



November 17, 2015 5:30 pm

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 11-03-2015 Council Minutes
 - B) Consideration of a Motion to approve a water tower lease agreement between the City of Statesboro and Verizon Wireless of the East, L.P.
 - C) Consideration of a Motion to approve **Resolution 2015-49**: A Resolution Appointing Benji Colson to the Tree Board of the City of Statesboro.
5. First reading and Public Hearing of **Ordinance 2015-12**: An Ordinance amending Chapter 82 (Utilities) of the Statesboro Code of Ordinances.
6. First Reading and Public Hearing on **Ordinance 2015-11**: An Ordinance amending Chapter 2 of the Statesboro Code of Ordinances (Administration)."
7. Consideration of a Motion to approve **Resolution 2015-46**: A Resolution to approve adjustments to the pay and compensation plan to reclassify the Director of Public Safety position to a Police Chief position and reclassify the pay grades of the Police Major and Fire Chief position.
8. Consideration of a Motion to approve **Resolution 2015-47**: A Resolution to dissolve the Department of Public Safety and that any reference to the Department of Public Safety in the record would now refer to, where applicable, the Statesboro Police Department or Statesboro Fire Department.
9. Consideration of a Motion to approve **Resolution 2015-45**: A Resolution to adopt the first amendment to the City of Statesboro schedule of fees, rates, and fines for fiscal year 2016.
10. Consideration of a Motion to approve the Mayor to negotiate a contract for engineering services with EMC Engineering for The South Main Street Corridor Re-development Plan also known as the "Blue-Mile" for an amount not to exceed \$55,000 (Funded by Quarter-finalist funds from the ABC Grant).

11. Consideration of a Motion to apply for the Georgia Department of Transportation's (GDOT) FY 2016 Local Maintenance and Improvement Grant (LMIG), an annual program in which GDOT allocates transportation funds to local governments. For FY 2016, GDOT will allocate \$209,952.37 to the City of Statesboro if the City will commit to providing at least 30% matching funds.
12. Consideration of a Motion to adopt **Resolution 2015-48**: A Resolution approving the City of Statesboro's proposed FY 2016 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 \$300,000 in 2013 SPLOST funds allocated to Street Resurfacing in FY 2016.
13. Other Business from City Council
14. City Managers Comments
 - A) City Clerk's Dept. (Notice of alcohol application)
 - a) "Bites on Brampton, LLC" is applying for an alcohol license pending the background investigation. The owners will be Ramy Masry and Carmen Masry.
15. Public Comments (General)
16. Consideration of a Motion to enter into Executive Session to discuss "Potential Litigation" in accordance with **O.C.G.A. §50-14-3 (2012)**
17. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
November 03, 2015**

A regular meeting of the Statesboro City Council was held on November 3rd, 2015 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Will Britt, Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were Deputy City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart, Director of Public Works and Engineering Jason Boyles and Director of Planning and Development Mandi Cody.

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

The Invocation was given by DSDA Director Allen Muldrew and the Pledge of Allegiance was led by Councilman Travis Chance

Recognitions/Public Presentations: None

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 10-20-2015 Council Minutes

B) Consideration of a Motion to adopt Ordinance 2015-10: The approval of an extension of a ninety (90) day moratorium on accepting applications for zoning permits for permanent consumer fireworks retail sales facilities.

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

Councilman Britt and Boyum joined the meeting.

Administrative Hearing for alleged alcohol violation as pursuant to the City of Statesboro Alcohol Ordinance: Chapter 6 Sec. 6-159 – Ration of alcoholic/nonalcoholic sales. Should the total sales from food and nonalcoholic beverages reported by any licensee for consumption on the premises not equal those from the sale of all alcoholic beverages for any two reporting periods in any 12-month period, the license may be suspended or revoked by the mayor and city council.

**A) Farid Gharachorloo/Sepideh Mesri
Moonshiners
125 Gata Drive**

Those who would be testifying in the hearing were sworn in by Mayor Moore. Attorney Wes Taulbee spoke on behalf of Mr. Gharachorloo. He stated “Moonshiners” would not meet the 50/50 reporting period if the establishment could not count the coke that was used in the mix drink. He also stated that if the establishment could count the coke in the mixed drink then the 50/50 report would be in compliance. He stated the ordinance was not clear on the intention of how it should be calculated. Police Lt. Winskey was concerned as to why the beer and wine percentages decreased when they are not mixed with coke. Mr. Gharachorloo stated that before he fixed his reporting system; the bar tenders were ringing up cokes and beer and wine under the same key. He also stated his amended report showed the break down which would decrease the percentage in sales of beer and wine. After nearly an hour of hearing arguments; Mayor Moore stated the Council has the task of deciding as to whether the ordinance is to be interpreted as counting coke in the mixed drink separate or counting the coke in the mixed drink as part of the mixed drink and, therefore, is subject to excise taxes for the full cost of the drink. Councilman Boyum made a motion, seconded by Councilman Lewis to interpret the ordinance to read that the intention of the ordinance is that coke may not be separated from the mixed drink. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried in a 5-0 vote.

Councilman Lewis made a motion, seconded by Councilman Boyum to state that “Moonshiners” or “Club 125, LLC”, at that time, was in violation of the 50/50 alcohol report for 2 consecutive quarters in a 12 month period. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried in a 5-0 vote.

Councilman Boyum made a motion, seconded by Councilman Lewis to consider this a second offense. The punishment will be a three day suspension to start on Thursday November 5th, 2015 and run consecutively for 3 days and moving forward, until the new ordinance is in place, Mr. Gharachorloo needs to operate as a 21 and over establishment. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried in a 5-0 vote.

Consideration of a Motion to approve Resolution 2015-43, pursuant to the COS Grant Policy, to approve submittal of semi-finalist application materials for the America's Best Communities competition. Submittals include a required application, an expenditure plan for the \$100,000 of potential winnings, and a Master Redevelopment Plan for the Blue Mile.

Bob Mikell, behalf of Darren Burnett, thanked all the people who are working on this project for South Main Street. Councilman Boyum made a motion, seconded by Councilman Riggs to approve Resolution 2015-43, pursuant to the COS Grant Policy, to approve submittal of semi-finalist application materials for the America's Best Communities competition. Submittals include a required application, an expenditure plan for the \$100,000 of potential winnings, and a Master Redevelopment Plan for the Blue Mile. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried in a 5-0 vote.

Public Hearing and second reading of Ordinance 2015-06: An ordinance amending Chapter 18 of the Statesboro Code of Ordinance regarding Temporary Vendors.

Councilman Riggs made a motion, seconded by Councilman Lewis to open the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried in a 5-0 vote.

Stephanie Ellis spoke loudly against the proposed temporary vendor ordinance. After much discussion with no guidance or recommendations from Council as to how to proceed or how they would like the ordinance to read; Councilman Boyum made a motion, seconded by Councilman Lewis to close the public hearing. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried in a 5-0 vote. There was no action taken.

Consideration of a Motion to approve Resolution 2015-44, pursuant to the COS Grant Policy, to approve acceptance of the FY 2016 Georgia Council for the Arts Tourism Product Development Grant in the amount of \$15,000 and to authorize the Mayor to execute a contract for the same. In accordance with a previously approved MOU, the City of Statesboro will act as a pass through agency for the Averitt Center for the Arts use of the winnings in construction of the Arts Incubator portion of the Fab Lab and Business Innovation Center.

Councilman Chance made a motion, seconded by Councilman Riggs to approve Resolution 2015-44, pursuant to the COS Grant Policy, to approve acceptance of the FY 2016 Georgia Council for the Arts Tourism Product Development Grant in the amount of \$15,000 and to authorize the Mayor to execute a contract for the same. In accordance with a previously approved MOU, the City of Statesboro will act as a pass through agency for the Averitt Center for the Arts use of the winnings in construction of the Arts Incubator portion of the Fab Lab and Business Innovation Center. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried in a 5-0 vote.

Councilman Gary Lewis left the meeting briefly.

Consideration of a Motion to approve an Inducement Agreement and PILOT Agreement

Councilman Riggs made a motion, seconded by Councilman Britt to approve the Inducement Agreement. Councilman Britt, Boyum, Riggs, and Chance voted in favor of the motion. The motion carried in a 4-0 vote.

Councilman Riggs made a motion, seconded by Councilman Chance to approve the PILOT Agreement. Councilman Britt, Boyum, Riggs, and Chance voted in favor of the motion. The motion carried in a 4-0 vote.

