = \$307,200</i>				
Standing Seam Roof	\$0.00		\$ 184,320.00	100.00%
<i>15,360 sq ft x \$12= \$184,320</i>				
Total:	\$264,000.00	Total:	\$ 742,520.00	73.77%

RESOLUTION 2016-41:

A RESOLUTION TO CLOSE UNNAMED ALLEY BETWEEN VINE AND CHEERY STREETS

THAT WHEREAS, O.C.G.A. § 36-34-3 vests the Mayor and City Council of Statesboro authority to close public streets and alleys when it finds that a closure of a public street or alley to be in the interest of the public at large;

WHEREAS, The Unnamed Alley that is the subject of this resolution is identified as "Existing Alley" on the Attached Exhibit A;

WHEREAS, a Public Hearing on this matter was held on _____2016 before the Mayor and City Council;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. The Mayor of City Council make the following findings of fact based on the evidence presented at the Public Hearing that was held on _____2016. The Unnamed Alley is located on property owned by AgSouth Farm Credit, ACA. AgSouth Farm Credit, ACA owns all of the property that borders the Unnamed Alley. AgSouth Farm Credit, ACA's plan to construct and consolidate its corporate headquarters in downtown Statesboro will add additional jobs and provide additional tax revenue to the City of Statesboro. AgSouth Farm Credit, ACA's plan will add additional green space and potential event space in downtown Statesboro.

Section 2. Any closure of Unnamed Alley is expressly conditioned on AgSouth Farm Credit, ACA simultaneously providing a deed and easement in a form reasonably approved by the City of Statesboro to a new relocated alley meeting City of Statesboro specifications (30 ft. wide easement; 10 ft. wide lanes, 4 inch GAB, 1.5 inch asphalt) located on the property identified as "Proposed Alley - Option A" or "Proposed Alley - Option B" on Exhibit A. The Unnamed Alley will remain open until such transfer of the new alley to the City of Statesboro. The Mayor of City Council find that such replacement alley will have benefit in extending the potential need to resurface the existing alley into the future while providing equivalent functionality.

Section 3. Based on the above finding of fact the Mayor and City Council finds that the Unnamed Alley identified in Exhibit A is for the benefit of the public at large, and hereby authorize the Mayor to execute any documents necessary to convey the City's remaining interests in the property to the adjoining landowner in accordance with O.C.G.A. § 32-7-4 upon completion of the conditions set in Section 2 above.

Section 4. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this ___st day of ____, 2016

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

Ordinance #2016-12
An Ordinance Amending Chapter 42 of the Statesboro Code of Ordinances
(FIRE PROTECTION AND PREVENTION)

WHEREAS, Section 3-6 of Article III of the Charter of the City of Statesboro grants the Mayor and City Council authority to establish departments, and agencies of the city as necessary for the proper administration of the affairs and government of the city as well as prescribe the functions or duties of departments, and agencies of the city as necessary for the proper administration of the affairs and government of the city.

WHEREAS, Section 4-5 of Article IV of the Charter of the City of Statesboro grants the Mayor and City Council authority to fix and establish fire limits and from time to time to extend, enlarge, or restrict same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to fire fighting; and to prescribe penalties and punishment for violation thereof;

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 42 (FIRE PROTECTION AND PREVENTION) of the Code of Ordinances, City of Statesboro, Georgia;

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:

Chapter 42 (FIRE PROTECTION AND PREVENTION) to the Code of Ordinances of the City of Statesboro is hereby amended in its entirety and shall read as follows:

Sec. 42-1 Fire Department Created

Sec. 42-2. Authority at Fires and Other Emergencies

Sec. 42-3. Fire codes adopted.

Sec. 42-4. - False fire alarms.

Sec. 42-5. - Parking in Fire lanes; Authority to prevent blocking of private ways and alleys.

Sec. 42-6. - Fees.

Sec. 42-7. - Construction Plans Approval.

Sec. 42-8. - Permits.

Sec. 42-9. - Hazardous materials response cost recovery.

Sec. 42-10. – Posting of Address

Sec. 42-11. – Emergency Services Repository Unit and Secured Access

Sec. 42-12. Fireworks

Sec. 42-13. Open Air Burning

Charter reference— Power of Mayor and Council to fix fire limits and to prescribe and enforce fire-safety regulations, § 4-5; Power of Mayor and Council to establish administrative and service departments, § 3-6

Sec. 42-1. Fire Department Created

There is created a Fire Department for the City of Statesboro. The Fire Department shall be composed of a Fire Chief and any officers or employees as deemed necessary. The Fire Chief shall be the Department Head of the Fire Department. Subject to the direction of the City Manager, the supervision and control of the department is vested in the Statesboro Fire Chief. The Fire Department may provide any and all services as allowed by this ordinance and by state law, and shall have all authority provided in this ordinance as well as all authority provided by the general laws of the State of Georgia.

Sec. 42-2. Authority at Fires and Other Emergencies

(1) The Fire Chief, or designated officer of the Fire Department in charge at the scene of a fire or other emergency involving the protection of life or property or any part thereof, shall have the authority to direct such operation as necessary to extinguish or control any fire, perform any rescue operation, investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions or situations, or take any other action necessary in the reasonable performance of duty.

(2) In the exercise of such power, the Fire Chief or designee is authorized to prohibit any person, vehicle, vessel or thing from approaching the scene and is authorized to remove, or cause to be removed or kept away from the scene, any vehicle, vessel or thing which could impede or interfere with the operations of the Fire Department and, in the judgment of the Fire Chief or designee, any person not actually and usefully employed in the extinguishing of such fire or in the preservation of property in the vicinity thereof.

Sec. 42-3. Fire codes adopted.

(a) There is hereby adopted the following fire codes which are incorporated herein by reference as if fully written out in this section:

- (1) Pursuant to O.C.G.A. Section 25-2-1 et seq., and as may hereafter be amended, there is hereby adopted the state fire safety rules now and as may hereafter be promulgated by the Georgia Safety Fire Commissioner as set forth in Chapter 120-3-3 of Rules and Regulations of the State of Georgia State Fire Commissioner.
- (2) Pursuant to O.C.G.A. Section 8-2-20 and Section 8-2-25 and as may hereafter be amended, there is hereby adopted the International Fire Code (I.F.C.), including Chapter 1, Administration, as amended. As allowed in O.C.G.A. Section 8-2-25, the provisions of the International Fire Code are modified and amended in paragraphs (b) through (e) and Section 42-7 below.
- (3) O.C.G.A. Section 8-2-200 et seq., and as may hereafter be amended, is adopted by reference as if fully set forth herein.
- (4) Copies of the codes adopted in Paragraph (a) shall remain on file at the headquarters building of the Statesboro Fire Department.
- (5) All adopted Fire Codes shall be known as "Fire Codes." In the event the Fire Code Official determines that the provisions of the state fire safety rules and the provisions of the International Fire Code adopted hereinabove conflict, then the most restrictive provision as determined by the Fire Code Official shall govern.
- (6) Authority and Scope. The City of Statesboro is responsible for the application and enforcement of the Georgia State Minimum Fire Codes for any building, occupancy, premises or systems located in the City of Statesboro, as set forth in title 25-2-12(b), and in all jurisdictions with

whom the City of Statesboro has a valid intergovernmental agreement for the provision of fire protection services. The provisions of this chapter shall apply equally to both public and private property, and to all structures and their occupants, except as otherwise specified herein or by other applicable law. Employees of the Statesboro Fire Department are authorized to enforce all applicable state laws, regulations, and all applicable provisions of this Chapter within the corporate limits of the City of Statesboro, Georgia and in all jurisdictions with whom the City of Statesboro has a valid intergovernmental agreement for the provision of fire protection services.

- (7) Establishment of the Fire Prevention Division. The Fire Chief may establish a fire prevention division which shall be responsible for application and enforcement of all matters involving this Chapter and the fire codes therein adopted. If such a division is created the Fire Code Official, as described in 42-3(e)(1) shall head this division, and may have subordinate fire officials within the department. The Fire Chief shall have the authority to establish the titles and responsibilities of those employed in this division. For example, the Fire Chief could designate that the Fire Code Official's title as Fire Marshal, and his fire official subordinates as Fire Prevention Officers.
- (b) Appeals of Administrative Decisions to the Fire Chief. Whenever the Fire Code Official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the Chapter do not apply, or that the true intent and meaning of the fire codes have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the Fire Code Official to the Fire Chief, or his designee within five days of the Fire Code Official's decision. The Fire Chief shall respond in writing within ten days unless the Fire Chief finds that due diligence requires a greater amount of time to render a decision. If more time is needed by the Fire Chief to render a decision, the reasons and the amount of time needed will be provided to the appellant in writing within ten days of the filing of the appeal. The decision of the Fire Chief is final and may be appealed to the Superior Court by a petition for a writ of certiorari. .
- (c) Violations.
 - (1) Unlawful acts. It shall be unlawful for a person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize a building, occupancy, premises or system regulated by this Chapter, or cause same to be done, in conflict with or in violation of any of the provisions of this Chapter which includes the fire codes identified in Section 42-2-3.
 - (2) Notice of violation. When the fire code official finds building, occupancy, premises or system that is in violation of this Chapter which includes the fire codes identified in Section 42-2-3, the fire code official is authorized, but not required, to prepare a written notice of violation describing the conditions deemed unsafe and, when compliance is not immediate, specifying a time for reinspection.
 - (3) Service. A notice of violation issued pursuant to this Chapter shall be served upon the owner, operator, occupant, or other person responsible for the condition or violation, either by personal service, mail, or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned locations, a copy of such notice of violation shall be posted on the premises in a conspicuous place at or near the entrance to such premises and the notice of violation shall be mailed by certified mail with return receipt requested or a certificate of mailing to the last known address of the owner, occupant or both.
 - (4) Compliance with orders and notices. A notice of violation issued or served as provided by this Chapter shall be complied with by the owner, operator, occupant or other person responsible for the condition or violation to which the notice of violation pertains.
 - (5) Prosecution of violations. If the notice of violation is not complied with promptly, the fire code official is authorized to request the legal counsel of the jurisdiction to institute the appropriate legal proceedings at law or in equity to restrain, correct or abate such violation or to require removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Chapter or of the order or direction made pursuant hereto. The fire code official shall also have authority to issue citations for violations of the Code of Ordinances of the City of Statesboro, and issue summons to appear in the Municipal Court of Statesboro.

- (6) Unauthorized tampering. Signs, tags or seals posted or affixed by the fire code official shall not be mutilated, destroyed or tampered with or removed without authorization from the fire code official.
- (7) Violation penalties. Persons who shall violate any provision of this Chapter or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an offense punishable upon convictions in the Municipal Court of Statesboro as provided in Section 5-3 of the Charter of City of Statesboro. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- (8) Abatement of violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.
- (9) Stop Work Order.
 - a. Order. Whenever the fire code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the fire code official is authorized to issue a stop work order.
 - b. Issuance. A stop work order shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.
 - c. Emergencies. Where an emergency exists, the fire code official shall not be required to give a written notice prior to stopping the work.
 - d. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an offense.
- (d) Unsafe Buildings.
 - (1) General. If during the inspection of a premises, a building or structure or any building system, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, the fire code official may issue such notice or orders to remove or remedy the conditions as may be deemed necessary in accordance with this section and may refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required.
 - (2) Unsafe conditions. Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance may be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry as required by Section 311 of the I.F.C. may be deemed unsafe.
 - (3) Structural hazards. When an apparent structural hazard is caused by the faulty installation, operation or malfunction of any of the items or devices governed by this code, the fire code official may immediately notify the building code official in accordance with this section.
 - (4) Evacuation. The fire code official or the fire department official in charge of an incident shall be authorized to order the immediate evacuation of any occupied building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or re-enter until authorized to do so by the fire code official or the fire department official in charge of the incident.

- (5) Summary abatement. Where conditions exist that are deemed hazardous to life and property, the fire code official or fire department official in charge of the incident is authorized to abate summarily such hazardous conditions that are in violation of this code.
 - (6) Abatement. The owner, operator, or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.
- (e) Enforcement.
- (1) Fire Code Official. The fire code official is authorized to render interpretations of fire codes and to make and enforce rules and supplemental regulations in order to carry out the application and intent of the provisions of said fire codes. These rules and supplemental regulations adopted by the Fire Code Official shall be kept on file with the Fire Chief for review by the public during the regular business hours at the Headquarters Building of the Statesboro Fire Department. Violation of any rule or supplemental regulation adopted by the Fire Code Official to carry out the application and intent of the provisions of said fire codes shall constitute a violation of this Chapter
 - (2) Enforcement Assistance. Police and other enforcement agencies shall have the authority to render necessary assistance in the enforcement of fire codes when requested to do so by the fire code official.
 - (3) Interference with Enforcement. Persons shall not interfere or cause conditions that would interfere with the fire code official carrying out any duties or functions prescribed in the fire codes.
 - (4) Fire Watch. The fire code official shall have the authority to require standby fire personnel or an approved fire watch when potentially hazardous conditions or a reduction in a life safety feature exists due to the type of performance, display, exhibit, occupancy, contest or activity, an impairment to a fire protection feature, or the number of persons present.
 - (5) Fire Watch Employment. The owner, agent, or leesees shall employ one or more qualified persons, as required and approved, to be on duty. Such standby personnel or fire watch personnel shall be subject to the fire code officials orders at all times and shall be identifiable and remain on duty during times such places are open to the public, when such activity is being conducted, or as required by the fire code official.

Sec. 42-4. - False fire alarms.

(a) No person shall open or break into any fire alarm box for the purpose of, or with the intention of, turning in a false alarm of fire.

(b) If the Fire Department determines that the fire alarm activation is the result of a fire alarm malfunction, the owner may be served within five (5) days a "Fire Alarm Activation Report" indicating that the activation was deemed to be the result of a fire alarm malfunction. The owner receiving said report shall be required to return a completed "Affidavit of Service/Repair" within thirty (30) days of said alarm activation which shall verify, to the satisfaction of the Statesboro Fire Department, that the fire alarm system in question has actually been examined by a qualified fire alarm technician and that a bona fide attempt has been made to identify the cause of the fire alarm malfunction and corrective action taken.

(c) Failure to return an "Affidavit of Service/Repair" within said thirty (30) day period, and which is satisfactory to the Statesboro Fire Department, may result in assessment against the owner of a nuisance fire alarm fee established pursuant Section 42-2-X above for failure to take corrective action. For each and every further response to a fire alarm activation that is the result of a fire alarm malfunction where the owner has failed to return an "Affidavit of Service/Repair" within said thirty (30) day period, an additional nuisance fire alarm established pursuant Section 42-2-X above for failure to take corrective action may be assessed against the owner.

Sec. 42-5. - Parking in Firelanes; Authority to prevent blocking of private ways and alleys.

- (a) Prohibition. It is prohibited for any person to stop, stand or park any motor vehicle in, or otherwise obstruct, any fire lane as described in this section.
- (b) Penalty. Unless otherwise provided for in the Schedule of Fines and Fees, the fine for any offense under this section shall be not less \$100.00.
- (c) Definitions. The following words, terms and phrases, when used in this paragraph, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Fire lane means an area designated by the fire official which provides access to fire department connections and fire hydrants and provides access for fire department vehicles to buildings. This includes all alleys, including private alleys, private ways or driveways, where parking of motor vehicles or other obstructions can interfere with ingress or egress of fire department vehicles and equipment.

Fire official means a fire officer or other designated authority or the fire officer's or authority's duly authorized representative charged with the administration and enforcement of the fire prevention code adopted in this chapter.

Master plat means an original plat drawn in accordance with this section.

Plat means a map created by the property owner and approved by the fire official which depicts the location and boundaries of land and all existing fire lanes in accordance with this section. Maps shall be drawn to scale.

Property owner means each person possessing any estate or leasehold right in the property being designated as a fire lane.

- (d) Authority. The fire chief or the chief's duly authorized fire official may properly designate fire lanes and prevent the blocking of any private alley, private way or driveway by the parking of automobiles or otherwise within the City of Statesboro and in all jurisdictions with whom the City of Statesboro has a valid intergovernmental agreement for the provision of fire protection services..
- (e) Posting of signs. The property owner is required to post signs meeting the following criteria in areas designated as fire lanes:
 - (1) Signs shall read: "No Parking—Fire Lane."
 - (2) Signs must meet design specifications furnished by the fire department.
 - (3) Signs shall be located no more than four feet from the edge of the curb, with one sign located at the beginning of the fire lane, one at the end of the fire lane, with additional signs spaced at such intervals along the fire lane that at least one sign is visible from any point along the fire lane from both directions of travel.
- (f) Painting of curbs. The fire chief or the chief's duly authorized fire official may order curbs adjacent to a fire lane to be painted red or another distinctive color.
- (g) Parking in fire lane. No person shall park, stand or stop any motor vehicle or place any other property in a fire lane; however, this section shall not apply to the parking of an authorized emergency vehicle.
- (h) Obstructing posted, private alley or driveway. Any person who shall park any vehicle of any character or place any other property in any private alley, private way or driveway which has been posted in accordance with this section or, any person owning or occupying property abutting the private alley, private way or driveway who shall cause or permit the placing of anything therein which would impede or block the passage of fire trucks and equipment shall be guilty of an offense.
- (i) Plats. Property which falls within City of Statesboro upon which fire lanes have been designated shall have all fire lane delineations visually depicted on a plat. These plats shall be designed by the property owner and submitted to the department of fire when notified to do so by a fire official. Each plat shall identify all building exterior walls, traffic and parking lanes and sidewalks. The areas to be designated as fire lanes shall be delineated in red ink. The plat shall state a scale of measurement and shall be on paper or series of pages of 8½ inches by 11 inches. The plat shall specify the name

of the property, the location of the property, a brief legal description of the property and the length and width of the fire lanes, as approved by the fire official with whom all master plats shall be filed.