Mayor Moore called for a 10 minute recess.

Councilman Travis Chance left the meeting and did not return.

Discussion on Director of Public Safety Model

Director of Human Resource Jeff Grant discussed the removal of Sec.2-101 of the Code of Ordinance in reference to the hiring and firing of the Police Chief. He stated the hiring and firing should be the responsibility of the City Manager not the Mayor and Council. Councilman Britt agreed as he stated the City Manager would keep Council updated on potential candidates.

Councilman Boyum made a motion, seconded by Councilman Lewis to direct the Director of Human Resource Jeff Grant to create a Police Chief and Fire Chief Model and to present it to Council at the next meeting along with a resolution changing the ordinance. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried in a 4-0 vote.

Discussion on Elected Official retirement benefits

Councilman Britt had previously asked Director of Human Resource Jeff Grant to look into the cost of raising the retirement benefit for Council Members. The current benefit is \$35.00 per month for every year a Council Member serves. Councilman Britt would like to raise that to \$40.00 per month for every year served. Mayor Moore said she was not in favor of the benefit raise. Councilman Riggs also stated he would not vote for the raise.

Councilman Britt made a motion, seconded by Councilman Riggs to direct Mr. Grant to present a proposal at the next Council meeting regarding the retirement benefits. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried in a 4-0 vote.

Discussion of holding a Council meeting at Statesboro High School in the Spring of 2016 and at Georgia Southern University in the Fall of 2016.

Council directed staff to move forward on the arrangements for holding a Council meeting at GSU and Statesboro High School. Mayor Moore stated a vote would be taken when tentative dates have been suggested at the off-site locations. The off - site Council meetings would be held in the spring and fall.

Other Business from City Council

Councilman Britt thanked the Police Department for their help.

City Managers Comments

Interim Public Safety Director Rob Bryan updated Council on the handicap program. He stated the volunteer list had been filled and was put into effect on November 1, 2015.

Public Comments (General)

Pat McCarty spoke with Council regarding the interaction of the Police Department with students and the neighborhood businesses that serve alcohol. He felt the Police were harsh at times and needed to frequently communicate with the students. He stated the students view them as harassing the businesses and their patrons. He also stated that underage drinking would never be stopped.

Bill Thomas had previously requested to address Council. He was not present.

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 12:05 p.m.

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 20____, between **CITY OF STATESBORO**, with its principal offices located at 50 E Main St, Statesboro, Georgia 30054, hereinafter designated LESSOR and **VERIZON WIRELESS OF THE EAST LP**, a Delaware limited partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WITNESSETH:

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space (“the Tower Space”) on the LESSOR’s water tower, hereinafter referred to as the “Tower”, located at 289 A.J. Riggs Road, Statesboro, Bulloch County, Georgia, as shown on the Tax Map of Bulloch County as parcel number 062-000007B000 and being further described in Deed Book 700 at Page 154 as recorded in the Office of the Clerk of Superior Court of Bulloch County (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), together with a parcel of land (the “Land Space”) sufficient for the installation of LESSEE’s equipment building; together with the non-exclusive easement (the “Easement”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along a twenty (20) foot wide easement extending from the nearest public right-of-way, A.J. Riggs Road, to the Land Space; together with a ten (10) foot wide ice bridge easement (the “Ice Bridge Easement”) for the purpose of installing and maintaining an ice bridge between the Land Space and the Tower; and together with any further easements (the “Further Easements”) over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space and the Easement are substantially described and depicted in Exhibit “A”, attached hereto and made a part hereof. The Tower Space, Land Space, Easement, Ice Bridge Easement, and Further Easements, if any, are collectively referred to hereinafter as the “Premises”.

In the event LESSEE or any public utility is unable to use the Easement or Further Easements, LESSOR hereby agrees to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit “B” attached hereto. LESSEE may not add additional equipment and/or antennae from that shown in Exhibit “B” without prior written approval of the LESSOR, which approval shall not be unreasonably withheld, conditioned and/or delayed.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty Six Thousand and no/100 Dollars (\$36,000.00) to be paid annually in advance with the first such annual payment due on the Commencement Date and thereafter on each anniversary of the Commencement Date. The annual rent payment shall be paid to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the annual rental payment by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Upon execution of this Lease, LESSEE shall reimburse LESSOR for all costs incurred by LESSOR in employing the services of professionals in connection with the negotiation of this Lease in an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00).

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request via certified mail, return receipt requested from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental

Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 21. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation that is legally required by LESSEE has been supplied to LESSEE as provided herein and only if LESSEE can provide documentation it has made an effort to notify LESSOR of the legally required Rental Documentation in accordance with this Paragraph. LESSEE agrees to provide LESSOR reasonable assistance in completing any Rental Documentation at no cost to LESSEE. All rental payments due LESSOR will be paid to LESSOR retroactively from the date due once Rental Documentation is received by LESSEE, if an interruption of rent occurs.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375 Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term (as hereinafter defined), to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

3. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. ESCALATIONS. Throughout the Term, as hereinafter defined, the annual rental shall increase on the first anniversary of the Commencement Date and on each annual anniversary thereafter (including any extension terms) such that the annual rental shall equal 103% of the annual rental paid immediately preceding such anniversary.

5. TAXES. LESSEE shall pay personal property taxes assessed against, or the portion of such taxes attributable to, LESSEE's Equipment and/or its improvements. LESSEE shall not be obligated to pay real property taxes or other fees and assessments attributable to the Tank, or the Site, or other licensees' or tenants' improvements, or the Property.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace or repair its utilities, equipment, antennas and/or conduits or any portion thereof in accordance with Exhibit "B" and the frequencies over which the equipment operates, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for LESSEE's use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents.

8. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 7 hereof, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE shall provide commercial general liability insurance coverage, including premises/operations coverage in the amount of \$3,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate, and including LESSOR as an additional insured as their interest may appear under this Agreement on such policy or policies. All policies other than Worker's Compensation shall be written on an occurrence and not on a claims made basis. All insurance shall be effected under valid and enforceable policies, issued by insurers licensed, authorized or permitted to do business by the State of Georgia Insurance Commissioner's Office in Georgia. All insurance carriers and surplus line carriers shall be rated A-VII or better by A.M. Best Company.

c. Evidence of Insurance: Certificates of insurance for each policy required to be obtained by LESSEE in compliance with this section, shall be filed and maintained with LESSOR annually during the term of the Lease. LESSEE shall as soon as practicable advise LESSOR of any claim or litigation that may result in liability to LESSOR.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR pursuant to Paragraph 21. All rentals paid for the lease of the Premises prior to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other. LESSEE shall pay to LESSOR, along with the notice of annual termination, a termination fee in an amount equal to six (6) months of the monthly rent then in effect.

11. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or

properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

12. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 31 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

LESSEE shall place no advertising on the Tower or on any structure on the Premises, unless required to do so pursuant to Laws (as defined in Paragraph 31 below) or to rules and regulations enforced by the Federal Communications Commission.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- b. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- c. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference within 72 hours of receipt of said written notice, including

but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. Any structural modification, repairs, additions or improvements to the Tank shall become the property of the LESSOR. If LESSEE fails to remove all of the equipment, conduits, fixtures and personal property within the aforementioned ninety (90) period LESSOR shall remove all of the LESSEE's equipment, conduits, fixtures and personal property at LESSEE'S sole cost and expense and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by LESSOR to LESSEE. LESSOR hereby waives any statutory or landlord's lien that may otherwise attach to LESSEE's equipment.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT. LESSOR covenants and agrees that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

17. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further represents, warrants and covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgement in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

20. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

21. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Statesboro
Attention: City Manager
50 E Main St
Statesboro, Georgia 30459-0348

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

23. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

24. RECORDING. LESSOR agrees to execute a memorandum of this Agreement (the "Memorandum of Lease") in substantially the form attached hereto as Exhibit "C" and by this reference made a part hereof, which LESSEE may record with the appropriate recording officer.

The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

25. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

26. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. In addition to other available remedies, either party seeking to enforce rights or obligations pursuant to this Agreement may recover reasonable attorney's fees from the other party upon completion of any litigation.

27. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

28. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

29. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

31. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE to the Premises.

32. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

33. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. Such captions shall not affect or be utilized in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

<p>_____ Witness</p>	<p>LESSOR: CITY OF STATESBORO BY: _____ (SEAL) Print Name: Jan Moore Its: Mayor DATE: _____</p>
<p>_____ Witness</p>	<p>LESSEE: VERIZON WIRELESS OF THE EAST LP D/B/A VERIZON WIRELESS By: Cellco Partnership, its General Partner BY: _____ _____ Area Vice President Network DATE: _____</p>

EXHIBIT "A"

“Land Space”

All that tract or parcel of land lying and being in the 1209th G.M.D., Bulloch County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point located on the southwestern right of way of A. J. Riggs Road, said point being 43.86 feet, more or less, as measured along said right of way in a northwesterly direction from the intersection of said right of way with the northwestern right of way of Jimps Road;
Thence running along said right of way, North 38°19'41" West, 73.76 feet to a point;
Thence leaving said right of way and running, South 88°50'11" West, 26.89 feet to a point;
Thence, South 51°40'19" West, 92.46 feet to a point;
Thence, South 38°19'41" East, 24.00 feet to a point and the true POINT OF BEGINNING;

Thence running, South 51°40'19" West, 12.00 feet to a point;
Thence, North 38°19'41" West, 30.00 feet to a point;
Thence, North 51°40'19" East, 12.00 feet to a point;
Thence, South 38°19'41" East, 30.00 feet to a point and the true POINT OF BEGINNING.

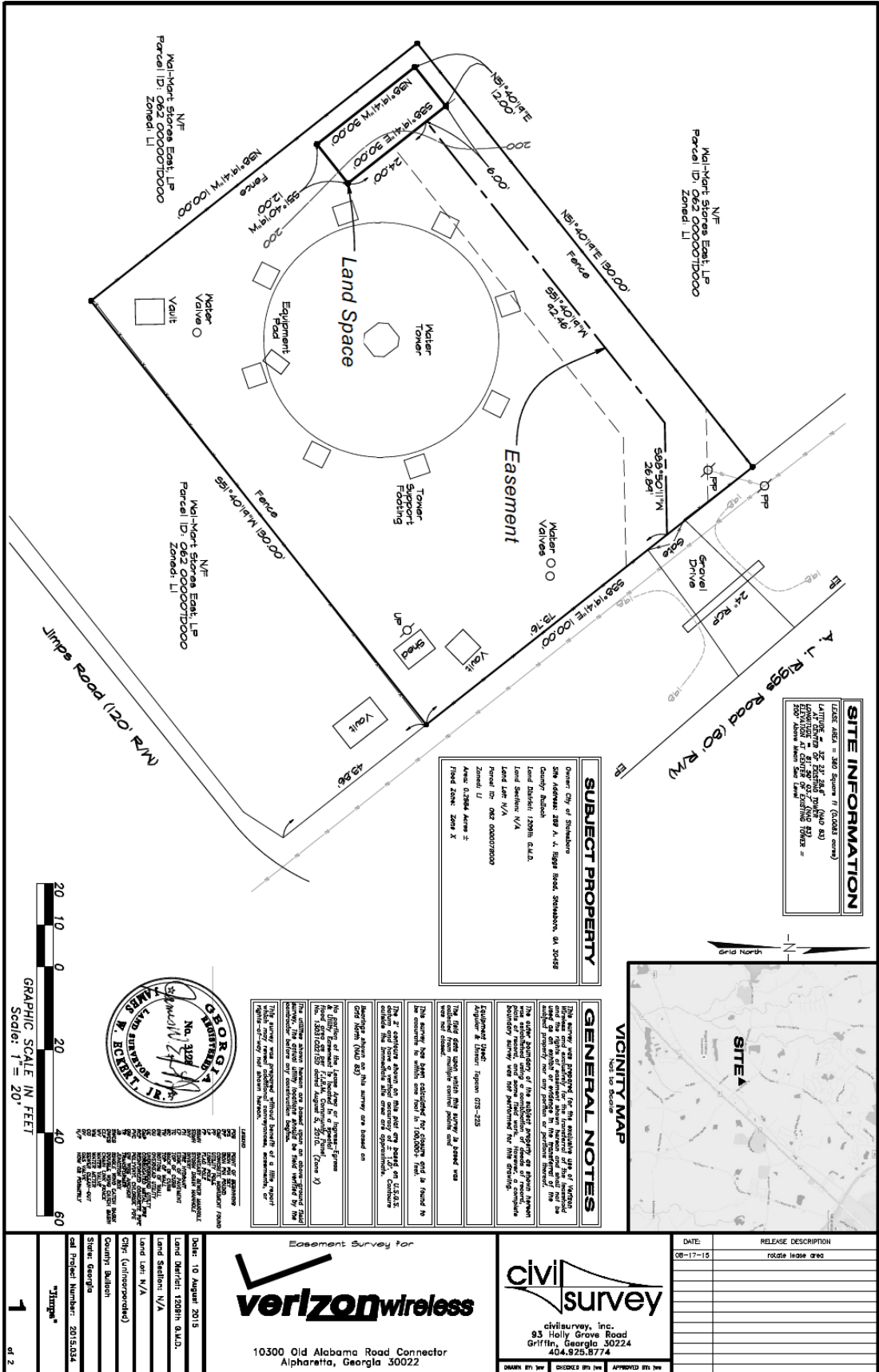
Said tract contains 0.0083 acres (360 square feet), more or less.

“Easement”

Together with a 20' Ingress-Egress & Utility Easement lying and being in the 1209th G.M.D., Bulloch County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, COMMENCE at a point located on the southwestern right of way of A. J. Riggs Road, said point being 43.86 feet, more or less, as measured along said right of way in a northwesterly direction from the intersection of said right of way with the northwestern right of way of Jimps Road;
Thence running along said right of way, North 38°19'41" West, 73.76 feet to a point and the true POINT OF BEGINNING;

Thence leaving said right of way and running, South 88°50'11" West, 26.89 feet to a point;
Thence, South 51°40'19" West, 92.46 feet to the ENDING at a point.

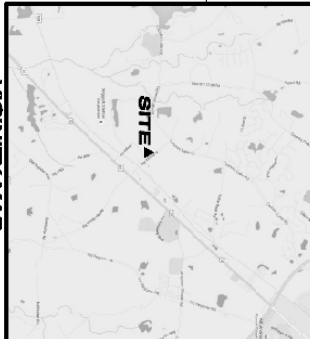


SITE INFORMATION

Lot: 280
 Parcel ID: 062 00000120000
 Zoned: LI

SUBJECT PROPERTY

Owner: City of Stoneboro
 Site Address: 280 N. S. 1899 Road, Stoneboro, GA 30288
 County: Wilkes
 Land District: 129th S.A.L.D.
 Land Use: N/A
 Parcel ID: 062 00000120000
 Zoned: LI
 Area: 0.2800 Acres ±
 Road Front: 289' X



GENERAL NOTES

This survey was prepared for the assistance of the City of Stoneboro and is not intended for the purpose of the recording of any instrument or for any other purpose. The instrument is subject to the provisions of the Georgia Surveyors Act, Chapter 45, Title 47, Code of Georgia Annotated.

The title, description, and location of the subject property are as shown on the plat of the subject property as recorded in the public records of the County of Wilkes, Georgia.

Equipment Used: Topcon GPS-225
 Angle: 8
 Distance: 0.00000000
 The first date upon which this survey is made was [Date]
 and the second date, multiple control points and [Date]

This survey has been conducted for a purpose and is found to be correct in accordance with the provisions of the Georgia Surveyors Act, Chapter 45, Title 47, Code of Georgia Annotated.

The City of Stoneboro has been notified of this survey and a record is being made of this survey in the public records of the County of Wilkes, Georgia.

For further information, please contact the Surveyor at the address shown on this plat or by telephone at (770) 523-5353.

This plat was prepared and recorded in accordance with the provisions of the Georgia Surveyors Act, Chapter 45, Title 47, Code of Georgia Annotated.

The survey was prepared and recorded in accordance with the provisions of the Georgia Surveyors Act, Chapter 45, Title 47, Code of Georgia Annotated.



Easement Survey for

verizon wireless

10300 Old Alabama Road Connector
 Alpharetta, Georgia 30022

civil survey

civilsurvey, inc.
 93 Holly Grove Road
 Griffin, Georgia 30224
 404-825-9774

DATE:	RELEASE DESCRIPTION
08-17-15	rotate lease area

Date: 10 August 2015
 Land District: 129th S.A.L.D.
 Land Use: N/A
 Land Unit: N/A
 City: (Unincorporated)
 County: Wilkes
 State: Georgia
 Call Project Number: 2015.014
 "Image"
 1 of 2

EXHIBIT "B"
EQUIPMENT

6 antennas total, 2 per sector (1 Andrews SBNHH-1D65C_Port1-+45_00DT_0750 / 1 – Andrews SBNHH-1D65C_PORT 3 - +45_00DT_2110).