- (j) Enforcement officials. Fire officials, police officers, code enforcement officers or other duly authorized law enforcement officials shall have the authority for enforcement of fire lanes. Fire officials, police officers, code enforcement officers, or other duly authorized officials may cause to be removed to the nearest authorized place of impound or other place of safety any unattended vehicle or other property left standing in violation of this section. If a vehicle is towed by the City of Statesboro subject to this section, the City shall be authorized to use a call list established by the Statesboro Police Department of designated towing agencies to arrange for towing. If no City of Statesboro equipment is available at the time of need for towing. The vehicle owner shall be charged for the towing and a daily impoundment storage fee at the same rate as provided for in section 6-15-6 (Fees for Standard Duty Wrecker Service on Police Nonconsensual Call Lists) for both towing by City of Statesboro towing agencies.
- (k) Notice of violation. Notwithstanding any other provisions of this Code, violations of this section may be enforced like all other ordinance violation by a notice of ordinance violation or citation and summons issued by any fire official, police officer, or code enforcement officer as provided below:
 - (2) A notice of ordinance violation may be served by delivery into the hands of the suspected violator or by leaving the notice of ordinance violation at the suspected violator's residence with a person of suitable age and discretion residing therein, or by leaving the notice of ordinance violation at the suspected violator's place of business if the violation occurs at the business location, with a person of suitable age and discretion employed therein.
 - (3) Alternative to the provisions of subsection (2) above, a notice of ordinance violation may be served by substituted service as follows:
 - a. The notice of ordinance violation may be placed on the front windshield of the illegally-parked vehicle in a fashion reasonably calculated to secure the notice of ordinance violation in place. Notices served according to this subsection shall be conspicuously marked and placed in a waterproof packet.
 - b. The notice of ordinance violation may be served by securely attaching the notice of ordinance violation to the front door of the primary residential or business structure on the property served by the fire lane or to any other door to said structure reasonably appearing to provide the primary point of egress to said residence or business. A notice of ordinance violation served according to this subsection shall be posted on the upper part of the door, shall be conspicuously marked and shall be placed in a waterproof packet.
 - (4) Violators may respond to a notice of ordinance violation either by signing the notice and returning the notice along with payment of the fine indicated thereon to the Municipal Court of City of Statesboro by the date indicated on the notice or by appearing in the Municipal Court to plead not guilty to the charged violation at the date and time provided on the notice. No proceedings for contempt or arrest shall be initiated for failure to appear on the return date on the notice.
 - (5) Violators who fail to respond to a notice of ordinance violation as provided for in subsection (4) above may thereafter be served personally with an ordinance violation citation or accusation, and criminally prosecuted as provided for other ordinance violations
- (l) Section not exclusive. The infliction of a penalty under the provisions of this section shall not prevent the revocation of any permit or license or the taking of other punitive or remedial action where called for or permitted under the provisions of the Charter of the City of Statesboro.

Sec. 42-6. - Fees.

The fees for any license, permit, or certificate listed in this Chapter or for any other service provided by the Statesboro Fire Department shall initially be set by resolution, and then from time to time amended by

Mayor and City Council by incorporating and amending the Schedule of Fines and Fees adopted by the Mayor and City Council.

Sec. 42-7. - Construction Plans Approval.

- (a) It shall be unlawful to construct, erect, or alter any building, occupancy, premises or system regulated by this Chapter, which includes the fire codes identified in Section 42-2-3, or cause same to be done without construction documents approval by the fire chief or his designee for fire department accessibility, fire hydrant requirements, Life Safety Code requirements for assembly occupancies, and flammable and combustible liquid tank installations. Construction documents shall be in accordance with the requirements below:
 - (1) Submittals. Construction documents shall be submitted in one or more sets and in such form and detail as required by the fire code official. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.
 - (2) Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documents are allowed to be submitted when approved by the fire code official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the fire code official.
 - (3) Applicant responsibility. It shall be the responsibility of the applicant to ensure that the construction documents include all of the fire protection requirements and that the shop drawings are complete and in compliance with the applicable codes and standards.
 - (4) Technical assistance. The fire code official shall be permitted to require a review by an independent third party with expertise in the matter to be reviewed at the submitter's expense. The independent reviewer shall provide an evaluation and recommend necessary changes of the proposed design, operation, process, or new technology to the fire code official.
 - (5) Engineering. The fire code official shall be authorized to require design submittals or plans to bear the stamp of a professional engineer.
- (b) Plan Compliance. The fire code official shall make the final determination as to whether the provisions of the fire codes have been met.
- (c) Approved documents. Construction documents approved by the fire code official are approved with the intent that such construction documents comply in all respects with the fire codes. Review and approval by the fire code official shall not relieve the applicant of the responsibility of compliance with the fire codes.
- (d) Corrected documents. Where field conditions necessitate any substantial change from the approved construction documents, the fire code official shall have the authority to require the corrected construction documents to be submitted for approval.
- (e) Retention of construction documents. One set of construction documents shall be retained by the fire code official until final approval of the work covered therein. One set of approved construction documents shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.
- (f) Occupancy prohibited before approval. The building or structure shall not be occupied prior to the fire code official issuing a permit or certificate that indicates that applicable provisions of the fire codes have been met.
- (g) Compliance with code. Approval of the construction plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the fire codes or of any other ordinance of the jurisdiction. Permits or approval presuming to give authority to violate or cancel the provisions of

the fire codes or other ordinances of the jurisdiction shall not be valid. Approval based on construction documents and other data shall not prevent the fire code official from requiring the correction of errors in the construction documents and other data. Any addition to or alteration of approved construction documents shall be approved in advance by the fire code official, as evidenced by the issuance of a new or amended permit.

- (h) Inspections. Any application for or acceptance of, any permit or certificate, requested or issued pursuant to fire codes shall constitute agreement and consent by the person making the application or accepting the permit or certificate to allow the fire code official to enter the premises at any reasonable time to conduct inspections. Before a certificate or permit is approved, the fire code official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with the fire codes or any operational constraints required.
- (i) Revocation. The fire code official is authorized to revoke a Certificate of Approval issued under the provisions of the fire codes when it is found by inspection or otherwise that there has been a false statement or misrepresentation as to the material facts in the application or construction documents on which the permit or approval was based including, but not limited to, any one of the following:
 - (1) The certificate is used for a location or establishment other than that for which it was issued.
 - (2) The certificate is used for a condition or activity other than that listed in the permit.
 - (3) Conditions and limitations set forth in the certificate have been violated.
 - (4) There have been any false statements or misrepresentations as to the material fact in the application or plans submitted or to obtain the certificate.
 - (5) The certificate is used by a different person or firm than the name for which it was issued.
 - (6) The holder of the certificate failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of the fire codes within the time provided therein, or to pay assessments for nuisance fire alarms as provided for in the Chapter.
 - (7) The certificate was issued in error or in violation of an ordinance, regulation or the fire codes.

Sec. 42-8. - Permits.

- (a) General. Permits required by this Chapter shall issue in accordance with this section.
- (b) Permits required. Permits required by this chapter shall be obtained from the fire code official. Permit fees shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.
- (c) Kinds of Permits Authorized. The Fire Department shall be authorized to issue the following permits either as part of the construction plan approval process in Section 42-7, or on a case by case basis as needed.
 - (1) Fire Alarm System Permit
 - (2) Fire Pump Permit
 - (3) Hood Exhaust/Hood Suppression Permit
 - (4) Occupant Load Permit
 - (5) Sprinkler System Permit
 - (6) Standpipe System Permit
 - (7) Burn Permits
 - (8) Temporary consumer fireworks retail sales stand permits
 - (9) Any permit identified in the Fire Codes that are within the jurisdiction of the City of Statesboro and the Fire Department to issue.

- (10) Any other permit established by Resolution of the Mayor and City Council after adoption of this ordinance deemed necessary for the administration and enforcement of the fire codes, or to address fire and life safety issues.
- (d) Permits for the same location. When more than one permit is required for the same location, the fire code official is authorized to consolidate such permits into a single permit provided that each provision is listed in the permit.
 - (e) Application. Application for a permit required by this chapter shall be made to the fire code official in such form and detail as prescribed by the fire code official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official.
 - (f) Refusal to issue permit. If the application for a permit describes a use that does not conform to the requirements of this chapter and other pertinent laws and ordinances, the fire code official shall not issue a permit, but shall return the application to the applicant with the refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reasons for refusal.
 - (g) Inspection authorized. Before a permit is approved, the fire code official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with this code or any operational constraints required.
 - (h) Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned six months after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each if there is reasonable cause.
 - (i) Action on application. The fire code official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the fire code official shall reject such application in writing, stating the reasons therefor. If the fire code official is satisfied that the proposed work or operation conforms to the requirements of this chapter and laws and ordinances applicable thereto, the fire code official shall issue a permit therefore as soon as practicable.
 - (j) Conditions of a permit. A permit shall constitute permission to maintain, store or handle materials; or to conduct processes which produce conditions hazardous to life or property; or to install equipment utilized in connection with such activities; or to install or modify any fire protection system or equipment or any other construction, equipment installation or modification in accordance with the provisions of this code where a permit is required by this chapter. Such permission shall not be construed as authority to violate, cancel or set aside any of the provisions of this chapter or other applicable regulations or laws of the jurisdiction.
 - (k) Expiration. A permit shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit. Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee to recommence work, if any, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded one year. Permits are not transferable, and any change in occupancy, operation, tenancy or ownership shall require that a new permit be issued.
 - (l) Extensions. A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit when work is unable to be commenced within the time required by this section for good and satisfactory reasons. The fire code official is authorized to grant, in writing, one or more extensions of the time period of a permit for periods of not more than 90 days each. Such extensions shall be requested by the permit holder in writing and justifiable cause demonstrated.

- (m) Occupancy prohibited before approval. The building or structure shall not be occupied prior to the fire code official issuing a permit that indicates that applicable provisions of this code have been met.
- (n) Conditional permits. Where permits are required and upon the request of a permit applicant, the fire code official is authorized to issue a conditional permit to occupy the premises or portion thereof before the entire work or operations on the premises is completed, provided that such portion or portions will be occupied safely prior to full completion or installation of equipment and operations without endangering life or public welfare. The fire code official shall notify the permit applicant in writing of any limitations or restrictions necessary to keep the permit area safe. The holder of a conditional permit shall proceed only to the point for which approval has been given, at the permit holder's own risk and without assurance that approval for the occupancy or the utilization of the entire premises, equipment or operations will be granted.
- (o) Posting the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.
- (p) Compliance with chapter. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this chapter or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the fire code official from requiring the correction of errors in the construction documents and other data. Any addition to or alteration of approved construction documents shall be approved in advance by the fire code official, as evidenced by the issuance of a new or amended permit.
- (q) Information on the permit. The fire code official shall issue all permits required by this chapter on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.
- (r) Revocation. The fire code official is authorized to revoke a permit issued under the provisions of this chapter when it is found by inspection or otherwise that there has been a false statement or misrepresentation as to the material facts in the application or construction documents on which the permit or approval was based including, but not limited to, any one of the following:
 - (1) The permit is used for a location or establishment other than that for which it was issued.
 - (2) The permit is used for a condition or activity other than that listed in the permit.
 - (3) Conditions and limitations set forth in the permit have been violated.
 - (4) There have been any false statements or misrepresentations as to the material fact in the application for permit or plans submitted or a condition of the permit.
 - (5) The permit is used by a different person or firm than the name for which it was issued.
 - (6) The permittee failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of this code within the time provided therein, or has failed to pay assessments of nuisance fire alarm fees.
 - (7) The permit was issued in error or in violation of an ordinance, regulation or this code.

Sec. 42-9. - Hazardous materials response cost recovery.

- (a) Purpose. The purpose of this section is to establish uniform criteria for recovering costs associated with the emergency response of the Fire Department to hazardous materials incidents.
- (b) Definitions. For the purposes of this section, the following words or phrases shall have the meanings below:

Extra hazardous materials incident means a hazardous materials response that requires more apparatus, personnel, equipment, and/or supplies than was dispatched upon the initial response, and which extends for a period of less than three hours in duration.

Hazardous materials incident means a release or spill of any material considered to be dangerous to the general public or the environment (as defined by the Environmental Protection Agency, Georgia Department of Natural Resources, Georgia Fire Prevention Code).

Major hazardous materials incident means a hazardous materials response that requires more apparatus, personnel, equipment, and/or supplies than was dispatched upon the initial response, and which extends for a period of three hours or more in duration.

Routine hazardous materials incident means a hazardous materials response that requires no more apparatus, personnel, equipment and/or supplies than was dispatched upon the initial response, and which extends for a period of less than three hours in duration.

(c) Policy.

- (1) The City of Statesboro recognizes the need for emergency hazardous materials response within the jurisdictional limits of the City of Statesboro, and in all jurisdictions with whom the City of Statesboro has a valid intergovernmental agreement for the provision of fire protection services. Therefore, no person or agency requiring an emergency hazardous materials response shall be denied those services due to a lack of insurance coverage or the inability to pay for those services.
- (2) The City of Statesboro provides emergency hazardous materials response only, and does not act as a cleanup contractor, and does not provide cleanup or disposal services.
- (3) Any applicable services rendered to a person, entity or agency shall be billed to that person, entity or agency.
- (4) The fire chief, in his sole discretion, may waive reimbursement in instances where only minimal response services were required.
- (5) Other emergency response agencies assisting the Fire Department may submit their list of expenses to Fire Department for inclusion in the bill submitted to the responsible person, entity or agency. Neither City of Statesboro, nor its fire department, shall accept any liability for payment of such costs incurred by other emergency response agencies.

(d) Procedure for billing services.

- (1) A detailed listing of hazardous materials response services provided to persons, entities and/or agencies will be compiled by the Fire Department. This information shall be forwarded to the Finance Department, which shall be responsible for the billing. This information shall include:
 - a. Name and address of the owner, lessee, occupant and/or responsible party(s);
 - b. Date, time and location of incident;
 - c. Fire incident report number;
 - d. Description of services rendered;
 - e. Itemized list of costs.
- (2) The applicable charges for services shall be determined by reference to the following:
 - a. Response to a routine hazardous materials incident: A routine hazardous materials response shall have standardized recovery costs. Recovery cost charges shall begin upon arrival of the first responding fire department unit(s), and shall include, but not limited to:
 1. Loss, consumption, repair, and decontamination of equipment, vehicles, instruments, clothing, supplies and other items, at actual cost;
 2. Miscellaneous expenses, at actual cost;

3. A charge for billing and processing of two percent of total costs.
 - b. Response to an extra hazardous materials incident: An extra hazardous materials response shall have standardized recovery costs. Recovery cost charges shall begin upon arrival of the first responding fire department unit(s), and shall include, but not limited to:
 1. Hazardous materials responders, at actual hourly rate per hour, per person for on-duty response and actual over-time rates per hour for off-duty response;
 2. Cost for loss, consumption, repair, and decontamination of equipment, vehicles, instruments, clothing, supplies and other items, at actual cost;
 3. Subsistence supplies, at actual cost;
 4. Miscellaneous expenses, at actual cost;
 5. A charge for billing and processing of two percent of total costs.
 - c. Response to a major hazardous materials incident: A major hazardous materials response shall have standardized recovery costs. Recovery cost charges for items 1. through 6. below shall begin upon arrival of the first responding fire department unit, and shall include, but not limited to:
 1. Hazardous materials responders, at actual hourly rate per hour, per person for on-duty response and actual over-time rates per hour for off-duty response;
 2. Hazardous materials command staff, at actual hourly rate per hour, per person for on-duty response and actual over-time rates per hour for off-duty response;
 3. Cost for loss, consumption, repair and decontamination of equipment, vehicles, instruments, clothing, supplies and other items, at actual replacement cost;
 4. Subsistence supplies, at actual cost;
 5. Miscellaneous expenses, at actual cost;
 6. A charge for billing and processing of 2 percent of total costs.

Additional recovery cost charges shall begin after the third hour of on-scene operation (continuous operation is not required) and shall include, but not limited to:

 7. Each fire engine, ladder truck, rescue unit, hazardous materials unit and other equipment and apparatus needed in the response shall be charged based on the Federal Emergency Management Agency Schedule of Equipment Rates for like or similar equipment.
- (3) All funds received from persons, entities or agencies that have been billed for services will be placed in an account designated for personnel costs, decontamination, repair, replacement and purchase of items of both durable and consumable categories for the Hazardous Materials Program of the Department.

Sec. 42-10. – Posting of Address

- (1) The intent and purpose of this section is to establish methods and practices that can be employed by the Statesboro Fire Department to insure that a location can be located from the street by the Statesboro Fire Department when responding to emergency calls.
- (2) All owners and occupants of real property lying within the City of Statesboro shall post the address of such real property owned or occupied by them with the street address assigned to such property by the 911 Communications Center, in such manner that said address is clearly visible and legible from the street on such property fronts.
- (2) In order to carry out the purpose and intent of this section, the Fire Code Official is authorized to make and enforce rules and supplemental regulations establishing specific requirements

regarding the posting of addresses so the address is clearly visible from the street. The rules and supplemental regulations adopted by the Fire Code Official shall be kept on file with the Fire Chief for review by the public during the regular business hours at the Headquarters Building of the Statesboro Fire Department.