*Antennas must be located on the corral on the top of the tank.

9 RRUs total, 3 per sector (1-RRUS B 13, 1-A2 module, 1 – RRUS-32 AWS).

3 Raycaps total – (RC3DC-3315-PF-48).

6 - 1-5/8" coax // 1 – 1-5/8" hybrid cable.

EXHIBIT “C”

MEMORANDUM OF WATER TOWER LEASE

Upon Recording, Return to:
Alaina Shamp, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308-2216

STATE OF GEORGIA)
)
COUNTY OF BULLOCH)

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Lease Agreement (the “Memorandum”) is made this ____ day of _____, 2015, between CITY OF STATESBORO, with a mailing address of 50 East Main Street, Statesboro, Georgia 30054, hereinafter referred to as “LESSOR”, and VERIZON WIRELESS OF THE EAST LP, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097, hereinafter referred to as “LESSEE”. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the “Agreement”) on _____, 2015 for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Tower, located at 289 A.J. Riggs Road, Statesboro, Bulloch County, Georgia, as shown on the Tax Map of the County of Bulloch as a portion of Tax Parcel No. 062-000007B000, and being part of that real property further described in Deed Book 700 at Page 154, as recorded in the Office of the Clerk of Superior Court of Bulloch County, (the entirety of LESSOR's property is referred to hereinafter as the “Property”), together with a 30' X 12' feet parcel of property containing 360 square feet for the installation of LESSEE's equipment building and other equipment, together with the non-exclusive easement for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along a 20 foot wide easement extending from the nearest public right-of-way, A.J. Riggs Road, to the demised premises. The tower space, demised premises and easement are hereinafter collectively referred to as the “Premises”. The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned easement, the LESSOR has agreed to grant an additional easement either to the LESSEE or to the public utility at no cost to the LESSEE.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is _____.
4. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and

subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

5. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, then Lender or such successor in interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then existing LESSOR defaults under this Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
6. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed under seal on the date first written hereinabove.

<p>_____ Witness</p> <p>_____ Notary Public My Commission Expires: _____</p> <p>(NOTARIAL SEAL)</p>	<p>LESSOR:</p> <p>CITY OF STATESBORO</p> <p>BY: _____(SEAL) Print Name: Jan Moore Its: Mayor</p>
<p>_____ Witness</p> <p>_____ Notary Public My Commission Expires: _____</p> <p>(NOTARIAL SEAL)</p>	<p>LESSEE:</p> <p>VERIZON WIRELESS OF THE EAST LP D/B/A VERIZON WIRELESS</p> <p>By: Cellco Partnership, its General Partner</p> <p>BY: _____ _____ Area Vice President Network</p>

EXHIBIT A

“Land Space”

All that tract or parcel of land lying and being in the 1209th G.M.D., Bulloch County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point located on the southwestern right of way of A. J. Riggs Road, said point being 43.86 feet, more or less, as measured along said right of way in a northwesterly direction from the intersection of said right of way with the northwestern right of way of Jimps Road;
Thence running along said right of way, North 38°19'41" West, 73.76 feet to a point;
Thence leaving said right of way and running, South 88°50'11" West, 26.89 feet to a point;
Thence, South 51°40'19" West, 92.46 feet to a point;
Thence, South 38°19'41" East, 24.00 feet to a point and the true POINT OF BEGINNING;

Thence running, South 51°40'19" West, 12.00 feet to a point;
Thence, North 38°19'41" West, 30.00 feet to a point;
Thence, North 51°40'19" East, 12.00 feet to a point;
Thence, South 38°19'41" East, 30.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.0083 acres (360 square feet), more or less.

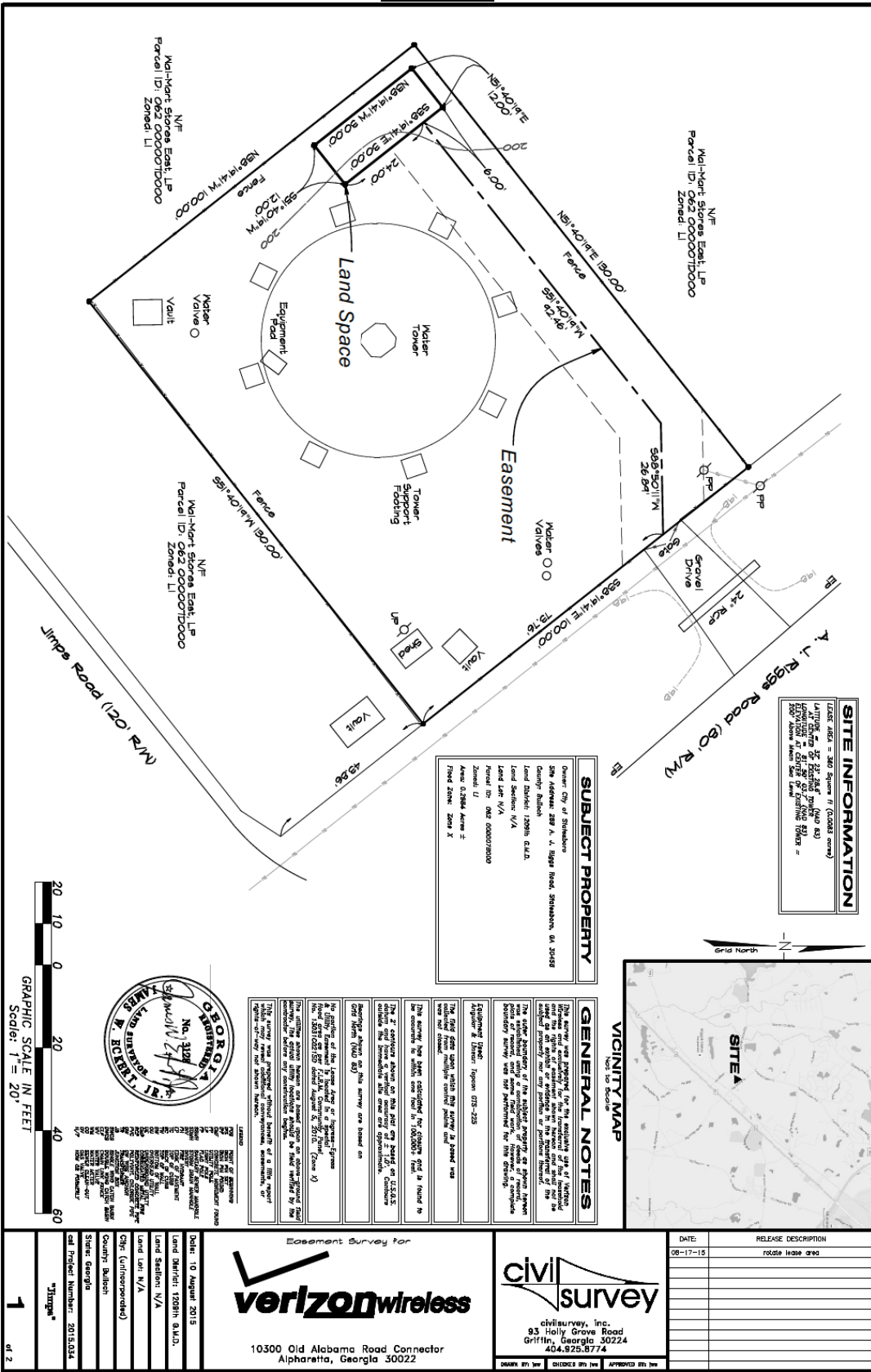
“Easement”

Together with a 20' Ingress-Egress & Utility Easement lying and being in the 1209th G.M.D., Bulloch County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, COMMENCE at a point located on the southwestern right of way of A. J. Riggs Road, said point being 43.86 feet, more or less, as measured along said right of way in a northwesterly direction from the intersection of said right of way with the northwestern right of way of Jimps Road;
Thence running along said right of way, North 38°19'41" West, 73.76 feet to a point and the true POINT OF BEGINNING;

Thence leaving said right of way and running, South 88°50'11" West, 26.89 feet to a point;
Thence, South 51°40'19" West, 92.46 feet to the ENDING at a point.

EXHIBIT B



SITE INFORMATION

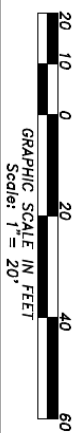
Tract 4525 - 342 Square Feet (0.0082 acres)
 Located at the intersection of Riggs Road (80' RW) and Jirpe Road (120' RW) in the City of Stalder.
 Parcel ID: 062 000007D000
 Zone: LI

SUBJECT PROPERTY

Owner: City of Stalder
 Site Address: 200 A. J. Riggs Road, Stalder, GA 30288
 County: Wilcox
 Land Parcel: 209th S.A.D.
 Land Section: N/A
 Parcel ID: 062 000007D000
 Zone: LI

GENERAL NOTES

The owner and/or engineer of this site warrants that the information provided in this survey is true and correct to the best of their knowledge and belief. The engineer shall be liable for any errors or omissions in the information provided herein. The engineer shall not be responsible for any errors or omissions in the information provided herein. The engineer shall not be responsible for any errors or omissions in the information provided herein.



Easement Survey for
Verizon Wireless
 10300 Old Alabama Road Connector
 Alpharetta, Georgia 30022

CIVIL SURVEY
 civilsurvey, inc.
 93 Holly Grove Road
 Griffin, Georgia 30224
 404.925.8774

DATE:	RELEASE DESCRIPTION:
06-17-15	rolake lease area

Date: 10 August 2015
 Land Parcel: 209th S.A.D.
 Land Section: N/A
 Parcel ID: 062 000007D000
 County: Wilcox
 State: Georgia
 Professional Number: 2015532

**RESOLUTION 2015-49: A RESOLUTION APPOINTING BENJI COLSON TO THE TREE BOARD OF
THE CITY OF STATESBORO**

WHEREAS, Section 76 of Division 3 of the Tree Ordinance of Statesboro, GA provides, in relevant part, that “the Tree Board for the City of Statesboro shall consist of nine members who shall be appointed by the Mayor, a Council Member or the City Manager with the approval of City Council, with consideration for expertise in the areas of administration, urban forestry, conservation, preservation of environmental attributes, horticulture, landscaping, and commercial or private construction.”

WHEREAS, the Mayor and City Council desire to exercise the appointment power provided above;

WHEREAS, the Mayor and City Council agree and affirm that Benji Colson has the background and character that would be helpful to the Tree Board of the City of Statesboro in discharging its responsibilities;

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

Section 1. That Benji Colson is hereby appointed to the Tree Board of the City of Statesboro, Georgia for the term on the Tree Board lasting three years.

Section 2. That this resolution shall be and remain effective from and after its date of adoption.

Adopted this 17th day of November, 2015.

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk



City of Statesboro Volunteer Advisory Board Application

Planning Commission
 Beautification Commission

Tree Board

_____ (insert name)

Name— Mr. / Mrs. / Ms. (circle) BENJI COLSON

Residence—Street Address: 3012 POWELL PLACE
City: STATESBORO State: GA Zip Code: 30458

Mailing address (if different from residence): _____

City: _____ State: _____ Zip Code: _____

Home phone: _____ Business phone: 764 8600 Cell phone: _____

E-mail address: benji.c@edenfieldlaw.com

Additional information— do you live inside the city limits of Statesboro? N^o
If yes, how long? _____

Are you an active registered voter in the Statesboro district? N^o

What is your occupation? lawyer
Employer: Edenfield Cox Bruce & Classens, P.C.
Address: 115 SAVANNAH AVENUE
STATESBORO GA 30458

Related experience—what prior work experience have you had that would help you if you were appointed to this position?
I'm familiar with the municipal code
and have experience working with counties and
municipalities concerning code enforcement.

Briefly describe your present or past involvement in relevant community groups. Having no previous involvement will not disqualify you for appointment.

I am a graduate of Leadership Bulloch, a former member of the Statesboro Downtown Rotary Club, and former president of the Bulloch County bar association.

Have you ever served on a City or County advisory board? No
If yes, when and which board(s):

Do you serve on any other boards or advisory committees in Georgia, or are you an elected or appointed state, county or municipal office holder, or employee: No
If yes, please name the board, position, etc.

Availability—Are you available to attend special meetings, study sessions, or committee meetings in addition to the regularly scheduled meetings? Do you prefer day or evening meetings? Yes
I would prefer day meetings

List the community concerns related to this committee that you would like to see addressed if you are appointed. I'd like to see businesses be required to devote more area to trees

Write a statement as to why you wish to serve on this Volunteer Advisory Board and what experience or training that you have that would be beneficial to this board. Use the back side of this application or attach a statement or resume if desired.

I'm a lawyer and am trained in reading and deciphering codes and legislation. I'm trained in dispute resolution and have some experience dealing with counties and municipalities concerning code enforcement.

Are you willing to commit to a four year term? Yes

Bruce Cook
Signature

9/22/15
Date



City of Statesboro

Public Works & Engineering Department

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMO

To: Robert Cheshire, Deputy City Manager
From: Jason Boyles, Director of Public Works & Engineering
Date: November 9, 2015
Re: Stormwater Utility Ordinance Amendment

Attached is a revision to the stormwater utility ordinance. To clarify some of the language regarding late payment charges I have revised Section 82-271: *Stormwater user fee charge billing; delinquencies and collections; and adjustments* per guidance from the consultant. No other sections of this ordinance have been amended.

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

Attachment

CC: Alvin Leaphart, City Attorney
Sue Starling, City Clerk

**Ordinance 2015-12 An Ordinance Amending Chapter 82, Stormwater Utilities, of the
Statesboro Code of Ordinances**

WHEREAS, the City has previously adopted an ordinance regulating stormwater; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 82 (Stormwater Utilities) of the Code of Ordinances, City of Statesboro, Georgia to ensure efficient and responsive delivery of services:

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 82 (Stormwater Utilities) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by replacing it in full, and shall read as follows:

“ARTICLE VII. STORMWATER UTILITIES”

Section 82-260. Purpose

This Chapter is enacted for the purpose of establishing the Stormwater Utility and Stormwater User Fee System and other provisions relating thereto.

Section 82-261. Findings of Fact

The Mayor and City Council make the following findings of fact:

- (a) The City of Statesboro is authorized by the Georgia Constitution of 1983, including, without limitation, Article IX, Section II, Paragraph III, and O.C.G.A. §36-82-62 to provide stormwater management service systems and facilities throughout the corporate boundaries of the City of Statesboro (hereinafter "the City" or "Statesboro") and to collect fees for provision of those services.
- (b) In promulgating the regulations contained in this section, the City is acting pursuant to authority granted by the Constitution and laws of the State of Georgia and its City Charter to provide for stormwater collection and disposal. A system for the collection, conveyance, storage, treatment and disposal of stormwater provides services to all properties within the City limits.
- (c) Failure to effectively manage stormwater runoff can result in:

- (1) Erosion of lands, which could threaten businesses, residences, and other structures with water damage and may environmentally impair the rivers, streams and other bodies of water within, and downstream of, the City;
 - (2) Adverse affects to the City's sanitary sewer system operations thereby increasing the potential for infiltration and inflow into the sanitary sewer system;
 - (3) Potential degradation of the quality of both surface water and ground water resources.
- (d) The City presently owns and operates stormwater management systems and facilities, which have been developed over many years. The future usefulness and operational function of the existing stormwater management systems and facilities owned and operated by the City, and the additions and improvements thereto, rests on the ability of the City to effectively manage, protect, control, regulate, use, and enhance stormwater systems and facilities within the City in concert with the management of other water resources within the City. In order to do so, the City must have both a stormwater management program as well as an adequate and stable funding strategy for its stormwater management program operation and drainage-related capital improvement needs.
- (e) The City desires to implement a storm water management program to address storm water runoff quality and quantity and to mitigate the impacts of pollution and flooding which may impact the public municipal separate storm sewer system (MS4), private property and downstream receiving waters of the State of Georgia and/or United States.
- (f) Compliance with applicable regulatory obligations, including but not limited to, the City's National Pollution Discharge Elimination System (NPDES) Wastewater Discharge Permit; the National Flood Insurance Program (NFIP); the Georgia Comprehensive Statewide Water Management Plan; the City's Watershed Assessment and Watershed Protection Plan; and other applicable State and Federal water resources related regulations as well as other identified stormwater management program needs will affect the cost of providing stormwater management services, systems and facilities above what is currently being spent for stormwater quality management, drainage system maintenance, flood plain management, capital drainage projects and other stormwater management program activities.
- (g) The cost of operating and maintaining the City's stormwater management system and the funding of necessary repairs, replacements, improvements and extensions thereof should, to the extent practicable, be allocated in relationship to the services provided by the City's stormwater management

program and the demand imposed by improved property on the City's drainage system and stormwater management program.