- (3) Appeals of Administrative Decisions to the Fire Chief. Whenever the Fire Code Official imposes rules and supplemental regulations establishing specific requirements regarding the method and manner by which addresses must be posted so the address is clearly visible and legible from the street that fronts the property, and when it is claimed that the provisions of the Section do not apply, or that the true intent and meaning of the this Section have been misconstrued, wrongly interpreted, or unreasonably applied the affected party may appeal in writing to the Fire Chief, or his designee within five days of the Fire Code Officials decision. The Fire Chief shall respond in writing within ten days. The decision of the Fire Chief is final and may be appealed to the Superior Court as by a petition for a writ of certiorari.
- (4) Violation of any rule or supplemental regulation adopted by the Fire Code Official to carry out the application and intent of the above provisions shall constitute a violation of this Chapter

Sec. 42-11. – Emergency Services Repository Unit and Secured Access

- (1) The intent and purpose of this section is to establish methods and practices that can be employed by the Statesboro Fire Department to insure prompt and immediate access to any building, structure, or occupancy during an emergency involving the protection of life or property through the use of repository units and security access controls.
- (2) All repository units and security access controls shall be of the Knox manufacture brand, and shall situated in a location proscribed by the Fire Code Official to insure prompt and immediate access to any building, structure, or occupancy during an emergency involving the protection of life or property.
- (3) The Fire Code Official is authorized to make and enforce rules and supplemental regulations establishing specific requirements regarding repository units and security access controls so as to insure prompt and immediate access to any building, structure, or occupancy during an emergency involving the protection of life or property. These rules and supplemental regulations adopted by the Fire Code Official shall be kept on file with the Fire Chief for review by the public during the regular business hours at the Headquarters Building of the Statesboro Fire Department.
- (4) Appeals of Administrative Decisions to the Fire Chief. Whenever the Fire Code Official imposes rules and supplemental regulations establishing specific requirements regarding repository units and security access controls, and when it is claimed that the provisions of the Section do not apply, or that the true intent and meaning of the this Section have been misconstrued, wrongly interpreted, or unreasonably applied the affected party may appeal in writing to the Fire Chief, or his designee within five days of the Fire Code Officials decision. The Fire Chief shall respond in writing within ten days. The decision of the Fire Chief is final and may be appealed to the Superior Court as by a petition for a writ of certiorari.
- (5) Violation of any rule or supplemental regulation adopted by the Fire Code Official to carry out the application and intent of the above provisions shall constitute a violation of this Chapter

Sec. 42-12. FIREWORKS

- (1) The sale, both retail and wholesale, the use, possession, manufacturing, transportation and storage of consumer grade fireworks is governed by Chapter 10 of Title 25 of the Official Code of Georgia.
- (2) In order for consumer fireworks to be sold at a permanent consumer fireworks retail sales facility, a distributor must have a state license issued by the Safety Fire Commissioner.

- (3) In order for consumer fireworks to be sold at a temporary consumer fireworks retail sales stand, a distributor must have a permit issued by Fire Department pursuant to the requirements of Chapter 10 of Title 25 of the Official Code of Georgia.

Sec. 42-13. Open Air Burning

- (1) *Generally.* No person shall cause, suffer, allow or permit open air burning in any area of the City of Statesboro without a burn permit issued by the Statesboro Fire Department except:
- (a) Fires set for the purpose of training firefighting personnel of the city's fire department, or for the purpose of teaching fire safety techniques to industrial fire brigades or civilians who reside or work within the City of Statesboro or its recognized service areas, provided that city fire department personnel are conducting such training;
 - (b) Operation of devices using open flames such as candles, lanterns, tar kettles, blowtorches, welding torches, portable heaters, and other flame-making equipment where approved safety measures are used.
 - (c) Cooking fires, charcoal barbecues and recreational fires lit in chimineas, fire pits, fire bowls and similar free-standing devices that only burn wood, in its natural state, can be burned in these devices. Recreational fires cannot be performed within 25' of any combustible construction or heavy vegetation.
- (2) *Burn Permits.* Applications for Burns Permits shall be made on a form prescribed by the Fire Official. Upon review of the application, the Fire Official shall determine the nature of the proposed open air burning, and whether the proposed open air burning can be conducted in manner so as not pose a threat to life or property. The Fire Official shall have authority to impose conditions on the grant of the burn permit to sufficiently limit threats to life or property as well as insure compliance with the fire codes, and other applicable state law. If the Fire Code Official finds that no conditions can reasonably be imposed on the grant of the burn permit that sufficiently limits threats to life or property as well as insuring compliance with the fire codes and other applicable state law, the Fire Official shall deny the Burn Permit. Violation of the conditions placed on the burn permit shall be a violation of this Chapter.
- (3) *Appeals of Administrative Decisions to the Fire Chief.* Whenever the Fire Official imposes conditions on a burn permit, or denies a permit as provided above, and when it is claimed by the affected party that the provisions of the Section do not apply, or that the conditions imposed are unreasonable, or the denial unjustified the affected party may appeal in writing to the Fire Chief, or his designee within five days of the Fire Code Officials decision. The Fire Chief shall respond in writing within ten days. The decision of the Fire Chief is final and may be appealed to the Superior Court by a petition for a writ of certiorari.

First Reading: November 15, 2016
Second Reading: December 6, 2016

Jan J. Moore, Mayor

Sue Starling, City clerk

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: CITY OF STATESBORO

Address: PO BOX 348 STATESBORO GA 30459

Contact Person and Title: DAVID CAMPBELL, ASSISTANT CITY ENGINEER

Contact Person's Phone Number: 912-764-0655

Contact Person's Fax Number: 912-764-0664

Contact Person's Email: DAVID.CAMPBELL@STATESBOROGA.GOV

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, JAN MOORE (Name), the MAYOR (Title), on behalf of CITY OF STATESBORO (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2017

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

109796 E-Verify Number

(Signature)

Sworn to and subscribed before me,

(Print)

This ___ day of __, 20 __.

Mayor/ Commission Chairperson

In the presence of:

(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This ___ day of __, 20 __.

Terry L Gable Local Grants Administrator

RESOLUTION #2016-40:

A Resolution approving the City of Statesboro Proposed Fiscal Year 2017 Street Resurfacing Program List and further authorizing the Mayor to execute the Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) Application for Fiscal Year 2017.

THAT WHEREAS, the City participates in the GDOT LMIG Program;

WHEREAS, this program provides funding assistance for road improvement projects within the City of Statesboro for the benefit of the citizenry;

WHEREAS, the LMIG program requires that the City present a list of streets for participation annually and that the City execute the Local Government Affidavit and Certification in order to receive funding assistance for the listed streets, with the City providing at least 30% matching funds;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. The City Engineer has prepared a list of roads for funding through the LMIG program to the City Manager. The City Manager has reviewed the list and recommends approval by the City Council.

Section 2. The City Council has reviewed the list prepared by the City Engineer attached to this resolution and has received the recommendation of the City Manager. The City Council authorized the Mayor to execute the Local Government Affidavit and Certification with GDOT.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption.

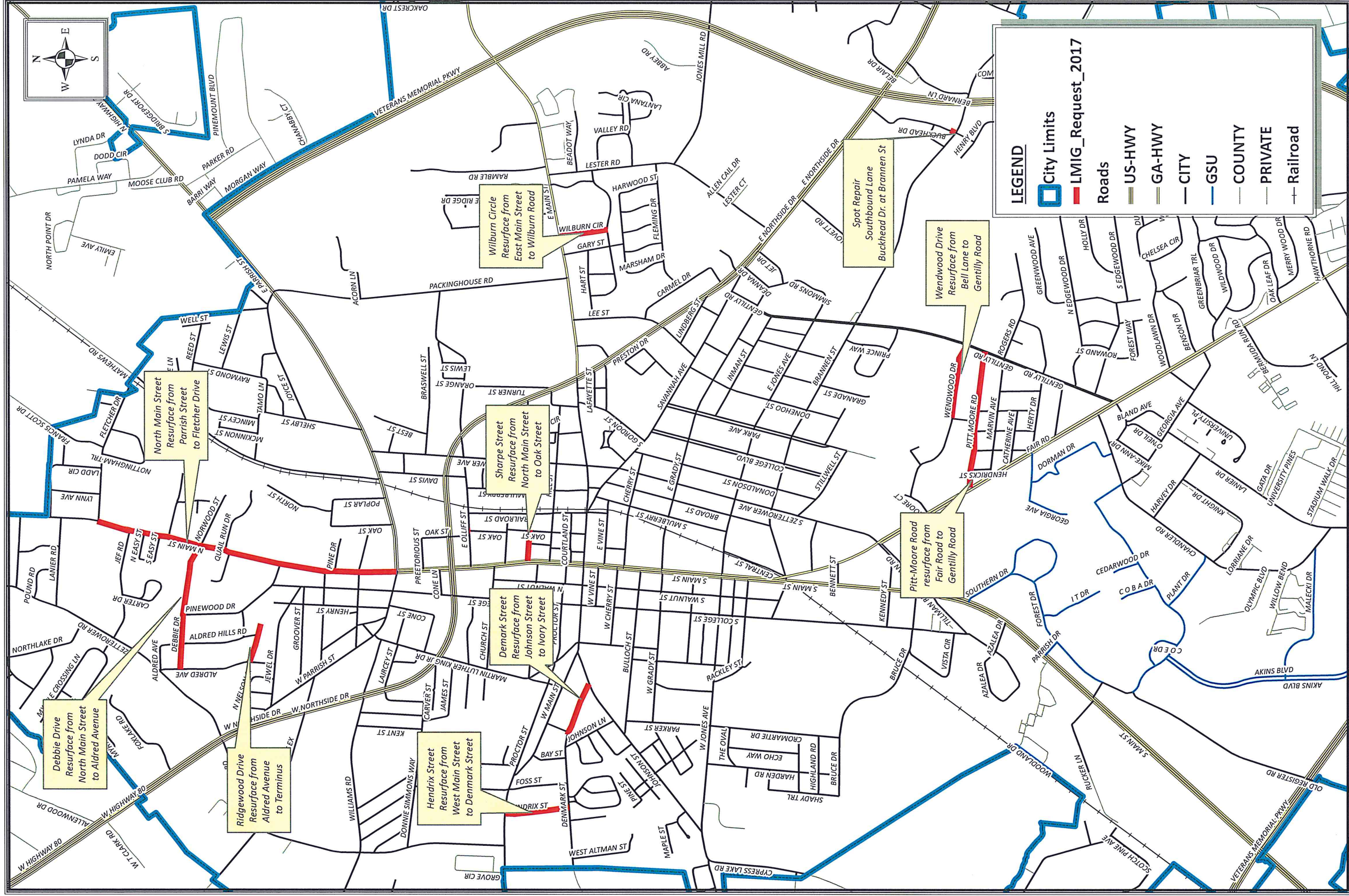
Adopted this 15th day of November, 2017.

CITY OF STATESBORO, GEORGIA

By: _____
Jan Moore, Mayor

Attest: _____
Sue Starling, City Clerk

Street Name	Beginning	Ending	Estimated Cost	Miles	Comments	Project Schedule
Debbie Dr	North Main	Aldred Ave	\$ 75,769	0.42	Leveling, resurfacing and striping of 22 ft wide asphalt resurface	Construction scheduled to be let March 2017
North Main	Parrish	Fletcher Dr	\$ 227,916	0.91	Mill at curb and gutter, leveling, resurfacing and striping of 27 ft wide asphalt resurface	Construction scheduled to be let March 2017
Wilburn Circle	East Main	Wilburn Rd	\$ 26,261	0.16	Leveling, resurfacing and striping of 22 ft wide asphalt resurface	Construction scheduled to be let March 2017
Sharpe St	North Main	Oak Street	\$ 20,340	0.10	Mill at header curb, leveling, resurfacing and striping of 30 ft wide asphalt resurface	Construction scheduled to be let March 2017
Hendrix St	West Main	Denmark St	\$ 38,457	0.21	Leveling, resurfacing and striping of 24 ft wide asphalt resurface	Construction scheduled to be let March 2017
Ridgewood Dr	Aldred Ave	Terminus	\$ 21,030	0.12	Leveling, resurfacing and striping of 22 ft wide asphalt resurface	Construction scheduled to be let March 2017
Denmark	Johnson St	Ivory St	\$ 45,002	0.18	Leveling, resurfacing and striping of 23 ft wide asphalt resurface	Construction scheduled to be let March 2017
Pitt-Moore Road	Fair Rd	Gentilly Rd	\$ 68,945	0.44	Leveling, resurfacing and striping of 22 ft wide asphalt resurface	Construction scheduled to be let March 2017
Wendwood Drive	Bel-Lane Ave	Gentilly Rd	\$ 50,103	0.26	Leveling, resurfacing and striping of 22 ft wide asphalt resurface	Construction scheduled to be let March 2017
Buckhead Drive Spot Repair	Spot Repair at Brannen St		\$ 15,383	-	Demo southbound lane at intersection and install GAB, asphalt binder course, asphalt	Construction scheduled to be let March 2017
Total			\$ 589,206	2.80		



Memo



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

FROM: Darren Prather, Central Services Director

DATE: 11-7-2016

Re: Recommendation—Bid Award/Mini-Excavator—PW/Stormwater Div.

We recommend the City of Statesboro award a purchase for a new Caterpillar 304ECR mini-excavator with attachments to Yancey Brothers Co. per Georgia State Contract number #99999-001-SPD-0000102 in the amount of \$67,274.25. Our purchasing ordinance (Section 2.2.7) allows the City to utilize contracts held by other governmental entities if it is in the best interest of the City to do so. In consideration of our local preference policy, Yancey Brothers Co. has a local business located on Highway 301 South inside Bulloch County. Often, these contracts held by other governmental entities provide the City with volume discount pricing. This machine will be used in the Stormwater Division of Public Works for construction work and ditch maintenance. This is a new piece of equipment and is not replacing an older model. This equipment is budgeted under CIP# STM-14 in FY 2017 in the amount of \$79,000.00 and will be funded through the GMA Lease Pool by Stormwater revenues. The remaining funds will be utilized to purchase a trailer to transport this machine to work locations.

We recommend the purchase be awarded to Yancey Brothers Co. per the Georgia State contract in the amount of \$67,274.25 for a Caterpillar 304ECR mini-excavator with attachments.

RESOLUTION 2016-36

A RESOLUTION
OF
CITY OF STATESBORO

APPROVING THE AMENDED AND RESTATED GAS SUPPLY CONTRACT, BETWEEN CITY OF STATESBORO AND MUNICIPAL GAS AUTHORITY OF GEORGIA AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE AMENDED AND RESTATED GAS SUPPLY CONTRACT, AND FOR OTHER PURPOSES.

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (*codified* at O.C.G.A. Sections 46-4-80 through 46-4-125)), as amended (the “Act”), creating the Municipal Gas Authority of Georgia (the “Gas Authority”), providing for its organization and purposes and authorizing it to contract with certain municipalities and other political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, CITY OF STATESBORO (the “Member”) has heretofore entered into a certain Gas Supply Contract, as amended (the “Gas Supply Contract”), with the Gas Authority providing for the Gas Authority's obligation to furnish the Member with its gas supply requirements and for the Member's obligation to pay for such gas supplies; and

WHEREAS, the Gas Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Gas Authority and its policies through the Board of the Gas Authority, which is composed of Member representatives, and through the Gas Supply Contracts, including the hereinafter defined Amended Contract, and the Members intend to collectively share allocable portions of all risks and rewards of the Gas Authority's operations pursuant to such contracts, and the Amended Contract will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Gas Authority and the Members effected thereby; and

WHEREAS, the Gas Authority has presented, and the Members have commented on, discussed, studied and reviewed their opportunity to enter into an Amended and Restated Gas Supply Contract (the “Amended Contract”), amending and restating the Gas Supply Contract;

NOW, THEREFORE, be it resolved by the governing body of the Member in meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

Section 1. The Member hereby finds and determines that it is in its best interest to contract with the Gas Authority pursuant to O.C.G.A. Section 46-4-99 and the terms of the Amended Contract, and the Member hereby declares, in accordance with the Act, its intention to so contract with the Gas Authority for the purchase of its gas supply.

Section 2. The Member hereby approves and authorizes the execution and delivery of the Amended Contract, in substantially the form of the draft of the Amended Contract, attached to this Resolution as Exhibit "A," and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor's discretion, with advice of counsel. The Amended Contract shall be executed by the Mayor, attested by the Clerk, and shall have the Member's seal affixed thereto, and shall be delivered to the Gas Authority, and when so executed and delivered, shall be binding upon the Member in accordance with its terms. Execution of the Amended Contract as authorized herein shall be conclusive evidence of the Member's approval thereof.

Section 3. The Mayor is hereby authorized to execute and deliver all such additional agreements, certificates, documents and other instruments reasonably required or desirable to complete the transactions contemplated by the Amended Contract, including but not limited to any necessary actions respecting the validation of the Amended Contract through the bond validation process.

Section 4. In the adoption of this Resolution, the Member hereby recognizes that this action will be relied upon by other municipalities that own and operate gas distribution systems and that adopt similar resolutions in furtherance of the organization of the Gas Authority under the Act, and that the Member is also relying upon the adoption of such Resolutions by such other municipalities.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

[Signatures on the following page]

RESOLVED this ____ day of _____, 2016.

CITY OF STATESBORO

By: _____
Mayor

[SEAL]

Attest:

Clerk

AMENDED AND RESTATED

GAS SUPPLY CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

And

CITY OF STATESBORO

Resolution

EXHIBIT

A

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AMENDED AND RESTATED

GAS SUPPLY CONTRACT

This contract, made and entered into as of August 1, 2016, by and between the MUNICIPAL GAS AUTHORITY OF GEORGIA, a public corporation and instrumentality of the State of Georgia, hereinafter sometimes designated as the “Authority,” created by the provisions of Ga. Laws 1987, p. 745 et seq., and the CITY OF STATESBORO, a political subdivision of the State of Georgia, hereinafter sometimes designated as the “Member,” amends and restates the Gas Supply Contract, between such parties, as amended (“Prior Contract”), in its entirety (the Authority and the Member may be referred to herein, collectively, as the “parties”, and individually, as a “party”),

WITNESSETH THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Code Section 46-4-100 and has determined to contract with the Authority pursuant to the Municipal Gas Authority of Georgia Act, Ga. Laws 1987, p. 745, Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46 (the “Act”), and pursuant to the Intergovernmental Contracts provision of the Constitution of Georgia, Article 9, Section 3, Paragraph 1; and

WHEREAS, the Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Authority and its policies through the Board of the Authority, which is composed of Member representatives, and through the Gas Supply Contracts, including this contract, and the Members intend to collectively share allocable portions of all risks and rewards of the Authority’s operations pursuant to such contracts, and this contract will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Authority and the Members effected thereby; and

WHEREAS, the Authority will undertake, as contemplated by and in accordance with the Act, to obtain and supply to the Member its gas requirements for resale to its citizens, inhabitants and customers through its gas distribution system, as provided in this contract, and in that connection may undertake certain projects and issue its authorized debt therefor, as may be provided for in contracts supplemental hereto.

NOW THEREFORE:

FOR and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

This contract is dated as of August 1, 2016, will be for a term of approximately thirty-five (35) years beginning on such date and continuing through December 31, 2050, and will constitute a binding obligation of the parties from and after its execution by the last party to execute the same; provided, that on December 31, 2020 and on each successive fifth anniversary thereafter through December 31, 2045 (an "Option Date") the Member may elect Resigning Member Status under this contract by providing written notice of such election to the Authority no later than the close of business on December 31 of the year next preceding the applicable Option Date, or if such December 31 is not a day on which the Authority is open for business, then on the next preceding day on which the Authority is open for business provided, further, that the Member may elect Resigning Member Status as provided in any Supplemental Contract. Should the Member elect Resigning Member Status under this contract to apply after an Option Date, the Authority and the Member will not be responsible for the performance of the obligations of Articles II (other than Sections 207, 209 and 210), III and IV of this contract not previously accrued, and the Member will not be responsible for charges under Section 501 hereof accruing after the Option Date; nevertheless, both parties will be bound to continue to pay or perform any other obligation contracted prior to such Option Date but not fully paid or performed, including, without limiting the generality of the foregoing, any obligation undertaken with respect to a Project pursuant to a Supplemental Contract entered into by the Authority and the Member, any obligations with respect to billings of Development Costs to which the Member has consented, and any obligation of the Member with respect to Authorized Debt (including all renewals, extensions, replacements and refundings thereof). Should a Member having Resigning Member Status receive any services provided by the Authority, the Authority will make a special charge therefor on the basis of its costs for the provision of that service.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. § 46-4-81 will have the same meaning when used herein as defined in said Code Section as existing on the date hereof, or any broader meaning granted by any future amendment to said Code Section. Schedule 1 hereto sets forth certain additional rules of interpretation respecting the Gas Supply Contracts, including this contract, and other contracts between the Authority and Members.

(b) As used herein, the term:

“Act” means shall mean that certain Act of the 1987 Session of the Georgia General Assembly compiled and published in Ga. Laws, p. 745, and codified in Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46, as the same may be hereafter amended.

“Annual Authority Budget” means, with respect to a Gas Supply Year, that budget adopted pursuant to the provisions of Section 202 hereof.

“Authority Gas Supplies” means Project Gas Supplies and Purchased Gas Supplies.

“Authority Gas Supply Services” means the provision of Authority Gas Supplies and such services as are associated therewith.

“Authorized Debt” means Contract Debt and Project Debt.

“Board” means the governing body of the Authority pursuant to the Act.

“Contract Debt” means debt incurred by the Authority pursuant to the authorization contained in Section 701, 702 and 703 hereof, and any renewals, extensions, replacements or refundings thereof.

“Cost,” when used in reference to Existing Contract Gas Supplies or Purchased Gas Supplies, means costs (net of incidental net revenues arising, for example, from sales of Existing Contract Gas Supplies or Purchased Gas Supplies to persons not Members) incurred by the Authority to purchase and deliver Existing Contract Gas Supplies or Purchased Gas Supplies to the Members, including, without limitation, (a) the direct costs incurred by the Authority for such Existing Contract Gas Supplies or Purchased Gas Supplies as delivered to the Member’s gate, including, for example, costs of storage, peaking, transportation and other pipeline and facilities charges, (b) Debt Service on Contract Debt incurred to finance working capital for purchases of such Existing Contract Gas Supplies or Purchased Gas Supplies; and (c) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt referred to in the foregoing clause (b); provided, however, that such term will not include the Authority’s legal, engineering, administrative and general or other similar costs.

“Debt Service” means principal of and redemption or prepayment premium, if any, and interest on Contract Debt or Project Debt, as the case may be, from time to time outstanding as the same will become due; provided, however, that the term “Debt Service” will not include any principal of or redemption or prepayment premium or interest due solely by virtue of the acceleration of maturity. “Debt Service” also will include periodic fees for any credit enhancements supporting Contract Debt or Project Debt, and reimbursement payments to the providers of any such credit enhancements.

“Development Cost Budget” means any budget prepared by the Authority pursuant to Section 206.

“Development Costs” means costs incurred directly by or on behalf of the Authority in connection with the planning and development of one or more gas supply programs or projects for

applicable Members including, but not limited to, management expenses relating thereto, Debt Service on Contract Debt incurred to finance Development Costs, amounts requested to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to any such Contract Debt, financing expenses, costs in providing engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply programs or projects and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses. Notwithstanding anything to the contrary contained in Section 206, any Development Costs that are to be paid from the proceeds of Contract Debt, or investment income thereon, will not be contained in a Development Cost Budget, but the Debt Service on such Contract Debt will be included.

“Existing Contract” means with respect to any Member, any contract or service agreement or tariff provisions currently in effect, or under which service is being currently rendered, between such Member and any gas pipeline company or gas marketing company relating to such Member’s purchases of Gas Supplies, and which is specifically identified in Section 301 of the Gas Supply Contract of such Member, or any renewal or extension thereof or replacement therefor or addition thereto. Each Existing Contract of the Member now in effect is attached hereto and hereby incorporated by reference. No amendment, change, replacement or addition to an Existing Contract will be obtained that would change the contract demand or otherwise significantly vary the terms of the Existing Contract without the written consent of the Authority.

“Existing Contract Gas Supplies” means gas supplies received by a Member under an Existing Contract as contemplated under Article III hereof.

“Gas Supplies” means Authority Gas Supplies, Existing Contract Gas Supplies and any other gas supplies delivered to the Member’s distribution system.

“Gas Supply Contract” means this contract, including any amendments which may be made hereto, or any substantially similar contract between the Authority and another Member. Unless the context requires otherwise, the word contract when used herein is intended to refer to this Gas Supply Contract.

“Gas Supply Contracts” means this Gas Supply Contract and the substantially similar gas supply contracts with the other Members.

“Gas Supply Requirements” means the gas supplies required by any Member to provide retail service to its citizens, inhabitants and customers.

“Gas Supply Year” means the annual period as established by the Authority from time to time, initially commencing each January 1.

“Georgia Members” means all of the Georgia municipalities described in Section 46-4-100 of the Act executing similar Gas Supply Contracts.

“MMBtu” means million British Thermal Units.

“Member” means the Georgia municipality that is a party to this contract, or collectively, a Georgia Member or a Non-Georgia Member.

“Members” means the Georgia Members and the Non-Georgia Members.

“Monthly Billing Statement” means the written statement prepared or caused to be prepared by the Authority pursuant to Section 504 hereof, which will show the monthly amount to be paid to the Authority by the Member.

“Non-Georgia Members” means all non-Georgia municipalities executing similar Gas Supply Contracts.

“Non-True-up Member Status” means the status of a Member following an election permitted by the terms of a Supplemental Contract. A Member electing this status does not participate in the crediting of excess annual revenues as provided in Section 503 hereof. Non-True-up Member Status will continue until the Member elects to participate in a further appropriate supplemental contract, with the approval of the Authority.

“Project” means any “project” that at the time undertaken is permitted by the Act, including without limitation, any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights, relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facilities. “Project” or “undertaking” as used in this paragraph is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments, and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a project required by any governmental agency having jurisdiction over the project; and (iv) and working capital related thereto.

“Project Costs,” with respect to each Project, will include (a) the “cost of Project,” as defined in O.C.G.A. § 46-4-81(4); (b) the amounts which the Authority is required under the documentation relating to Project Debt issued to finance the Project to pay or deposit to any fund or account established for the payment of Debt Service on such Project Debt, or any other payments required to be paid or deposited by the Authority with respect to such Project Debt (including without limitation payments with respect to revenue funds, reserve funds, sinking funds, maintenance funds, and renewal and replacement funds), other than payments or deposits to be made with the proceeds of Project Debt; (c) actual costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs and any other charges payable by the Authority reasonably allocable by the Authority to the operation, servicing and maintenance of the Project, and (d) Debt Service on the Project Debt. The terms of any Supplemental Contract may expand upon the definition of Project Costs with respect to the specific Project which will be the subject of such Supplemental Contract, provided only that such definition will be sufficient to cover all costs incurred by the Authority with respect to such Project. Notwithstanding anything to the contrary contained in Section 207, any Project Costs that are to be paid from the proceeds of Project Debt, or investment income thereon, will not be included as an element of a Project Cost Projection, but the Debt Service on such Project Debt will be so included.

“Project Cost Projection” means any budget prepared by the Authority pursuant to Section 207.

“Project Debt” means debt incurred by the Authority pursuant to the authorization contained in Section 703 hereof.

“Project Gas Supplies” means gas supplies received under or generated by a Project.

“Purchased Gas Cost Projection” means any budget prepared by the Authority pursuant to the second paragraph of Section 203.

“Purchased Gas Supplies” means gas supplies other than Project Gas Supplies and other than Existing Contract Gas Supplies.

“Resigning Member Status” means the status of a Member following an election described in Section 101.

“Supplemental Contract” means a contract supplemental hereto between the Authority and one or more Members with respect to a Project. A Supplemental Contract will, among other things, contain a description of the Project, and will obligate the applicable Members to pay their respective shares of such Project Costs as determined thereby to the extent not paid from revenues from sales of Authority Gas Supplies. A Supplemental Contract will also contain agreements among the contracting Members and the Authority with respect to the use and operation of the Project, if applicable, and such other matters as the Members and the Authority deem appropriate.

ARTICLE II

CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE MEMBER

Section 201. Gas Supplies.

Throughout the term of this contract, (a) the Authority will, in accordance with Article III hereof, administer on behalf of the Member each of its Existing Contracts, and (b) the Authority will use its best efforts to provide to the Member, either as principal or agent, and the Member will purchase from or through the Authority, to the extent available from or through the Authority, any Gas Supply Requirements for its local distribution system in excess of the amounts provided under the Member’s Existing Contracts. The Authority will use its best efforts to arrange for the transportation of Gas Supplies to the city gate.

It is anticipated that at present or at some point during the term of this contract the Member will receive all Gas Supply Requirements as Authority Gas Supplies. It is contemplated that each Existing Contract of the Member will be either terminated or assigned to and assumed by the Authority at such time in the future by mutual agreement of the Member and the Authority.

Section 202. Annual Authority Budget.

The Authority will prepare and submit to the Annual Authority Budget at least ninety (90) days prior to the beginning of each Gas Supply Year. The Member may then submit to the Authority, at any time until such budget is adopted, any matters or suggestions relating to such budget that the Member may care to present. The Authority will then proceed with the consideration and adoption of such budget not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the respective Gas Supply Year and will cause copies of such adopted budget to be delivered to the Member. As required from time to time during any Gas Supply Year, after thirty (30) days' notice to the Member, the Authority may adopt an amended Annual Authority Budget for and applicable to such Year for the remainder of such Year.

The Annual Authority Budget for any Gas Supply Year will contain (A) all of the Authority's operation and maintenance expenses relating to the operation and conduct of the business of the Authority during such Gas Supply Year including salaries, fees for legal, engineering and other services, administrative and general expenses, such reserves and accruals as the Authority may establish from time to time and all other expenses properly related to the conduct of the affairs of the Authority; (B) Debt Service due during such Gas Supply Year on any Contract Debt incurred pursuant to Section 701 hereof; and (C) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt incurred pursuant to Section 701 hereof; provided, however, that (1) any of the foregoing items that are to be paid from the proceeds of Contract Debt, or investment income thereon, will not be contained in the Annual Authority Budget; (2) any of the foregoing items that constitute Development Costs will not be contained in the Annual Authority Budget, but rather will be contained in one or more Development Cost Budgets in accordance with Section 206 hereof; (3) the Cost of Existing Gas Supplies purchased under any Member's Existing Contract or the Cost of Authority Gas Supplies purchased by the Authority and delivered to any Member as Authority Gas Supplies, will not be included in the Annual Authority Budget but will be billed separately to such Member in the Monthly Billing Statement under its Gas Supply Contract as provided in Section 504 hereof; and (4) operation and maintenance expenses, including administrative costs and overhead, reasonably allocable by the Authority to one or more Projects, will not be included in the Annual Authority Budget, but will be included in a Project Cost Projection.

Section 203. Projection of Existing Contract Gas Supply Purchases; Purchased Gas Cost Projections.

In addition to the Annual Authority Budget, the Authority will prepare and submit to the Member an annual projection of purchased gas costs, showing on a monthly basis the projection of costs expected to be incurred by the Member for purchases under its Existing Contract. The procedures for the adoption and amendment of such projections will be substantially the same as set forth in Section 202 hereof for the adoption and amendment of the Annual Authority Budget.

In addition, the Authority will prepare and submit to the Member annually a Purchased Gas Cost Projection containing appropriate Costs of Purchased Gas Supplies. The Authority may prepare several Purchased Gas Cost Projections for groupings of Members, depending on differences in the Costs of the Purchased Gas Supplies for such groupings.

Such projections and Purchased Gas Cost Projections will be provided to the Member annually as part of the Member's budgeting process for the upcoming fiscal year.

Section 204. Reports

The Authority will prepare and issue to the Member, upon request, (a) a financial and operating statement relating to the Member's Gas Supplies, and (b) the status of the Annual Authority Budget.

Section 205. Records and Accounts.

(a) The Authority will keep accurate records and accounts relating to the Gas Supplies as well as of the operations of the Authority. Said accounts will be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Authority within one-hundred twenty (120) days after the close of each Gas Supply Year. All transactions of the Authority relating to Gas Supplies with respect to each Gas Supply Year will be subject to such an audit.

(b) The Member will provide the Authority annually, promptly upon its preparation, a copy of its annual audit.

Section 206. Gas Supply Planning and Development.

(a) Subject to the provisions of this Section 206, the Authority hereby undertakes to carry out the planning and development of a gas supply program for the Member with the objective of providing reliable and economical Gas Supplies to the Member. In this connection, the Authority will cause to be performed such engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply program and to obtain any and all licenses, permits and approvals necessary in connection with the furtherance of such gas supply program.

(b) Development Costs incurred or to be incurred in connection with any particular facilities, projects or contracts will be included in a Development Cost Budget and billed in accordance with Section 502 hereof to such Members that are intended to be served by such facilities, projects or contracts, which may be all Members or any combination of Members or any one Member. Development Costs relating to any number of facilities, projects or contracts may be included in a particular Development Cost Budget so long as all such Development Costs are to be billed to the same Member or group of Members in accordance with the preceding sentence; any Development Costs that are to be billed to a different Member or group of Members will be included in a separate Development Cost Budget.

(c) Any Development Costs that are to be billed to less than all Members in accordance with the foregoing subsection will not be incurred without the written consent of the Members to whom such Development Costs will be billed, which consent will describe the method for allocating such Development Costs to the Consenting Members.

(d) The Authority will furnish the Member with periodic progress reports as to the status of any planning and development undertaken by the Authority for the benefit of the Member as provided in this Section 206 and the amounts of Development Costs paid or incurred therefor by

the Authority. If the Member will be required to make any payment pursuant to Section 502 hereof, at the request of the Member, the Authority will furnish to the Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the planning and development of a gas supply program pursuant to this Contract. The Member will be permitted to use any such study or report for whatever purposes it may desire.

Section 207. Projects.

(a) Subject to the provisions of this Section 207, the Authority is authorized to enter into, construct, acquire and improve any Project for the Member or a group of Members including the Member; provided, that the Authority will have entered into a Supplemental Contract with respect to such Project with the Member and such other Members who will benefit from the Project.

(b) Project Costs incurred or to be incurred in connection with any particular Project will be included in a Project Cost Projection and recovered in accordance with Section 503 hereof. Project Costs relating to any number of Projects may be included in a particular Project Cost Projection so long as the same Member or group of Members are parties to the Supplemental Contracts relating to the Projects.

(c) At the request of the Member, the Authority will furnish to the Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the Project. The Member will be permitted to use any such study or report for whatever purposes it may desire.

Section 208. Member Services.

The Authority will be authorized to develop and implement a program and to hire and maintain the necessary personnel therefor, for the provision of ancillary, non-gas-supply services related to the assistance of Members in optimizing the efficiency of their gas supply systems, including without limitation volume purchasing, regulatory intervention, and retail rate, commodity price hedging, and marketing assistance services to the Members. The costs incurred by the Authority for the provision of such services will be included in the Annual Authority Budget and billed to the Members in accordance with Section 504 hereof; provided, that if such costs include costs of goods provided to particular Members, those Members will be billed directly the cost of goods.

Section 209. Diligence.