- (h) The stormwater management program assessment and financial analysis performed by the City's consultant properly assesses and defines the City's stormwater management program problems, needs, goals, priorities as well as the stormwater management program funding strategy.
- (i) Given the stormwater management program problems, needs, goals, priorities and funding strategy identified in the aforementioned stormwater program assessment and financial analysis, it is appropriate that the City authorize the formation of an organizational and accounting entity dedicated specifically to the management, maintenance, protection, control, regulation, use, and enhancement of storm water management services, systems, and facilities within the City in concert with other water resources management programs. Therefore, it is appropriate for the City to establish a Stormwater Utility and impose a stormwater user fee charge upon all improved/developed properties that may discharge, directly or indirectly, into the public MS4 and stormwater conveyance system, whether the property is private or public in nature.
- (j) Stormwater management is applicable and needed throughout the incorporated areas of the City. While specific service and facility demands may differ from area to area at any given point in time, a stormwater management system and service area encompassing all lands and water bodies within the incorporated areas of the City is appropriate given the present and future needs of the City.
- (k) The stormwater management services rendered may differ depending on many factors and considerations, including but not limited to location, demands and impacts imposed on the stormwater management systems and programs, and risk exposure. It is practical and equitable to allocate the cost of stormwater management among the owners and/or tenants of improved properties in proportion to the demands the properties impose on the City's stormwater management systems and facilities which result in services to such properties and the owners and/or tenants thereof. The fair and equitable apportionment of costs via the stormwater user fee charge correlates to the stormwater management services provided to that property and the runoff demand that the property imposes on the public drainage system and the City stormwater management program.
- (l) Stormwater management needs in the City include, but are not limited to, protection of the public health, safety, and welfare of the community. Provision of stormwater management services renders and/or results in both a service to customers and benefit to all properties, property owners, citizens,

and residents of the City in a variety of ways although the benefits may be indirect or immeasurable.

- (m) A stormwater management program provides the most practical and appropriate means of properly delivering stormwater management services throughout the City. The imposition of a stormwater user fee charge is the most equitable means to allocate the costs to users of the stormwater management services and to generate revenue to implement the defined level of service for the City's stormwater management program.
- (n) The presence and amount of impervious surfaces on each improved property is the most important factor influencing the stormwater runoff contribution of that property; the corresponding demand the property imposes on the stormwater management program; and the cost of providing stormwater management services to that property by the City. Therefore, the amount of impervious surface on each property is the most significant parameter for calculating a periodic stormwater user fee charge; and the City deems it appropriate to impose a stormwater user fee charge upon all improved properties that may discharge, directly or indirectly, into the public drainage system whether the property is private or public in nature.
- (o) A schedule of Stormwater Utility user fee charges based primarily on the amount of impervious surface located on each improved property is the most appropriate and equitable means of allocating the cost of stormwater management services throughout the City. Stormwater Utility user fee charges may be designed with specific modifiers to further enhance customer equity, as well as customer understanding of the user fee charge rate structure, while at the same time minimizing the City's customer account management and maintenance efforts.
- (p) Stormwater Utility user fee charges may be supplemented by other funding which addresses specific needs, including, but not limited to, special district service fees, General Fund allocations, revenue bonds, use of proceeds from special purpose local option sales taxes (SPLOST) and other forms of revenue, as deemed appropriate by the Mayor and City Council.
- (q) The existence of privately owned and maintained on-site stormwater control facilities, activities or assets which reduce, or otherwise mitigate, the impact of a particular property on the City's stormwater management program, and the Stormwater Utility's cost of providing stormwater management services and/or stormwater management systems and facilities, should be taken into account to reduce the user fee charge on that property in the form of a credit, and such credit should be conditioned upon continuing provision of such services, systems, facilities, activities or assets in a manner complying with the standards and codes as determined by the Stormwater Utility. Credits for

privately owned and maintained stormwater management systems, facilities, activities or assets shall be generally proportional to the affect that such systems have on the reduction and mitigation of the stormwater runoff impacts from the property.

- (r) It is required that the revenue proceeds from all user fee charges for stormwater management services, systems or facilities, together with any other supplemental revenues raised or otherwise allocated specifically to stormwater management services, systems or facilities, be dedicated solely to those purposes. Such user fee revenue proceeds, and other supplemental revenues, shall be deposited into the City of Statesboro Stormwater Utility Enterprise Fund. The user fee proceeds and other supplemental revenues shall remain in the enterprise fund, and be dispersed only for stormwater management capital improvements, facilities, equipment, operating and non-operating costs, lease payments, debt service payments, or other indebtedness related to the stormwater management program.
- (s) In order to protect the health, safety and welfare of the public, the governing authority of Statesboro hereby exercises its authority to establish a Stormwater Utility, as the best available means of addressing the foregoing stormwater management program needs and priorities. By means of this Ordinance, the City will enact a stormwater user fee rate structure and a procedure for the establishment of a user fee charge billing rate related to the provision of stormwater management services.

Section 82-262. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Act* means and refers to the Clean Water Act codified at 33 U.S.C. § 1251, *et seq*, and the rules and regulations promulgated by the United States Environmental Protection Agency pursuant thereto.
- (b) *Credit* means a reduction in the amount of a customer's stormwater user fee charge in recognition of a customer's efforts to mitigate the stormwater runoff impact that developed property has on the City stormwater management services and systems, and/or the efforts of a customer to offset the City's cost for implementation of stormwater management program related activities.

- (c) *Customers of the Stormwater Utility* shall include all persons, properties, and entities serviced by and/or benefitting from the services provided by the City's stormwater management program and the Stormwater Utility. These services include, but are not necessarily limited to, the Stormwater Utility's administration, management, maintenance, expansion, and improvement of the stormwater management systems for the handling and disposal of stormwater runoff from private and public properties, and the regulation of the public and private stormwater management systems, controls, facilities, and activities.
- (d) *Dwelling Unit* shall mean a structure, regardless of the type or method of construction, which contains one (1) or more bedrooms, a bathroom, and cooking facilities, designed for occupancy by a one or more person(s) regardless of relationship, living as a single-family unit.
- (e) *Enterprise fund* means a fund used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing authority is that the cost of providing services to the public on a continuing basis be financed or recovered primarily through user charges.
- (f) *Equivalent Residential Unit (ERU)* means the stormwater user fee charge billing unit increment related to the median horizontal impervious surface area footprint of 3,200 square feet for a typical single family dwelling unit within the City.
- (g) *Fiduciary Fund* means a trust or agency fund used to account for assets held by a local government in a trustee capacity.
- (h) *Hydrologic Response* defines the manner and means whereby stormwater runoff collects, remains, diverts, infiltrates, and is conveyed from a property. Hydrologic Response is dependent on several factors including, but not limited to, the presence of impervious surface, the parcel's size, the parcel's shape, the parcel's topography, the parcel's vegetative canopy, the parcel's groundwater characteristics, the parcel's on-site operations, the parcel's stormwater controls, the parcel's antecedent moisture as well as the parcel's geologic and hydro-geologic characteristics.
- (i) *Impervious area* shall mean and have the same definition as impervious surface.
- (j) *Impervious surface* means those areas which prevent or impede the infiltration of stormwater into the soil in the manner in which it entered the soil, in natural conditions, prior to development and causes stormwater runoff to collect, concentrate or flow in a manner materially different from what would occur if the land were in an unaltered/undeveloped natural condition.

Common impervious surfaces include, but are not limited to, rooftops, buildings or structures, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, awnings and other fabric or plastic coverings, and other surfaces such as compacted soil and gravel, which prevent or impede the natural infiltration of stormwater runoff which existed prior to development.