The Member agrees to exercise diligence in the operation of its gas distribution system in order to secure effective operation and to maintain the highest standards of safety, and agrees to maintain its gas distribution system in a safe operating condition at all times.

Section 210. Access.

The Member will give all necessary permission to enable the employees and agents of the Authority to carry out this contract, and will otherwise be subject to applicable terms and conditions set forth in any tariffs which affect the Member and which are filed with the Federal Energy Regulatory Commission. The Authority and the Member each will give the other the right to enter the premises of the other at all reasonable times for the purpose of servicing, repairing or removing facilities, reading meters, performing work incidental to delivery and receipt of Gas Supplies, and inspection of financial, operational and other records, provided the Authority or the Member will notify the other a reasonable period, of time in advance and afford the other the opportunity to have its representative present.

ARTICLE III

ADMINISTRATION OF EXISTING CONTRACTS

Section 301. Existing Contracts.

The Member hereby identifies on Exhibit "A" hereto all of its Existing Contracts now in effect. The Member will promptly submit to the Authority true and correct copies of any further Existing Contracts.

Section 302. Appointment of Authority as Agent.

The Member hereby appoints the Authority its agent for the administration of each Existing Contract for and during the remainder of its respective term, or until such Existing Contract is sooner cancelled by the Member. The Authority hereby accepts such appointment as agent for the administration of each Existing Contract. As agent, the Authority will take all action required of the Member under each Existing Contract, and will deal with the other contracting party on behalf of the Member. The Member will execute such powers of attorney or other documents as may be required to enable the Authority to carry out its duties under this Article III. It is specifically agreed and understood that this appointment creates a principal-agent relationship, and is not intended to constitute an assignment or assumption of such Existing Contract, and nothing contained herein is intended to violate any provision of such contracts, and in the event of a conflict between such Existing Contract and this contract, the provisions of the Existing Contract will prevail.

Section 303. Costs Relating to Existing Contracts.

The Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the Authority's administration of each Existing Contract will be included in the Annual Authority Budget. The Cost of Gas Supplies purchased under the Existing Contracts of the Member, determined as provided in Section 503 hereof, will be billed through to the Member by the Authority as actually incurred.

Section 304. Excess Existing Contract Gas Supplies.

The Member and the Authority recognize that from time to time there may be Existing Contract Gas Supplies which are in excess of the needs of the Member, and the Member hereby authorizes the Authority to sell or otherwise dispose of such excess to the extent practicable in accordance with said Existing Contract, for the Member's account.

ARTICLE IV

AUTHORITY GAS SUPPLIES

Section 401. Authority Gas.

The Authority and the Member recognize that from time to time the Member may have Gas Supply Requirements which are in addition to the amounts of gas supplies taken by the Member under its Existing Contract or Contracts. The Authority will use its best efforts to obtain economical Authority Gas Supplies to satisfy such additional Gas Supply Requirements for delivery to the Member. The Member agrees to take or pay for its Gas Supply Requirements, over Existing Contract Gas Supplies, from Authority Gas Supplies. In obtaining and delivering Authority Gas Supplies, the Authority may act as principal, but is also hereby appointed as agent for the Member when such agency is required for regulatory reasons, or is more expeditious.

Section 402. Costs of Purchased Gas Supplies.

The Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the purchase and delivery of Purchased Gas Supplies to the Members will be included in the Annual Authority Budget. The Cost of Purchased Gas Supplies contained in the Purchased Gas Cost Projections will be recovered as provided in Section 503 hereof.

Section 403. Costs of Project Gas Supplies.

The cost of Project Gas Supplies contained in Project Cost Projections will be recovered as provided in Section 503 hereof.

Section 404. Excess Authority Gas Supplies.

The Member and the Authority recognize that from time to time there may be Authority Gas Supplies in excess of the current estimated needs of Members, as estimated by the Authority. The Authority will be authorized to sell or otherwise dispose of Authority Gas Supplies to persons not a Member of the Authority to the extent such Authority Gas Supplies will be deemed excess by the Authority.

Section 405. Classes of Service.

The Authority may from time to time establish classes of Authority Gas Supply Services, including without limitation, firm service, off-peak firm service, interruptible service, peaking service, storage service and transportation service.

ARTICLE V

CHARGES AND BILLINGS TO THE MEMBER

Section 501. Amounts in the Annual Authority Budget.

The Member and the Authority agree that the amounts provided for in the Annual Authority Budget will be paid by the Members on the following basis: (a) one-half of the total costs included in the Annual Authority Budget for each month of the Gas Supply Year will be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total retail meters of such Member and the denominator of which is the total retail meters of all Members of the Authority, and (b) the remainder of the costs included in the Annual Authority Budget for such month will be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total MMBtu of Gas Supplies delivered to the Member during such month and the denominator of which is the total MMBtu of Gas Supplies delivered to all Members of the Authority during such month.

The foregoing method of allocating the amounts in the Annual Authority Budget may be changed by the Board of the Authority to some other method for fully allocating such amounts to the Members. Any such change must be approved by a vote of at least two-thirds of the Members of the Board of the Authority voting on the issue. The Authority will prepare and submit to the Member any proposal to change the said allocation method at least ninety (90) days prior to the proposed effective date of such change. The Member may then submit to the Authority any matters or suggestions relating to the proposal that the Member may care to present. The Authority will then proceed with the consideration of the proposal not more than forty-five (45) days prior to the proposed effective date of the proposal and will cause copies of any adopted change to be delivered to the Member.

Section 502. Amounts in any Development Cost Budget.

The costs provided for in a Development Cost Budget will be paid by the Members for whom the Development Cost Budget has been prepared on the basis of the method referred to in Paragraph (c) of Section 206 hereof. Such costs allocable to the Member under any Development Cost Budget will be billed to the Member following the month during which such costs are incurred by the Authority unless such costs have been annualized, in which event the monthly portion will be billed.

Section 503. Charges for Authority Gas Supply Services.

The Authority will establish rates for each class of Authority Gas Supply Services to Members in the form of a fair and non-discriminatory pricing mechanism, designed to recover all of the Authority's costs for such services, and maintaining to the extent practicable relative comparative pricing of the particular services in a manner consistent with the relative pricing of similar services offered by other suppliers in the natural gas industry. The Authority's rates may contain demand and commodity components. The rates for each service applicable to a Member will reflect the costs of the particular service and the results of applicable Projects. Any excess of annual revenues received under a rate over the costs associated with such rate for such annual period, after making provision for any applicable rate stabilization or reserve funds established by the Authority from time to time, will be credited on a fair and equitable basis to the Members (excepting only Members with Non-True-up Member Status) to which that rate is applicable. Should a deficiency in revenues available to pay costs associated with a particular rate exist, the Authority may assess reasonable additional charges against Members who have received services charged under that rate during the deficiency period according to such methodology and within such limitations as the Authority may establish from time to time.

The Authority will prepare and submit to the Member the proposed pricing mechanism at least ninety (90) days prior to the beginning of each Gas Supply Year. The Member may then submit to the Authority, at any time until such pricing mechanism is adopted, any matters or suggestions relating to such pricing mechanism that the Member may care to present. The Authority will proceed with the consideration and adoption of such pricing mechanism not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the Gas Supply Year and will cause copies of such adopted pricing mechanisms to be delivered to the Member.

Unless a pricing mechanism adopted should provide otherwise, as required from time to time during any Gas Supply Year, after thirty (30) days' notice to the Member, the Authority may adopt any new or amended pricing mechanism applicable for current Gas Supply Year.

Section 504. Monthly Billing Statements.

The Authority will bill the Member each month during each Gas Supply Year by providing the Member with a Monthly Billing Statement for such month which will include (a) the amounts included in the Annual Authority Budget and allocated to the Member under Section 501, (b) amounts due for purchases under the Member's Existing Contract, (c) amounts due for Authority Gas Supply Services, and (d) any amounts included in any Development Cost Budget and allocated to the Member under Section 502. Such Monthly Billing Statements may be billed in part more frequently than monthly. Each such billing will be paid by the Member on or before the 10th day

from the date of such bill. Amounts due and not paid by the Member on or before such date will bear an additional charge of one and one-half percent (1-1/2%) per month until the amount due is paid in full.

Section 505. Adjustment of Billing.

At the end of each Gas Supply Year, the Authority will determine if the aggregate amount paid by the Member under Sections 501, 502 and 503 hereof, to provide recovery of all the Authority's costs and budgeted amounts during such Gas Supply Year was in the proper amount. Upon the making of such determination, any amount found to have been paid by the Member under Section 503 hereof in excess of the amount which should have been paid by the Member will be treated as provided in Section 503 hereof. Any amount found to have been paid by the Member under Section 501 or 502 hereof in excess of the amount which should have been paid by the Members will, in the discretion of the Authority, in whole or in part, be credited on the Monthly Billing Statements to the Member for the remaining month or months of the Gas Supply Year next succeeding the Gas Supply Year for which such adjustment was determined to have been necessary.

If any deficiency is found to exist in the amount which should have been paid by the Member, ten percent (10%) of such amount will be added to each of the next ten Monthly Billing Statements. In the event that the failure of a Member to pay its share of annual costs in accordance with this contract will have resulted in the application of amounts in any reserve or working fund to the payment of costs payable from such reserve or working fund and the other Members will have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Authority by such nonpaying Member for application to such past due payments will be credited on the Monthly Billing Statements of such other Members in the next month or months as will be appropriate.

Section 506. Disputed Monthly Billing Statement.

In case any portion of any Monthly Billing Statement received by the Member from the Authority will be in bona fide dispute, the Member will pay the Authority the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to the Member by the Authority after such determination. In the event such Monthly Billing Statement is in dispute, the Authority will give consideration to such dispute and will advise the Member with regard to the Authority's position relative thereto within thirty (30) days following written notification by the Member of such dispute.

Section 507. Payment as Operating Expense.

The Member and the Authority agree that the amounts payable by the Member under this contract will be paid by the Member as a cost of Gas Supplies or otherwise as an expense of operation and maintenance of the Member's gas system.

Section 508. Costs related to Supplemental Contracts.

The Member and the Authority agree that an estimate of the legal, engineering, administrative and general and other similar costs associated with the Authority's administration of Supplemental Contracts will be included in the applicable Project Cost Projections.

Section 509. Rate Covenant.

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay: (a) all amounts payable to the Authority by such Member under this contract, including without limitation payments of Costs of Gas Supplies provided to the Member and the costs allocated to the Member under the Annual Authority Budget and any applicable Developmental Cost Budget or Project Cost Projection, and (b) all other lawful charges against or liens on, the revenues of such Member's gas system.

Section 510. Sources of Member's Payments.

The obligations of the Member to make the payments to the Authority under this contract and any Supplemental Contracts will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this contract and any Supplemental Contracts. Unless such payments or provisions for such payments will have been made from the revenues of the gas system of the Member or from other funds thereof, the Member will annually in each and every fiscal year during the term of this contract and of any Supplemental Contracts include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this contract and by any Supplemental Contracts until all payments required under this contract and any Supplemental Contracts have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member, then the chief fiscal officer of the Member will, in accordance with the provisions of the Act as in effect as of the date of this contract, set up as an appropriation on the accounts of the Member in each fiscal year the amounts required to pay the obligations called for under this contract and any Supplemental Contracts. The amount of the appropriation in such fiscal year to meet the obligations of this contract and of any Supplemental Contracts will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this contract and any Supplemental Contract, and such appropriation will have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 511. Levy of Tax for Payment.

The Member will provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies in its gas supply revenues, to make all payments due under the provisions of this contract or any Supplemental Contract in each year over the remainder of the term of this contract or any Supplemental Contract and the Authority will have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this contract and any Supplemental Contract.

Section 512. Payment Obligations

The obligation of the Member to pay promptly its monthly Billing Statement submitted by the Authority to such Member in accordance with the provisions of Section 504 hereof is for the benefit of, among others, the owners of the Bonds and will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Authority of any obligation to any Member or the breach by any Member of any obligation to the Authority or to any other Member, whether hereunder, under a Supplemental Contract or otherwise or any overpayment or underpayment by reason of miscalculation of the amount owed by any Member to the Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made, no Member will suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this contract, a Supplemental Contract or otherwise.

Section 513. Policy for Rate Stabilization or Reserve Fund.

The Authority will prepare and submit to the Member a written policy describing any proposed rate stabilization or reserve fund at least ninety (90) days prior to its proposed effective date, and the Member may then submit to the Authority, at any time until such policy is adopted, any matters that the Member should care to present; the Authority will proceed with the consideration of such policy not more than forty-five (45) days prior to the proposed effective date and will cause copies of any such adopted policy to be furnished to the Member.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Member to make to the Authority any of the payments for which provision is made in this contract or any Supplemental Contract will constitute a default on the part of the Member.

Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Member will not be relieved of its liability for payment of the amounts in default, and the Authority will have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this contract or any Supplemental Contract against the Member, and the Authority may, upon sixty (60) days' written notice to the Member, cease and discontinue providing all or any portion of the Member's Gas Supplies.

Section 603. Other Default by Member.

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Authority under this contract or any Supplemental Contract or in the event of a failure of the Member to take from the Authority its Gas Supplies in accordance with the provisions of this contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this contract or any Supplemental Contract, the Authority will enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Member by means of the process provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 604. Default by Authority.

In the event of any default by the Authority under any covenant, agreement or obligation of this contract or any Supplemental Contract, the Member will enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Authority by means of the process provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

AUTHORIZATION FOR THE AUTHORITY TO INCUR DEBT

Section 701. Working Capital.

The Member and the Authority agree that the working capital requirements of the Authority will be estimated by the Authority from time to time, and the Authority is specifically authorized hereby to incur debt for its working capital requirements to pay legal, engineering, administrative, general and other expenses; interest; operation expenses; planning and engineering expenses; and expenses and advances with respect to the purchase of Gas Supplies; provided, however, that debt incurred for working capital requirements consisting of Development Costs or Project Costs will be incurred pursuant to Sections 702 and 703, respectively, hereof. The principal of and interest on debt incurred under this Section will be included in appropriate Annual Authority Budgets to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 702. Development Costs.

The Member and the Authority hereby agree that the Authority is specifically authorized hereby to incur debt to finance Development Costs on behalf of one or more Members. The principal of and interest on such debt will be included in a Development Cost Budget prepared for such Member or Members to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 703. Projects.

The Member and the Authority agree that the Authority is authorized to enter into one or more Supplemental Contracts with one or more Members for the acquisition, purchase, construction, or improvement, of a Project or Projects, as the case may be, and that the Authority may issue debt to finance the costs of such Projects, provided only that no Member will be responsible for any portion of such Project Debt with respect to a Project or Projects unless the Member will have expressly undertaken an obligation with respect to such Project Debt in a Supplemental Contract with the Authority with respect to such Project Debt.

Section 704. Issuance of Authorized Debt.

The Authority is hereby authorized to incur debt from time to time, for the purposes set forth in Sections 701, 702 and 703 of this Article VII, upon satisfaction of the conditions set forth therein and in any Supplemental Contract relating thereto, in such amounts as determined by the Authority, in its sole discretion, to be prudent and reasonably required for such purposes.

Section 705. Pledge of Revenues.

The Member acknowledges and agrees that the Authority may assign and pledge to any person to whom amounts are owing under Authorized Debt (a “secured party”) its right, title and interest in and to all or any portion of the payments to be made to the Authority under the provisions of this contract and any Supplemental Contract as the Authority will deem appropriate, as security for the payment of such Authorized Debt, and upon such assignment and pledge the Authority may grant to such secured party any rights and remedies herein provided to the Authority.

ARTICLE VIII

MISCELLANEOUS GENERAL PROVISIONS

Section 801. Character and Continuity of Service.

The Authority will not be required to provide, or be liable for failure to provide, service under this contract or any Supplemental Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or, with respect to the services to be provided for Authority Gas Supplies, is caused by the failure or refusal of any other gas supplier to enter into reasonable contracts with the Authority or by the inability of the Authority to obtain any required governmental approvals to enable the Authority to acquire Authority Gas Supplies.

Section 802. Metering.

(a) The Authority reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions of the supply of Gas Supplies delivered by the Authority under this contract or any Supplemental Contract; provided, however, that the Member may at its own cost install additional metering equipment to provide a check on that of the Authority. The Member will supply without cost to the Authority a suitable place for installing the Authority’s metering equipment.

(b) If any meter used for billing fails to register or is found to be inaccurate, the Authority will repair or replace such meter or cause it to be repaired or replaced, and an appropriate billing will be made to the Member by the Authority based upon the best information available for the period, not exceeding sixty (60) days, during which no metering occurred. Any meter tested and found to be not more than two percent (2%) above or below normal will be considered accurate insofar as correction of billings is concerned. If, as a result of any test, a meter is found to register in excess of two percent (2%) above or below normal, then the reading of such meter previously taken for billing purposes will be corrected for the period during which it is established the meter was inaccurate, but no correction will be made for any period beyond sixty (60) days prior to the date on which an inaccuracy is discovered by such test.

(c) In addition to such tests as are deemed necessary by the Authority, the Authority will have any meter tested at any time upon written request of the Member and, if such meter proves accurate within two percent (2%) above or below normal, the expense of such test will be borne by the Member.

(d) The Authority will notify the Member in advance of the time of any meter test so that a representative of the Member may be present.

Section 803. Liability of Parties.

The Authority and the Member will assume full responsibility and liability for the maintenance and operation of their respective properties and each will indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided, that any liability which is incurred by the Authority and not covered, or not covered sufficiently, by insurance will be paid solely from the revenues of the Authority, and any payments made by the Authority to satisfy such liability will become part of the Annual Authority Budget. Neither party has any obligation to indemnify the other for fees, expenses or costs relating to a claim, dispute or controversy between the parties.

Section 804. Relationship between Parties.