- (k) *Improved property (or developed property)* means property altered from its natural state by construction or installation of more than five hundred (500) square feet of impervious surfaces.
- (l) *Manufactured Home Park* means a common development (with a single property owner or entity) of more than one factory-built or pre-fabricated housing structures that have been partially or entirely assembled at another location and moved into the development.
- (m) *Multi-Family Residential (MFR) Property* means developed property containing more than two dwelling units in or attached thereto, situated upon a single lot of record. MFR properties shall not include improved property containing structures used primarily for non-residential purposes and as defined herein or vacant/undeveloped property.
- (n) *Non-Single Family Residential (NSFR) Property* shall mean a developed parcel of land that consists of various non-residential land uses including, but not limited to: (1) multi-family, commercial (including mixed commercial & residential), office/institutional, public, transportation, industrial, manufacturing and storage buildings and facilities; (2) parking lots, parks, public and private schools, universities and hospitals; (3) streets, roads, water and wastewater treatment plants; and (4) any other form of use not specifically defined as a single family residential property (SFR).
- (o) *Non-Single Family Residential (NSFR) Customer* shall mean a utility customer whose property meets the definition of NSFR whether such customer is the owner of the parcel or a tenant of the owner.
- (p) *Parcel* shall mean a designated parcel or tract, established by plat, subdivision, or as otherwise permitted by law, to be separately owned, used, developed, or built upon.
- (q) *Partial impervious surface* shall mean those areas which allow for limited infiltration of rainfall and surface water runoff into the soil in the manner that is more similar to natural conditions than “impervious surface” as defined above. Partial impervious surfaces influence and affect stormwater runoff such that the runoff is collected, concentrated and/or flows in a manner that is materially different from what would occur if the land were in an unaltered natural condition. Common partial impervious surfaces include, but are not limited to, compacted gravel and/or compacted soils.

- (r) *Private stormwater management systems and facilities* shall mean those natural and manmade channels, swales, ditches, rivers, streams, creeks, branches, reservoirs, ponds, drainageways, inlets, catch basins, pipes, headwalls, storm drains, lakes and other physical works, properties and improvements which transfer, control, convey or otherwise influence the movement of stormwater runoff or water quality, for which operation and maintenance is the responsibility of the owner or successor or assignee thereof, and which have not been conveyed or dedicated to the City for future maintenance.
- (s) *Public stormwater management systems and facilities (or the City's Municipal Separate Storm Sewer System)* shall mean that portion of the drainage system consisting of natural and/or man-made structures, within the political boundaries of the city which channel or convey storm water from its point of collection to a point of discharge, owned by the City, over which the City has a legal right of access, have been formally dedicated to and accepted by the City for maintenance, or over which the City exercises dominion and control.
- (t) *Service area* means the entire land area within the corporate limits of the City.
- (u) *Single-Family Residential (SFR) Property* means developed property containing one residential structure with no more than two dwelling units in or attached thereto, situated upon a single lot of record. Improved property may be classified as SFR even if supplemental accessory structures are present such as garages, carports, storage buildings, guesthouses, servants or caretakers quarters, cottages or barns, or the presence of a commercial use within the residence, as long as such use does not result in significant additional amounts of impervious surfaces, as determined by the governing body or its designee. SFR properties shall not include improved property containing structures used primarily for non-residential purposes and as defined herein; manufactured homes located within manufactured home parks where the land is owned by someone other than the owners of the manufactured homes; residential condominium developments with more than two units; or vacant/undeveloped property.
- (v) *Single-family Residential (SFR) Customer* means a utility customer of the City residing in a dwelling unit whether such customer is the owner of the dwelling unit or a tenant of the owner of the dwelling unit.
- (w) *Stormwater management services* mean all water quality and water quantity related services provided by the City which relate to the following:
 - (1) Transfer, control, conveyance or movement of stormwater runoff through the incorporated portions of the City;
 - (2) Maintenance, repair and replacement of existing stormwater management systems and facilities;

- (3) Planning, development, design and construction of additional stormwater management systems and facilities to meet current and anticipated needs;
 - (4) Regulation of the use of stormwater management services, systems and facilities; and
 - (5) Compliance with applicable State and Federal stormwater management regulations and permit requirements;
 - (6) Other services as deemed appropriate by the City.
- (x) *Stormwater management systems and facilities* mean those natural and manmade channels, swales, ditches, rivers, streams, creeks, branches, reservoirs, ponds, drainage ways, inlets, catch basins, pipes, headwalls, storm sewers, public streets, curbs and gutters, lakes and other physical works, properties and improvements which transfer, control, convey, detain, retain, treat or otherwise influence the movement of stormwater runoff.
 - (y) *Stormwater Utility Manager* means the person appointed by the City Manager to administer the provisions of this article.
 - (z) *Stormwater user fee charge* means the periodic user fee charge for the provision of stormwater management services imposed pursuant to this Article of the Statesboro Stormwater Utility Ordinance. This term shall exclude special charges to the owners and/or tenants of particular properties for services, systems or facilities related to stormwater management, including, but not limited to, charges for development plan review, inspection of development projects, post-construction maintenance and inspection of existing facilities, on-site stormwater control systems and other stormwater management related services provided by Statesboro for which a corresponding fee is collected for the service rendered.
 - (aa) *Undeveloped Land* means land in its unaltered natural condition or which is modified to such a minimal degree as to have a Hydrologic Response comparable to land in an unaltered natural condition shall be deemed undeveloped. For purposes of this Article, Undeveloped Land includes property altered from its natural condition by the existence and/or installation of five hundred (500) square feet or less of Impervious Surface.
 - (bb) *User* is defined as any person who uses property, which maintains connection to, discharges to, or otherwise receives stormwater management services from the City.

**Section 82-263.
Established**

Stormwater Utility and Enterprise Fund

- (a) There is hereby established a Stormwater Utility to be known as the City of Statesboro Stormwater Utility, which shall be responsible for stormwater management services throughout the incorporated area of the City, and which shall provide for the management, protection, control, regulation, use and enhancement of the City's stormwater management systems and facilities and stormwater management program services.
- (b) There is hereby established a Stormwater Utility Enterprise Fund in the City accounting systems for the purpose of dedicating and protecting all funding generated by the Stormwater Utility user fee charge to the operation of the stormwater management program and Stormwater Utility, including, but not limited to, rates, charges, and fees as may be established by the Mayor and City Council from time to time, and other funds that may be allocated to the Stormwater Utility. Such Fund shall be both an Enterprise fund and a Fiduciary fund, consistent with the definitions within this article.
- (c) All revenues and receipts generated from the storm water user fee charges shall be segregated and placed into the Stormwater Utility Enterprise Fund in trust, and be expended solely for stormwater management purposes; provided, however, such fund may also pay a reasonable allocation of costs provided to the Stormwater Utility by the City's General Fund, or other utilities of the City, in order to account for application overhead costs. Stormwater Utility user fee charge revenue shall be used only for the operating expenses and/or capital investments of the Stormwater Utility. However, other forms of revenue and/or financial resources, not accounted for in the Stormwater Utility user fee revenue, may be allocated as deemed appropriate by the City, to provide supplemental funding to the stormwater management program and stormwater management services.
- (d) Under the supervision and oversight of the City Manager, the City shall place responsibility with the Stormwater Utility Manager for operation, maintenance and regulation of the Stormwater Utility and stormwater management systems and facilities owned and operated, or maintained by the City, and other related assets, including, but not limited to, properties, other than road rights-of-way, upon which such stormwater management systems and facilities are located, easements, rights-of-entry and access and certain equipment used solely for stormwater management.

Section 82-264. Stormwater Utility Service Area

- (a) There shall be one Stormwater Utility service area in the City which shall encompass the municipal boundaries of Statesboro. The City has established that all developed parcels within the municipal boundaries receive stormwater management program services from the City. Improved/developed properties within the defined service area will receive a stormwater user fee charge bill because they contribute stormwater runoff to the public drainage system, are

directly or indirectly connected to the City's drainage system, and/or receive stormwater management services from the City to varying degrees.

Section 82-265. Scope of Responsibility for Stormwater Management Systems and Facilities

- (a) The Stormwater Utility shall provide stormwater management services for existing and proposed public stormwater management systems and facilities as defined in this article, subject to funding availability and policy considerations made in the best interest of the public health, safety and general welfare, and of the environment. Additionally, the Stormwater Utility may accept the responsibility for providing stormwater management services to private stormwater management systems and facilities, acceptance of which conforms to policies established by the Mayor and City Council.
- (b) The City owns in fee simple, or has legal rights established by written agreements, which allow it to operate, maintain, improve, and access those stormwater management systems and facilities which are located:
 - (1) On property owned by, or within the possession and control of, the City
 - (2) Within public rights-of-way of the municipal street system and, where the City has by agreement with the County or State agreed to maintain public roads and highways on the County Road System and/or State Highway System;
 - (3) On private property but within legally dedicated easements granted to, and accepted by, the City;
 - (4) On private property where the City has been granted, by written agreements, rights-of-entry, rights-of-access, rights-of-use or other provisions for operation, maintenance, improvement and access to the stormwater management system facilities located thereon; or
 - (5) On public land which is owned by another governmental entity with whom the City has a written agreement providing for the operation, maintenance, improvement and access to the stormwater management systems and facilities located thereon.
- (c) Operation, maintenance and/or improvement of stormwater management systems and facilities which are located on private or public property not owned by the City, and for which there has been no written agreement granting easements, rights-of-entry, rights-of-access, rights-of-use or other form of dedication thereof to the City for operation, maintenance, improvement and access of such stormwater management systems and facilities shall be and remain the legal responsibility of the property owner and/or tenant, except as otherwise provided for by state and federal laws and regulations.