(a) No Fiduciary Relationship. The Member acknowledges that the Authority is a joint action agency that represents multiple Members collectively and not the Member individually, and that all of the Gas Supply Contracts are substantially similar and interrelated so as to effect the reasonable allocation of all costs and benefits of the Authority among the Members. Accordingly, the Authority owes no fiduciary duty to any Member except for any limited fiduciary relationship required by law resulting from the designation of the Authority as an agent for a particular purpose hereunder.

(b) Limited Agency Relationship. Except to the extent a provision hereof expressly provides that the Authority will act as the Member's agent for a particular purpose, the Authority is not the Member's agent for any purpose.

(c) Gratuitous Advice. If an Authority representative furnishes the Member with advice or assistance about anything not required under this contract, the furnishing of that advice or assistance will not subject the Authority to any liability.

Section 805. Dispute Resolution.

To expedite the resolution of disputes and to control their costs, the parties agree that any claim, dispute, or controversy relating to or concerning this contract, any Supplemental Contract (notwithstanding anything therein to the contrary) or the parties' business relationship, whether in contract, tort, legal, equitable, statutory or otherwise (referred to as a "Claim") will be resolved as provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 806. Limitation on Damages.

The parties hereby agree to the damages limitations set forth below, which are consistent with, and in furtherance of, the Authority's role as a nonprofit joint action agency acting as an instrumentality of its Members. The Member intends to collectively share allocable portions of all risks and rewards of the Authority's operations with the other Members through the Gas Supply Contracts. The Member acknowledges that, though its remedies and damages are limited in this contract, its ultimate recourse is participation in the development of Authority policies and practices through the Board and representation by the Board.

(A) LIMITATION ON CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT OR OTHERWISE FOR ANY LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (WHICH INCLUDES REMOTE OR SPECULATIVE DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES ARISING FROM ANY OF THE FOLLOWING: LOSS OF PROFIT OR REVENUES, LOSS OF USE OF A FACILITY OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES SERVICES OR REPLACEMENT GAS, DOWNTIME, OR CLAIMS BY THE MEMBER'S CUSTOMERS. IF ANY LIMITATION IN THIS PARAGRAPH IS LATER HELD TO BE UNENFORCEABLE, THAT LIMITATION IS SEVERABLE FROM THE REST. THE REST WILL REMAIN ENFORCEABLE.

(B) LIMITATION ON DIRECT DAMAGES. THE AUTHORITY'S LIABILITY TO THE MEMBER FOR ANY DAMAGES RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE RELATIONSHIP AMONG THE PARTIES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL BE LIMITED TO ANY DIRECT DAMAGES RESULTING FROM THE GROSS NEGLIGENCE AND INTENTIONAL ACTS OF THE AUTHORITY ("DIRECT DAMAGES"); PROVIDED, HOWEVER, THAT THE AUTHORITY WILL BE LIABLE FOR SUCH DIRECT DAMAGES ONLY TO THE EXTENT THAT THE MEMBER'S DIRECT DAMAGES ARE SUBSTANTIALLY DIFFERENT THAN THOSE INCURRED BY MOST OTHER MEMBERS THAT ARE TAKING THE RELEVANT SERVICE. FOR THE PURPOSES OF THIS SECTION, THE TERM "AUTHORITY" OR "THE MEMBER" MEANS SUCH PARTY AND ITS AFFILIATES, EMPLOYEES, OFFICERS AND DIRECTORS.

(C) DISPUTE PERIOD. NEITHER PARTY MAY INITIATE A CLAIM, DISPUTE OR CONTROVERSY AGAINST THE OTHER PARTY MORE THAN ONE YEAR AFTER THE DISPUTING PARTY HAS KNOWLEDGE OF THE OCCURRENCE OR NON-OCCURRENCE OF THE EVENT UNDERLYING THE CLAIM. IF THAT ONE-YEAR LIMITATIONS PERIOD IS LATER HELD TO BE UNENFORCEABLE FOR ANY PARTICULAR CLAIM, IT WILL NEVERTHELESS REMAIN ENFORCEABLE FOR ALL OTHER CLAIMS.

(d) No Individual Responsibility. No stipulations, obligations or agreements provided for herein will be deemed to be stipulations, obligations or agreements of any officer of or member of the governing body of the Member or the Gas Authority in their individual capacity.

Section 807. Additional Members.

The Authority is authorized to accept additional Members, including Non-Georgia Members, and to execute a Gas Supply Contract with such new Member or Members; provided, that any such new Member or Members may be required to pay an entry charge with respect to its membership in the Authority determined by the Board of the Authority and designed to protect the economic interests of the existing Members

Section 808. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Authority's service rules and regulations, which will not be inconsistent with the provisions of this contract or any Supplemental Contract.

Section 809. Termination or Amendment of Contract.

Subject to the terms of any debt instrument relating to Authorized Debt, this contract may be amended by instrument in writing executed with the same formality as this contract; provided, however, if any such amendment is to be made to less than all of the Gas Supply Contracts of the Members, at least thirty (30) days advance notice will be given by the Authority to all Members of the Authority transmitting a copy of such amendment.

Section 810. No Assignment or Transfer.

Except as provided in Section 705 hereof, neither party to this contract will be entitled or empowered to assign or transfer this contract or any interest therein, unless such assignment is required by act of the General Assembly.

Section 811. Prior Contract Superseded.

This contract amends and restates the Prior Contract, provided that all obligations previously incurred under said Prior Contract and not discharged will constitute obligations hereunder.

Section 812. Severability.

In case any one or more of the provisions of this contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this contract will be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 813. Choice of Law.

This contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith. This contract, and any claim, dispute or controversy relating to or concerning this contract or the parties' business relationship, whether sounding in contract, tort, legal, equitable, statutory or otherwise, whether arising before or after the effective date of this contract, will be governed by Georgia law, notwithstanding Georgia's or any other State's choice-of-law or conflict-of-law rules.

Section 814. Non-Georgia Member Board Participation.

Under the Act, the Board is composed of persons elected by representatives of the Georgia Members. To further facilitate Non-Georgia Member participation in the Authority and its development and approval of, among other things, (a) fair and non-discriminatory pricing mechanisms in accordance with Section 503, (b) other terms and conditions as part of the Authority's service rules and regulations, which are not inconsistent with the provisions of this contract or any Supplemental Contract, in accordance with Section 808, and (c) other policies and practices of the Authority, the Authority hereby established three non-voting Board positions to be elected by representatives of the Non-Georgia Members in accordance with the procedures set forth on Schedule 3 hereto.

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Member has caused this contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Member is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL GAS AUTHORITY OF GEORGIA

BY: _____
Chairman

APPROVED AS TO FORM:

General Counsel

ATTEST: _____
Secretary-Treasurer

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF STATESBORO

BY: _____
Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST: _____
Clerk

(SEAL)

[Amended and Restated Gas Supply Contract]

Schedule 1

Interpretation

Unless the context otherwise requires, the following rules will govern the interpretation of this contract and other contracts between the Authority and Member:

(a) The Parties have jointly drafted this contract, and the Members have jointly negotiated all Gas Supply Contracts, and such contracts will be deemed to be their joint work product and will not be construed against either Party, or any Member, by reason of its preparation.

(b) The recitals at the beginning of this contract are incorporated herein for all purposes.

(c) Titles appearing at the beginning of any articles, sections, subsections and other subdivisions of this contract are for convenience only and will not constitute part of such subdivisions and will be disregarded in construing the language contained in such subdivisions.

(d) Words singular and plural in number will be deemed to include the other and pronouns having masculine or feminine gender will be deemed to include the other.

(e) Any reference in this contract to any person includes its successors and permitted assigns and, in the case of any governmental authority, any person succeeding to its functions and capacities.

(f) Any reference in this contract to any Section, Exhibit or Schedule means and refers to the Section contained in, or the Exhibit or Schedule attached to, this contract, unless otherwise specified. Each Exhibit and Schedule attached hereto is incorporated into this contract and made a part hereof for all purposes.

(g) All uses of "include" or "including" will be deemed to be followed by "without limitation", whether expressly so stated or not.

(h) All references to a law, rule, regulation, contract, agreement, or other document mean that law, rule, regulation, contract, agreement, or document as amended, modified, supplemented or restated, from time to time.

(i) Any definition of one part of speech of a word, such as a definition of the noun form of that word, will have a comparable meaning when used as a different part of speech, such as the verb form of that word, and other grammatical forms of defined words or phrases, if initially capitalized, have corresponding meanings.

Schedule 2

Alternative Dispute Resolution

(a) **Informal Resolution.** The parties will attempt in good faith to resolve any Claim promptly by negotiation between representatives who have authority to settle the Claim. The party making the Claim must first give the other party written notice of the Claim. The receiving party must provide a written response within fifteen (15) days after delivery of the notice. The notice and response must include (1) a statement of the party's position and a summary of arguments supporting that position, and (2) the name and title of the representative who will represent the party in negotiations. Within thirty (30) days after delivery of the notice, the representatives of both parties will meet at a mutually acceptable time and place. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (a) are pending and for fifteen (15) days after the parties hold the in-person negotiation.

(b) **Mediation.** If the Claim is not resolved after such negotiations, the parties may submit the Claim to JAMS (originally Judicial Arbitration and Mediation Services, Inc.), or its successor, for mediation to be conducted in Fulton County, Georgia. Either party may start the mediation by providing JAMS and the other party a written request for mediation, setting forth the Claim and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. Neither party may file an arbitration against the other before completing the mediation process. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (b) are pending and for fifteen (15) days after the completion of any mediation.

(c) **Arbitration.** If the parties cannot resolve a Claim through mediation, then the Claim must be resolved by binding arbitration before a single arbitrator. The arbitration will be administered by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures. If there is a conflict between the JAMS Rules and the rules in this contract, the rules in this contract will govern. **ARBITRATION MEANS THAT EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.** The parties may, in arbitration, seek all remedies otherwise available under the governing law, provided, however, to the extent that the arbitrator determines that it does not have the power to enter an enforceable judgment ordering a particular remedy otherwise available under the governing law, including mandamus, injunction and actions for specific performance remedies ("Nonarbitrable Remedy"), either party may seek such Nonarbitrable Remedy in the Superior Court of Fulton County, Georgia, which court may accept the finding of fact and determinations of law of the arbitrator respecting the relevant Claim as a stipulation of the parties in the proceeding before it seeking such Nonarbitrable Remedy. Fees, such as attorney's fees and expenses associated with traveling to the arbitration proceeding, will be paid in accordance with JAMS Rules. The arbitration will be held in Fulton County, Georgia unless the parties mutually agree to another location. All

questions about the scope of the arbitration agreement—including all questions of arbitrability—are for the arbitrator to decide. The parties agree that this arbitration agreement affects interstate commerce and that the Federal Arbitration Act applies.

(d) To start an arbitration, a party must:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought. A copy of a Demand for Arbitration can be found at www.jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS Atlanta Resolution Center
One Atlantic Center
1201 West Peachtree, NW, Suite 2650
Atlanta, GA 30309

(3) Send one copy of the demand for arbitration to the other party.

(e) Class action waiver. Neither party may join or consolidate claims in arbitration by or against other individuals or entities, arbitrate any claim as a representative or non-representative member of a class, consolidate discovery across multiple individual arbitrations, or arbitrate any claim in a private attorney general capacity. Accordingly, the parties agree that the JAMS Class Action Procedures do not apply.

(f) Confidentiality. The parties will maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law, including open records laws, or judicial decision.

(g) Severability. A court may sever any portion of this Schedule that it finds to be unenforceable, except for the prohibitions on class, representative, and private attorney general arbitration.

(h) Venue. Any arbitration must be held in Fulton County, Georgia unless another location is mutually agreed to by the parties. If for any reason this arbitration agreement is later held to be unenforceable, the parties (i) agree that any lawsuit or action relating to any Claim between them must be filed in the Superior Court of Fulton County, Georgia, and (ii) to the extent permitted by law, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR ACTION RELATING TO ANY CLAIM. Each party irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of Fulton County, Georgia in any lawsuit respecting Claim. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding. The parties further agree, to the extent permitted by law, that any final and unappealable judgment against any of them in any proceeding contemplated above will be conclusive and may be enforced in any other

jurisdiction within or outside the United States by suit on the judgment, a certified copy of which will be conclusive evidence of the fact and amount of such judgment.

Schedule 3

Non-Georgia Member Board Position Election Procedure

The three Non-Georgia Member Board positions, the terms of which will begin upon the conclusion of each of their respective **three-year term (except as provided below)**, the beginning of which being in calendar year 2017, and ending upon the election of a successor to each such position, will be elected by an election committee composed of delegates of the Non-Georgia Members in accordance with procedures substantially similar to the Board election procedures provided for in the Act for Georgia Members or appointed, as applicable, provided that:

- (a) The first Non-Georgia Member Board position will be appointed by the largest Non-Georgia Member based on annual quantities of MCF purchased from the Authority during the immediately preceding calendar year (“Largest Non-Georgia Member”) calculated during the calendar year in which such appointment is to be made. The initial term of such first Non-Georgia Member Board position shall be one year. Any mid-term vacancy of such position may be filled by appointment by the Largest Non-Georgia Member as of the date of such appointment.
- (b) The second Non-Georgia Member Board position will be elected by election committee members of the Non-Georgia Members with, individually, annual quantities of MCF purchased from the Authority during the immediately preceding calendar year that are greater than or equal to the median quantity of MCF purchased from the Authority by all Non-Georgia Members, excluding the Largest Non-Georgia Member, during the immediately preceding calendar year. The initial term of such second Non-Georgia Member Board position shall be two years. Any mid-term vacancy of such position may be filled via a special election in accordance with procedures substantially similar to the Board election procedures for Georgia Members.
- (c) The third Non-Georgia Member Board position will be elected by election committee members of the Non-Georgia Members with, individually, annual quantities of MCF purchased from the Authority during the immediately preceding calendar year that are less than the median quantity of MCF purchased from the Authority by all Non-Georgia Members, excluding the Largest Non-Georgia Member, during the immediately preceding calendar year. The initial term of such third Non-Georgia Member Board position shall be three years. Any mid-term vacancy of such position may be filled via a special election in accordance with procedures substantially similar to the Board election procedures for Georgia Members.
- (d) Nominations and voting may occur in writing in lieu of a meeting, including by email and facsimile.

GAS SUPPLY CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

and

CITY OF STATESBORO

EXHIBIT A

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GAS SUPPLY CONTRACT
Between
MUNICIPAL GAS AUTHORITY OF GEORGIA
and
CITY OF Statesboro

This contract, made and entered into as of January 1, 1991, by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public corporation and instrumentality of the State of Georgia, hereinafter sometimes designated as the "Authority," created by the provisions of Ga. Laws 1987, p. 745 et seq., and the

CITY OF Statesboro

a political subdivision of the State of Georgia, hereinafter sometimes designated as the "Member,"

W I T N E S S E T H

THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Code Section 46-4-100 and has determined to contract with the Authority pursuant to the Municipal Gas Authority of Georgia Act, Ga. Laws 1987, p. 745, Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46, (the "Act"), and pursuant to the Intergovernmental Contracts provision of the Constitution of Georgia, Article 9, Section 3, paragraph 1; and

WHEREAS, the Authority will undertake, as contemplated by and in accordance with the Act, to obtain and supply to the Member its gas requirements for resale to its citizens, inhabitants and customers through its gas distribution system, as provided in this contract, and in that connection may undertake certain projects and issue its authorized debt therefor, as may be provided for in contracts supplemental hereto.

NOW THEREFORE:

FOR and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

This contract is dated as of January 1, 1991, and shall be for a term of twenty-five (25) years from such date, and shall constitute a binding obligation of the parties from and after its execution by the last party to execute the same; provided, that on December 31, 1995 and on each successive fifth anniversary thereafter through December 31, 2015 (an "Option Date") the Member may elect Resigning Member Status under this contract by providing written notice of such election to the Authority no later than the close of business on December 31 of the year next preceding the applicable Option Date, or if such December 31 is not a day on which the Authority is open for business, then on the next preceding day on which the Authority is open for business; provided, further, that the Member may elect Resigning Member Status as provided in any Supplemental Contract. Should the Member elect Resigning Member Status under this contract to apply after an Option Date, the Authority and the Member shall not be responsible for the performance of the obligations of Articles II (other than Sections 207, 209 and 210), III and IV of this contract not previously accrued, and the Member shall not be responsible for charges under Section 501 hereof accruing after the Option Date; nevertheless, both parties shall be bound to continue to pay or perform any other obligation contracted prior to such Option Date but not fully paid or performed, including, without limiting the generality of the foregoing, any obligation undertaken with respect to a Project pursuant to a Supplemental Contract entered into by the Authority and the Member, any obligations with respect to billings of Development Costs to which the Member has consented, and any obligation of the Member with respect to Authorized Debt (including all renewals, extensions, replacements and refundings thereof). Should a Member having Resigning Member Status receive any services provided by the Authority, the Authority shall make a special charge therefor on the basis of its costs for the provision of that service.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. § 46-4-81 shall have the same meaning when used herein as defined in said Code Section as existing on the date hereof, or any broader meaning granted by any future amendment to said Code Section.

(b) As used herein, the term:

(1) "Act" shall mean that certain Act of the 1987 Session of the Georgia General Assembly compiled and published in Ga. Laws, p. 745, and codified in Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46, as the same may be hereafter amended.

(2) "Annual Authority Budget" shall mean, with respect to a Gas Supply Year, that budget adopted pursuant to the provisions of Section 202 hereof.

(3) "Authority Gas Supplies" shall mean Project Gas Supplies and Purchased Gas Supplies.

(4) "Authority Gas Supply Services" shall mean the provision of Authority Gas Supply and such services as are associated therewith.

(5) "Authorized Debt" shall mean Contract Debt and Project Debt.

(6) "Contract Debt" shall mean debt incurred by the Authority pursuant to the authorization contained in Section 701, 702 and 703 hereof, and any renewals, extensions, replacements or refundings thereof.

(7) "Cost," when used in reference to Existing Contract Gas Supplies or Purchased Gas Supplies, shall mean costs (net of incidental net revenues arising, for example, from sales of Existing Contract Gas Supplies or Purchased Gas Supplies to non-Members) incurred by the Authority to purchase and deliver Existing Contract Gas Supplies or Purchased Gas Supplies to the Members, including, without limitation, (a) the direct costs incurred by the Authority for such Existing Contract Gas Supplies or Purchased Gas Supplies as delivered to the Member's gate, including, for example, costs of storage, peaking, transportation and other pipeline and facilities charges; (b) Debt Service on Contract Debt incurred to finance working capital for purchases of such Existing Contract Gas Supplies or Purchased Gas Supplies; and (c) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt referred to in the foregoing clause (b); provided, however, that such term shall not include the Authority's legal, engineering, administrative and general or other similar costs.

(8) "Debt Service" shall mean principal of and redemption or prepayment premium, if any, and interest on Contract Debt or Project Debt, as the case may be, from time to time outstanding as the same shall become due; provided,

however, that the term "Debt Service" shall not include any principal of or redemption or prepayment premium or interest due solely by virtue of the acceleration of maturity. "Debt Service" also shall include periodic fees for any credit enhancements supporting Contract Debt or Project Debt, and reimbursement payments to the providers of any such credit enhancements.

(9) "Development Cost Budget" shall mean any budget prepared by the Authority pursuant to Section 206.

(10) "Development Costs" shall mean costs incurred directly by or on behalf of the Authority in connection with the planning and development of one or more gas supply programs or projects for applicable Members including, but not limited to, management expenses relating thereto, Debt Service on Contract Debt incurred to finance Development Costs, amounts requested to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to any such Contract Debt, financing expenses, costs in providing engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply programs or projects and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses. Notwithstanding anything to the contrary contained in Section 206, any Development Costs that are to be paid from the proceeds of Contract Debt, or investment income thereon, shall not be contained in a Development Cost Budget, but the Debt Service on such Contract Debt shall be included.

(11) "Existing Contract" shall mean with respect to any Member, any contract or service agreement or tariff provisions currently in effect, or under which service is being currently rendered, between such Member and any gas pipeline company or gas marketing company relating to such Member's purchases of Gas Supplies, and which is specifically identified in Section 301 of the Gas Supply Contract of such Member, or any renewal or extension thereof or replacement therefor or addition thereto. Each Existing Contract of the Member now in effect is attached hereto and hereby incorporated by reference. No amendment, change, replacement or addition to an Existing Contract will be obtained that would change the contract demand or otherwise significantly vary the terms of the Existing Contract without the written consent of the Authority.

(12) "Existing Contract Gas Supplies" shall mean gas supplies received by a Member under an Existing Contract as contemplated under Article III hereof.

(13) "Gas Supplies" shall mean Authority Gas Supplies and Existing Contract Gas Supplies.

(14) "Gas Supply Contract" shall mean this contract, including any amendments which may be made hereto, or any substantially similar contract between the Authority and another Member. Unless the context requires otherwise, the word contract when used herein is intended to refer to this Gas Supply Contract.

(15) "Gas Supply Requirements" shall mean the gas supplies required by any Member to provide retail service to its citizens, inhabitants and customers.

(16) "Gas Supply Year" shall mean the annual period as established by the Authority from time to time, initially commencing each January 1.

(17) "MMBTU" shall mean million British Thermal Units.

(18) "Member" or "Members" shall mean the Georgia municipality that is a party to this contract, or collectively, all of the Georgia municipalities described in Section 46-4-100 of the Act executing similar Gas Supply Contracts.

(19) "Monthly Billing Statement" shall mean the written statement prepared or caused to be prepared by the Authority pursuant to Section 505 hereof, which shall show the monthly amount to be paid to the Authority by the Member.

(20) "Non-True-up Member Status" shall mean the status of a Member following an election permitted by the terms of a Supplemental Contract. A Member electing this status does not participate in the crediting of excess annual revenues as provided in Section 503 hereof. Non-True-up Member Status shall continue until the Member elects to participate in a further appropriate supplemental contract, with the approval of the Authority.

(21) "Project" shall mean any "project" that at the time undertaken is permitted by the Act, including without limitation, any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights, relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facilities.

"Project" or "undertaking" as used in this paragraph is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments, and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a project required by any governmental agency having jurisdiction over the project; and (iv) and working capital related thereto.

(22) "Project Costs," with respect to each Project, shall include (a) the "cost of Project," as defined in O.C.G.A. § 46-4-81(4); (b) the amounts which the Authority is required under the documentation relating to Project Debt issued to finance the Project to pay or deposit to any fund or account established for the payment of Debt Service on such Project Debt, or any other payments required to be paid or deposited by the Authority with respect to such Project Debt (including without limitation payments with respect to revenue funds, reserve funds, sinking funds, maintenance funds, and renewal and replacement funds), other than payments or deposits to be made with the proceeds of Project Debt; (c) actual costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs and any other charges payable by the Authority reasonably allocable by the Authority to the operation, servicing and maintenance of the Project, and (d) Debt Service on the Project Debt. The terms of any Supplemental Contract may expand upon the definition of Project Costs with respect to the specific Project which shall be the subject of such Supplemental Contract, provided only that such definition shall be sufficient to cover all costs incurred by the Authority with respect to such Project. Notwithstanding anything to the contrary contained in Section 207, any Project Costs that are to be paid from the proceeds of Project Debt, or investment income thereon, shall not be included as an element of a Project Cost Projection, but the Debt Service on such Project Debt shall be so included.

(23) "Project Cost Projection" shall mean any budget prepared by the Authority pursuant to Section 207.

(24) "Project Debt" shall mean debt incurred by the Authority pursuant to the authorization contained in Section 703 hereof.

(25) "Project Gas Supplies" shall mean gas supplies received under or generated by a Project.

(26) "Purchased Gas Cost Projection" shall mean any budget prepared by the Authority pursuant to the second paragraph of Section 203.

(27) "Purchased Gas Supplies" shall mean gas supplies other than Project Gas Supplies and other than Existing Contract Gas Supplies.

(28) "Resigning Member Status" shall mean the status of a Member following an election described in Section 101.

(29) "Supplemental Contract" shall mean a contract supplemental hereto between the Authority and one or more members with respect to a Project. A Supplemental Contract shall, among other things, contain a description of the Project, and shall obligate the applicable Members to pay their respective shares of such Project Costs as determined thereby to the extent not paid from revenues from sales of Authority Gas Supplies. A Supplemental Contract shall also contain agreements among the contracting Members and the Authority with respect to the use and operation of the Project, if applicable, and such other matters as the Members and the Authority shall deem appropriate.

ARTICLE II

CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE MEMBER

Section 201. Gas Supplies.

Throughout the term of this contract, (1) the Authority shall, in accordance with Article III hereof, administer on behalf of the Member each of its Existing Contracts, and (2) the Authority shall use its best efforts to provide to the Member, either as principal or agent, and the Member shall purchase from or through the Authority, to the extent available from or through the Authority, any Gas Supply Requirements for its local distribution system in excess of the amounts provided under the Member's Existing Contracts. The Authority shall use its best efforts to arrange for the transportation of Gas Supplies to the city gate.

It is anticipated that at present or at some point during the term of this contract the Member will receive all Gas Supply Requirements as Authority Gas Supplies. It is contemplated that each Existing Contract of the Member will be either terminated or assigned to and assumed by the Authority at such time in the future by mutual agreement of the Member and the Authority.

Section 202. Annual Authority Budget.

The Authority will prepare and submit to the Member an Annual Authority Budget at least ninety days prior to the beginning of each Gas Supply Year. The Member may then submit

to the Authority, at any time until such budget is adopted, any matters or suggestions relating to such budget that the Member may care to present. The Authority shall then proceed with the consideration and adoption of such budget not less than thirty nor more than forty-five days prior to the beginning of the respective Gas Supply Year and shall cause copies of such adopted budget to be delivered to the Member. As required from time to time during any Gas Supply Year, after thirty days notice to the Member, the Authority may adopt an amended Annual Authority Budget for and applicable to such Year for the remainder of such Year.

The Annual Authority Budget for any Gas Supply Year shall contain (A) all of the Authority's operation and maintenance expenses relating to the operation and conduct of the business of the Authority during such Gas Supply Year including salaries, fees for legal, engineering and other services, administrative and general expenses, such reserves and accruals as the Authority may establish from time to time and all other expenses properly related to the conduct of the affairs of the Authority; (B) Debt Service due during such Gas Supply Year on any Contract Debt incurred pursuant to Section 701 hereof; and (C) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt incurred pursuant to Section 701 hereof; provided, however, that (1) any of the foregoing items that are to be paid from the proceeds of Contract Debt, or investment income thereon, shall not be contained in the Annual Authority Budget; (2) any of the foregoing items that constitute Development Costs shall not be contained in the Annual Authority Budget, but rather shall be contained in one or more Development Cost Budgets in accordance with Section 206 hereof; (3) the Cost of Existing Gas Supplies purchased under any Member's Existing Contract or the Cost of Authority Gas Supplies purchased by the Authority and delivered to any Member as Authority Gas Supplies, shall not be included in the Annual Authority Budget but shall be billed separately to such Member in the Monthly Billing Statement under its Gas Supply Contract as provided in Section 505 hereof; and (4) operation and maintenance expenses, including administrative costs and overhead, reasonably allocable by the Authority to one or more Projects, shall not be included in the Annual Authority Budget, but shall be included in a Project Cost Projection.

Section 203. Projection of Existing Contract Gas Supply Purchases; Purchased Gas Cost Projections.

In addition to the Annual Authority Budget, the Authority will prepare and submit to the Member an annual projection of purchased gas costs, showing on a monthly basis the projection of costs expected to be incurred by the Member

for purchases under its Existing Contract. The procedures for the adoption and amendment of such projections shall be substantially the same as set forth in Section 202 hereof for the adoption and amendment of the Annual Authority Budget.

In addition, the Authority will prepare and submit to the Member annually a Purchased Gas Cost Projection containing appropriate Costs of Purchased Gas Supplies. The Authority may prepare several Purchased Gas Cost Projections for groupings of Members, depending on differences in the Costs of the Purchased Gas Supplies for such groupings.

Such projections and Purchased Gas Cost Projections may be amended from time to time during the Gas Supply Year to reflect any changes in price or conditions.

Section 204. Reports.

The Authority will prepare and issue to the Member for each month of the Gas Supply Year (1) a financial and operating statement relating to the Member's Gas Supplies, and (2) the status of the Annual Authority Budget.

Section 205. Records and Accounts.

(a) The Authority will keep accurate records and accounts relating to the Gas Supplies as well as of the operations of the Authority. Said accounts shall be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Authority within one-hundred twenty (120) days after the close of each Gas Supply Year. All transactions of the Authority relating to Gas Supplies with respect to each Gas Supply Year shall be subject to such an audit.

(b) The Member will provide the Authority annually, promptly upon its preparation, a copy of its annual audit.

Section 206. Gas Supply Planning and Development.

(a) Subject to the provisions of this Section 206, the Authority hereby undertakes to carry out the planning and development of a gas supply program for the Member with the objective of providing reliable and economical Gas Supplies to the Member. In this connection, the Authority shall cause to be performed such engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply program and to obtain any and all licenses, permits and approvals necessary in connection with the furtherance of such gas supply program.

(b) Development Costs incurred or to be incurred in connection with any particular facilities, projects or contracts shall be included in a Development Cost Budget and billed in accordance with Section 502 hereof to such Members that are intended to be served by such facilities, projects or contracts, which may be all Members or any combination of Members or any one Member. Development Costs relating to any number of facilities, projects or contracts may be included in a particular Development Cost Budget so long as all such Development Costs are to be billed to the same Member or group of Members in accordance with the preceding sentence; any Development Costs that are to be billed to a different Member or group of Members shall be included in a separate Development Cost Budget.

(c) Any Development Costs that are to be billed to less than all Members in accordance with the foregoing subsection shall not be incurred without the written consent of the Members to whom such Development Costs shall be billed, which consent shall describe the method for allocating such Development Costs to the Consenting Members.

(d) The Authority shall furnish the Member with periodic progress reports as to the status of any planning and development undertaken by the Authority for the benefit of the Member as provided in this Section 206 and the amounts of Development Costs paid or incurred therefor by the Authority. If the Member shall be required to make any payment pursuant to Section 502 hereof, at the request of the Member, the Authority shall furnish to the Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the planning and development of a gas supply program pursuant to this Contract. The Member shall be permitted to use any such study or report for whatever purposes it may desire.

Section 207. Projects.

(a) Subject to the provisions of this Section 207, the Authority is authorized to enter into, construct, acquire and improve any Project for the Member or a group of Members including the Member; provided, that the Authority shall have entered into a Supplemental Contract with respect to such Project with the Member and such other Members who shall benefit from the Project.

(b) Project Costs incurred or to be incurred in connection with any particular Project shall be included in a Project Cost Projection and recovered in accordance with Section 503 hereof. Project Costs relating to any number of Projects may be included in a particular Project Cost

Projection so long as the same Member or group of Members are parties to the Supplemental Contracts relating to the Projects.

(c) At the request of the Member, the Authority shall furnish to the Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the Project. The Member shall be permitted to use any such study or report for whatever purposes it may desire.

Section 208. Member Services.

The Authority shall be authorized to develop and implement a program and to hire and maintain the necessary personnel therefor, for the provision of ancillary, non-gas-supply services related to the assistance of Members in optimizing the efficiency of their gas supply systems, including without limitation volume purchasing, regulatory intervention, cost of service studies and marketing assistance services to the Members. The costs incurred by the Authority for the provision of such services shall be included in the Annual Authority Budget and billed to the Members in accordance with Section 504 hereof; provided, that if such costs include costs of goods provided to particular Members, those Members shall be billed directly the cost of goods.

Section 209. Diligence.

The Member agrees to exercise diligence in the operation of its gas distribution system in order to secure effective operation and to maintain the highest standards of safety, and agrees to maintain its gas distribution system in a safe operating condition at all times.

Section 210. Access.

The Member will give all necessary permission to enable the agents of the Authority to carry out this contract, and will otherwise be subject to applicable terms and conditions set forth in any tariffs which affect the Member and which are filed with the Federal Energy Regulatory Commission. The Authority and the Member each will give the other the right to enter the premises of the other at all reasonable times for the purpose of servicing, repairing or removing facilities, reading meters, performing work incidental to delivery and receipt of Gas Supplies, and inspection of financial, operational and other records, provided the Authority or the Member shall notify the other a reasonable period of time in advance and afford the other the opportunity to have its representative present.

**ARTICLE III
ADMINISTRATION OF EXISTING CONTRACTS**

Section 301. Existing Contracts.

The Member hereby identifies on Exhibit "A" hereto all of its Existing Contracts now in effect.

The Members shall promptly submit to the Authority true and correct copies of any further Existing Contracts.

Section 302. Appointment of Authority as Agent.

The Member hereby appoints the Authority its agent for the administration of each Existing Contract for and during the remainder of its respective term, or until such Existing Contract is sooner cancelled by the Member. The Authority hereby accepts such appointment as agent for the administration of each Existing Contract. As agent, the Authority will take all action required of the Member under each Existing Contract, and shall deal with the other contracting party on behalf of the Member. The Member shall execute such powers of attorney or other documents as may be required to enable the Authority to carry out its duties under this Article III. It is specifically agreed and understood that this appointment creates a principal-agent relationship, and is not intended to constitute an assignment or assumption of such Existing Contract, and nothing contained herein is intended to violate any provision of such contracts, and in the event of a conflict between such Existing Contract and this contract, the provisions of the Existing Contract shall prevail.

Section 303. Costs Relating to Existing Contracts.

The Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the Authority's administration of each Existing Contract shall be included in the Annual Authority Budget. The Cost of Gas Supplies purchased under the Existing Contracts of the Member, determined as provided in Section 503 hereof, shall be billed through to the Member by the Authority as actually incurred.

Section 304. Excess Existing Contract Gas Supplies.

The Member and the Authority recognize that from time to time there may be Existing Contract Gas Supplies which are in excess of the needs of the Member, and the Member hereby authorizes the Authority to sell or otherwise dispose of such excess to the extent practicable in accordance with said Existing Contract, for the Member's account.

**ARTICLE IV
AUTHORITY GAS SUPPLIES**

Section 401. Authority Gas.

The Authority and the Member recognize that from time to time the Member may have Gas Supply Requirements which are in addition to the amounts of gas supplies taken by the Member under its Existing Contract or Contracts. The Authority will use its best efforts to obtain economical Authority Gas Supplies to satisfy such additional Gas Supply Requirements for delivery to the Member. The Member agrees to take or pay for its Gas Supply Requirements, over Existing Contract Gas Supplies, from Authority Gas Supplies. In obtaining and delivering Authority Gas Supplies, the Authority may act as principal, but is also hereby appointed as agent for the Member when such agency is required for regulatory reasons, or is more expeditious.

Section 402. Costs of Purchased Gas Supplies.

The Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the purchase and delivery of Purchased Gas Supplies to the Members shall be included in the Annual Authority Budget. The Cost of Purchased Gas Supplies contained in the Purchased Gas Cost Projections shall be recovered as provided in Section 503 hereof.

Section 403. Costs of Project Gas Supplies.

The cost of Project Gas Supplies contained in Project Cost Projections shall be recovered as provided in Section 503 hereof.

Section 404. Excess Authority Gas Supplies.

The Member and the Authority recognize that from time to time there may be Authority Gas Supplies in excess of the current estimated needs of Members, as estimated by the Authority. The Authority shall be authorized to sell or otherwise dispose of Authority Gas Supplies to non-members of the Authority to the extent such Authority Gas Supplies shall be deemed excess by the Authority.

Section 405. Classes of Service.

The Authority may from time to time establish classes of Authority Gas Supply Services, including without limitation, firm service, off-peak firm service, interruptible service, peaking service, storage service and transportation service.

**ARTICLE V
CHARGES AND BILLINGS TO THE MEMBER**

Section 501. Amounts in the Annual Authority Budget.

The Member and the Authority agree that the amounts provided for in the Annual Authority Budget shall be paid by the Members on the following basis: (1) one-half of the total costs included in the Annual Authority Budget for each month of the Gas Supply Year shall be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total retail meters of such Member and the denominator of which is the total retail meters of all Members of the Authority, and (2) the remainder of the costs included in the Annual Authority Budget for such month shall be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total MMBTU of Gas Supplies delivered to the Member during such month and the denominator of which is the total MMBTU of Gas Supplies delivered to all Members of the Authority during such month.

The foregoing method of allocating the amounts in the Annual Authority Budget may be changed by the board of the Authority to some other method for fully allocating such amounts to the Members. Any such change must be approved by a vote of at least two-thirds of the members of the board of the Authority voting on the issue. The Authority will prepare and submit to the Member any proposal to change the said allocation method at least ninety days prior to the proposed effective date of such change. The Member may then submit to the Authority any matters or suggestions relating to the proposal that the Member may care to present. The Authority shall then proceed with the consideration of the proposal not more than forty-five days prior to the proposed effective date of the proposal and shall cause copies of any adopted change to be delivered to the Member.

Section 502. Amounts in any Development Cost Budget.

The costs provided for in a Development Cost Budget shall be paid by the Members for whom the Development Cost Budget has been prepared on the basis of the method referred to in Paragraph (c) of Section 202 hereof. Such costs allocable to the Member under any Development Cost Budget shall be billed to the Member following the month during which such costs are incurred by the Authority unless such costs have been annualized, in which event the monthly portion shall be billed.

Section 503. Charges for Authority Gas Supply Services.

The Authority will establish rates for each class of Authority Gas Supply Services to Members in the form of a fair

and non-discriminatory pricing mechanism, designed to recover all of the Authority's costs for such services, and maintaining to the extent practicable relative comparative pricing of the particular services in a manner consistent with the relative pricing of similar services offered by other suppliers in the natural gas industry. The Authority's rates may contain demand and commodity components. The rates for each service applicable to a Member will reflect the costs of the particular service and the results of applicable Projects. Any excess of annual revenues received under a rate over the costs associated with such rate for such annual period, after making provision for any applicable rate stabilization or reserve funds established by the Authority from time to time, shall be credited on a fair and equitable basis to the Members (excepting only Members with Non-True-up Member Status) to which that rate is applicable. Should a deficiency in revenues available to pay costs associated with a particular rate exist, the Authority may assess reasonable additional charges against Members who have received services charged under that rate during the deficiency period according to such methodology and within such limitations as the Authority may establish from time to time.

The Authority will prepare and submit to the Member the proposed pricing mechanism at least ninety days prior to the beginning of each Gas Supply Year. The Member may then submit to the Authority, at any time until such pricing mechanism is adopted, any matters or suggestions relating to such pricing mechanism that the Member may care to present. The Authority shall proceed with the consideration and adoption of such pricing mechanism not less than thirty nor more than forty-five days prior to the beginning of the Gas Supply Year and shall cause copies of such adopted pricing mechanisms to be delivered to the Member.

Unless a pricing mechanism adopted should provide otherwise, as required from time to time during any Gas Supply Year, after thirty days notice to the Member, the Authority may adopt any new or amended pricing mechanism applicable for current Gas Supply Year.

Section 504. Monthly Billing Statements.

The Authority will bill the Member each month during each Gas Supply Year by providing the Member with a Monthly Billing Statement for such month which shall include (1) the amounts included in the Annual Authority Budget and allocated to the Member under Section 501, (2) amounts due for purchases under the Member's Existing Contract, (3) amounts due for Authority Gas Supply Services, and (4) any amounts included in any Development Cost Budget and allocated to the Member under Section 502. Such Monthly Billing Statements may be billed in

part more frequently than monthly. Each such billing shall be paid by the Member on or before the 10th day from the date of such bill. Amounts due and not paid by the Member on or before such date shall bear an additional charge of 1-1/2% per month until the amount due is paid in full.

Section 505. Adjustment of Billing.

At the end of each Gas Supply Year, the Authority shall determine if the aggregate amount paid by the Member under Sections 501, 502 and 503 hereof, to provide recovery of all the Authority's costs and budgeted amounts during such Gas Supply Year was in the proper amount. Upon the making of such determination, any amount found to have been paid by the Member under Section 503 hereof in excess of the amount which should have been paid by the Member shall be treated as provided in Section 503 hereof. Any amount found to have been paid by the Member under Section 501 or 502 hereof in excess of the amount which should have been paid by the Members shall, in the discretion of the Authority, in whole or in part, be credited on the Monthly Billing Statements to the Member for the remaining month or months of the Gas Supply Year next succeeding the Gas Supply Year for which such adjustment was determined to have been necessary.

If any deficiency is found to exist in the amount which should have been paid by the Member, ten percent of such amount shall be added to each of the next ten Monthly Billing Statements. In the event that the failure of a Member to pay its share of annual costs in accordance with its Gas Sales Contract shall have resulted in the application of amounts in any reserve or working fund to the payment of costs payable from such reserve or working fund and the other Members shall have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Authority by such nonpaying Member for application to such past due payments shall be credited on the Monthly Billing Statements of such other Members in the next month or months as shall be appropriate.

Section 506. Disputed Monthly Billing Statement.

In case any portion of any Monthly Billing Statement received by the Member from the Authority shall be in bona fide dispute, the Member shall pay the Authority the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to the Member by the Authority after such determination. In the event such Monthly Billing Statement is in dispute, the Authority will give consideration to such dispute and will advise the Member with regard to the Authority's position relative thereto within

thirty days following written notification by the Member of such dispute.

Section 507. Payment as Operating Expense.

The Member and the Authority agree that the amounts payable by the Member under this contract shall be paid by the Member as a cost of Gas Supplies or otherwise as an expense of operation and maintenance of the Member's gas system.

Section 508. Costs related to Supplemental Contracts.

The Member and the Authority agree that an estimate of the legal, engineering, administrative and general and other similar costs associated with the Authority's administration of Supplemental Contracts shall be included in the applicable Project Cost Projections.

Section 509. Rate Covenant.

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay: (a) all amounts payable to the Authority by such Member under this contract, including without limitation payments of Costs of Gas Supplies provided to the Member and the costs allocated to the Member under the Annual Authority Budget and any applicable Developmental Cost Budget or Project Cost Projection, and (b) all other lawful charges against or liens on, the revenues of such Member's gas system.

Section 510. Sources of Member's Payments.

The obligations of the Member to make the payments to the Authority under this contract and any Supplemental Contracts shall constitute general obligations of the Member for the payment of which the full faith and credit of the Member shall be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this contract and any Supplemental Contracts. Unless such payments or provisions for such payments shall have been made from the revenues of the gas system of the Member or from other funds thereof, the Member will annually in each and every fiscal year during the term of this contract and of any Supplemental Contracts include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this contract and by any Supplemental Contracts until all payments required under this contract and any Supplemental Contracts have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal

year of a Member, then the chief fiscal officer of the Member shall, in accordance with the provisions of the Act as in effect as of the date of this contract, set up as an appropriation on the accounts of the Member in each fiscal year the amounts required to pay the obligations called for under this contract and any Supplemental Contracts. The amount of the appropriation in such fiscal year to meet the obligations of this contract and of any Supplemental Contracts shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this contract and any Supplemental Contract, and such appropriation shall have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 511. Levy of Tax for Payment.

The Member shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies in its gas supply revenues, to make all payments due under the provisions of this contract or any Supplemental Contract in each year over the remainder of the term of this contract or any Supplemental Contract and the Authority shall have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this contract and any Supplemental Contract.

Section 512. Payment Obligations

The obligation of the Member to pay promptly its monthly Billing Statement submitted by the Authority to such Member in accordance with the provisions of Section 504 hereof is for the benefit of, among others, the owners of the Bonds and shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Authority of any obligation to any member or the breach by any Member of any obligation to the Authority or to any other Member, whether hereunder, under a Supplemental Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any member to the Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made, no Member shall suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Authority to

complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this contract, a Supplemental Contract or otherwise.

Section 513. Policy for Rate Stabilization on Reserve Fund.

The Authority will prepare and submit to the Member a written policy describing any proposed rate stabilization or reserve fund at least ninety days prior to its proposed effective date, and the Member may then submit to the Authority, at any time until such policy is adopted, any matters that the Member should care to present; the Authority shall proceed with the consideration of such policy not more than forty-five days prior to the proposed effective date and shall cause copies of any such adopted policy to be furnished to the Member.

**ARTICLE VI
DEFAULT**

Section 601. Event of Default.

Failure of the Member to make to the Authority any of the payments for which provision is made in this contract or any Supplemental Contract shall constitute a default on the part of the Member.

Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Member shall not be relieved of its liability for payment of the amounts in default, and the Authority shall have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this contract or any Supplemental Contract against the Member, and the Authority may, upon sixty days written notice to the Member, cease and

discontinue providing all or any portion of the Member's Gas Supplies.

Section 603. Other Default by Member.

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Authority under this contract or any Supplemental Contract or in the event of a failure of the Member to take from the Authority its Gas Supplies in accordance with the provisions of this contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this contract or any Supplemental Contract, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this contract and any Supplemental Contract against the Member.

Section 604. Default by Authority.

In the event of any default by the Authority under any covenant, agreement or obligation of this contract or any Supplemental Contract, the Member may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Authority.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the Member shall continue as though no such proceedings had been taken.

ARTICLE VII

AUTHORIZATION FOR THE AUTHORITY TO INCUR DEBT

Section 701. Working Capital.

The Member and the Authority agree that the working capital requirements of the Authority shall be estimated by the Authority from time to time, and the Authority is specifically authorized hereby to incur debt for its working capital requirements to pay legal, engineering, administrative, general and other expenses; interest; operation expenses; planning and engineering expenses; and expenses and advances with respect to

the purchase of Gas Supplies; provided, however, that debt incurred for working capital requirements consisting of Development Costs or Project Costs shall be incurred pursuant to Sections 702 and 703, respectively, hereof. The principal of and interest on debt incurred under this Section shall be included in appropriate Annual Authority Budgets to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 702. Development Costs.

The Member and the Authority hereby agree that the Authority is specifically authorized hereby to incur debt to finance Development Costs on behalf of one or more Members. The principal of and interest on such debt shall be included in a Development Cost Budget prepared for such Member or Members to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 703. Projects.

The Member and the Authority agree that the Authority is authorized to enter into one or more Supplemental Contracts with one or more Members for the acquisition, purchase, construction, or improvement, of a Project or Projects, as the case may be, and that the Authority may issue debt to finance the costs of such Projects, provided only that no Member shall be responsible for any portion of such Project Debt with respect to a Project or Projects unless the Member shall have expressly undertaken an obligation with respect to such Project Debt in a Supplemental Contract with the Authority with respect to such Project Debt.

Section 704. Issuance of Authorized Debt.

The Authority is hereby authorized to incur debt from time to time, for the purposes set forth in Sections 701, 702 and 703 of this Article VII, upon satisfaction of the conditions set forth therein and in any Supplemental Contract relating thereto, in such amounts as determined by the Authority, in its sole discretion, to be prudent and reasonably required for such purposes.

Section 705. Pledge of Revenues.

The Member acknowledges and agrees that the Authority may assign and pledge to any person to whom amounts are owing under Authorized Debt (a "secured party") its right, title and interest in and to all or any portion of the payments to be made to the Authority under the provisions of this contract and

any Supplemental Contract as the Authority shall deem appropriate, as security for the payment of such Authorized Debt, and upon such assignment and pledge the Authority may grant to such secured party any rights and remedies herein provided to the Authority.

**ARTICLE VIII
MISCELLANEOUS GENERAL PROVISIONS**

Section 801. Character and Continuity of Service.

The Authority shall not be required to provide, or be liable for failure to provide, service under this contract or any Supplemental Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or, with respect to the services to be provided for Authority Gas Supplies, is caused by the failure or refusal of any other gas supplier to enter into reasonable contracts with the Authority or by the inability of the Authority to obtain any required governmental approvals to enable the Authority to acquire Authority Gas Supplies.

Section 802. Metering.

(a) The Authority reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions of the supply of Gas Supplies delivered by the Authority under this contract or any Supplemental Contract; provided, however, that the Member may at its own cost install additional metering equipment to provide a check on that of the Authority. The Member shall supply without cost to the Authority a suitable place for installing the Authority's metering equipment.

(b) If any meter used for billing fails to register or is found to be inaccurate, the Authority shall repair or replace such meter or cause it to be repaired or replaced, and an appropriate billing shall be made to the Member by the Authority based upon the best information available for the period, not exceeding sixty days, during which no metering occurred. Any meter tested and found to be not more than two percent above or below normal shall be considered accurate insofar as correction of billings is concerned. If, as a result of any test, a meter is found to register in excess of two percent above or below normal, then the reading of such meter previously taken for billing purposes shall be corrected for the period during which it is established the meter was inaccurate, but no correction shall be made for any period beyond sixty days prior to the date on which an inaccuracy is discovered by such test.

(c) In addition to such tests as are deemed necessary by the Authority, the Authority shall have any meter tested at any time upon written request of the Member and, if such meter proves accurate within two percent above or below normal, the expense of such test shall be borne by the Member.

(d) The Authority shall notify the Member in advance of the time of any meter test so that a representative of the Member may be present.

Section 803. Liability of Parties.

The Authority and the Member shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided, that any liability which is incurred by the Authority and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of the Authority, and any payments made by the Authority to satisfy such liability shall become part of the Annual Authority Budget.

Section 804. Additional Members.

The Authority is authorized to accept additional Members and to execute a Gas Supply Contract with such new Member or Members; provided, that any such new Member or Members may be required to pay an entry charge with respect to its membership in the Authority determined by the board of the Authority and designed to protect the economic interests of the existing Members.

Section 805. Other Terms and Conditions.

Service hereunder shall be in accordance with such other terms and conditions as are established as part of the Authority's service rules and regulations, which shall not be inconsistent with the provisions of this contract or any Supplemental Contract.

Section 806. Termination or Amendment of Contract.

Subject to the terms of any debt instrument relating to Authorized Debt, this contract may be amended by instrument in writing executed with the same formality as this contract; provided, however, if any such amendment is to be made to less than all of the Gas Supply Contracts of the Members, at least

thirty (30) days advance notice shall be given by the Authority to all Members of the Authority transmitting a copy of such amendment.

Section 807. No Assignment or Transfer.

Except as provided in Section 705 hereof, neither party to this contract shall be entitled or empowered to assign or transfer this contract or any interest therein, unless such assignment is required by act of the General Assembly.

Section 808. Prior Contract Superseded.

This contract shall replace the gas supply contract previously entered into between the Authority and the Member dated July 1, 1987, which is terminated hereby, provided that all obligations previously incurred under said previous contract and not discharged shall constitute obligations hereunder.

**ARTICLE IX
SEVERABILITY**

In case any one or more of the provisions of this contract shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this contract shall be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the General Assembly and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Member has caused this contract to be executed in its corporate name by its duly authorized officers and its corporate seal to

be hereunto impressed and attested, and delivery hereof by the Authority to the Member is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL GAS AUTHORITY OF GEORGIA

APPROVED AS TO FORM:

L. Clifford Adams, Jr.
GENERAL COUNSEL

BY: [Signature]
Vice CHAIRMAN

ATTEST: [Signature]
Asst. SECRETARY-TREASURER



(SEAL)

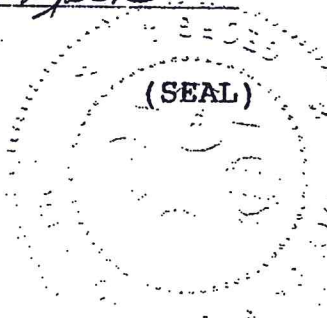
CITY OF Staten Island

APPROVED AS TO FORM:

Gary L. Mitchell
CITY ATTORNEY

BY: [Signature]
MAYOR

ATTEST: [Signature]
CLERK



(SEAL)

4155h

**Municipal Gas Authority of Georgia
Existing Contracts Between
City and Pipeline**

Exhibit "A"

City	Pipeline	Agreement Number	Rate Schedule	Term
Statesboro	Southern	N/A	G3	20yr, ext thru 10/1/91
Statesboro	Southern	858328	FT	15yr, 1 yr ext
Statesboro	Southern	840066	IT	1mo, 1mo ext

CERTIFICATION

I, the undersigned, Clerk of CITY OF STATESBORO (“Member”), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution duly adopted by the governing body of the Member at a public meeting held on the ___ day of _____, 2016, duly called in compliance with the laws of the State of Georgia, at which a quorum was present and acting throughout, the original of which Resolution has been duly recorded in the Minute Book of the Member, which is in my custody and control, and that the Resolution has not been rescinded or modified and is now in full force and effect.

GIVEN under the seal of the Member this ____ day of _____, 2016.

Clerk

[SEAL]