- (d) The Stormwater Utility may provide periodic inspection, testing, or engineering assessment of privately owned stormwater management systems and facilities to ascertain that said facilities are functioning as designed and approved. After notice to the property owner, the Stormwater Utility may provide for remedial maintenance of said private facilities based upon the severity of stormwater problems and potential hazard to the public health, safety, and welfare and the environment., In cases where such remedial maintenance is required to be performed by the City, the City shall have the right to bill the owner of said private facility for the costs of such maintenance, and impose a lien against the property to enforce collection.
- (e) It is the express intent of this article to protect the public health, safety and welfare of people and property in general, but not to create any special duty or relationship with any person or entity, or to any specific property within or outside the municipal boundaries of the City. The City expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages or equitable remedies upon the City, its elected officials, officers, employees, and agents arising out of any alleged failure or breach of duty or relationship.
- (f) If any permit, plan approval, inspection, or similar act is required by the City as a condition precedent to any land disturbance or construction activity upon property not owned by the City pursuant to this or any other regulatory code, ordinance, regulation or rule of the City, or under federal or state law, the issuance of such permit, plan approval or inspection shall not be deemed to constitute a warranty, express or implied, nor shall it afford the basis for any action, including any action based on failure to permit, negligent issuance of a permit, negligent plan approval, negligent construction of permitted system or facility, or negligent maintenance of any permitted stormwater management system or facility not expressly dedicated to and accepted by the City for further maintenance in an action seeking the imposition of money damages or equitable remedies against the City, its Mayor and City Council members, officers, employees or agents.

Section 82.266. Stormwater Utility Customer Classes.

- (a) The Stormwater Utility shall establish specified customer classes within the service area to reflect differences in impervious surface and stormwater runoff characteristics; stormwater management program services provided by the City to the Stormwater Utility customers; and the respective demand that those customers' properties place on the City stormwater management program and drainage system components. All publicly owned developed properties, other than streets or roads, are subject to the user fee charges on the same basis as private properties. The Stormwater Utility classes will

encompass all developed and undeveloped properties within the City and are defined as follows:

- (1) The Single Family Residential (SFR) Class shall consist of all developed properties classified as SFR customers per the applicable definition.
 - (2) The Non-Single Family Residential (NSFR) Class shall consist of all developed properties classified as NSFR customers per the applicable definition.
 - (3) The Undeveloped Class shall consist of properties classified as undeveloped per the applicable definition.
- (b) Documentation pertaining to the Stormwater Utility customer classes shall be kept on file in the office of the Stormwater Utility Manager for public inspection.

Section 82-267. Stormwater User Fee Charges.

- (a) It shall be the policy of the City that user fee charges for stormwater management services to be provided by the Stormwater Utility in the designated service area shall be equitably derived through methods which have a demonstrable relationship to the varied demands and impacts imposed on the stormwater management services by individual properties and/or the level of service rendered by, or resulting from, the provision of stormwater management services by the City.
- (b) The basis for calculation of the stormwater user fee charge for developed properties within the City is established in this Ordinance. The City shall assign or determine the customer class, amount of impervious area and other pertinent factors as may be needed for the fair, reasonable and equitable allocation of the costs to deliver stormwater management services and to calculate the stormwater user fee charges for developed properties in the City.
- (c) Stormwater user fee charge rates shall be structured so as to be uniform within the customer class, and the resultant user fee charges shall bear a reasonable connection, or rational nexus, to the cost of providing stormwater management services. User fee charge rates shall be in addition to other rates, charges, or fees employed for stormwater management within the incorporated areas of the City as defined herein.
- (d) To the extent practicable, credits against stormwater user fee charges shall be provided for on-site stormwater control systems and activities constructed, operated, maintained and performed to the City's standards by public and private property owners and/or tenants which eliminate, mitigate or

compensate for the impact that the property or person may have upon stormwater runoff discharged to public stormwater management systems and facilities, or to private stormwater management systems and facilities which impact the proper function of public stormwater management systems and facilities.

- (e) The stormwater user fee charges shall accrue beginning June 1, 2015 and be billed in arrears each month to customers.

Section 82-268. Stormwater User Fee Charge Billing Rates

- (a) The Stormwater Utility shall impose a stormwater user fee charge on all developed properties within the service area in accordance with the provisions of this Ordinance. The Stormwater Utility shall apportion the cost of delivering stormwater services to all developed properties based on the demand the property places on the City's stormwater management program, the stormwater services provided by the City and the benefits derived by the property as a result of the provision of services.
- (b) The Mayor and City Council shall establish by resolution the stormwater user fee charge rates, and the billing rates may be modified by the Mayor and City Council from time to time to meet the financial and operational needs of the Statesboro Stormwater Utility. A current schedule of said rates shall be on file in the office of the City Clerk of Statesboro. In setting or modifying such rates, it shall be the goal of the City to establish rates that are fair, equitable and reasonable, and which, together with other funding sources available to the Statesboro Stormwater Utility for services, systems, and/or facilities related to stormwater management are sufficient to support the cost of the stormwater management program, including, but not limited to, the payment of principal and interest on debt obligations, lease payments, operating expenses, capital outlays, non-operating expenses, provisions for prudent reserves and other Stormwater Utility related costs as deemed appropriate by the City.
- (c) Stormwater user fee charges shall be based upon the total number of Equivalent Residential Units (ERUs) associated with developed properties within the City. Each ERU shall correspond to 3,200 square feet of impervious surface.
- (d) Gravel and compacted soil driveways, parking areas, and roads on private property will be considered partial impervious surface and included in the customer's ERU calculation because of the Hydrologic Response characteristics of these materials. However, the total surface area associated with these materials will be calculated at 85% of the total ERUs to reflect the hydrologic response characteristics of these materials.

- (e) Calculation of User Fee Charges. The periodic stormwater user fee charges imposed on all developed properties shall be calculated by multiplying the stormwater user fee billing rate (per ERU) times the number of ERUs for each customer account. The number of ERUs that will be utilized to calculate the user fee charge for each customer account shall be in general accordance with the following:
- (1) SFR Customer Class: Each SFR customer account shall be charged 1.0 ERU per month unless the conditions outlined below applies.
 - i. If two customer accounts are assigned to a SFR property (i.e. a duplex) then each customer account on that parcel will be charged 0.5 ERU per month for billing purposes.
 - (2) NSFR Customer Class: Each NSFR customer shall be charged 1.0 ERU for each 3,200 square feet, or increment thereof, of impervious surface located on the property to establish the total number of ERUs for billing. Fractional ERUs will be rounded to one decimal place to establish the number of ERUs for billing each month.
 - (3) Undeveloped Land Customer Class: Undeveloped land shall be assigned 0 ERUs and will not receive a stormwater user fee bill.

Section 82.269. Stormwater User Fee Charge Exemptions.

- (a) Except as provided in this section or otherwise provided by law, no developed public or private property located in the incorporated area of the City, containing more than 500 square feet of impervious surface, shall be exempt from the stormwater user fee charges. The Stormwater Utility user fee charge is not a tax and no exception, credit, offset, or other reduction in stormwater user fee charges shall be granted based on age, tax status, economic status, race, religion, disability, or other condition unrelated to the Stormwater Utility's cost of providing stormwater management program services and facilities.
- (b) Exemptions to the stormwater user fee charges are as follows:
- (1) Parcels which contain 500 square feet, or less, of impervious surfaces or partial impervious surfaces shall be exempt from stormwater user fee charges.
 - (2) Linear railroad rights-of-way (i.e. tracks, rails, rail bed) outside of the defined rail yard limits shall be exempt from stormwater user fee charges. This exemption is in recognition of routine drainage system maintenance and capital construction activities undertaken by the rail road company associated with rights-of-way and drainage conveyance

systems. However, railroad stations, rail yards, maintenance buildings, and/or other improved property used for railroad operations shall not be exempt from stormwater user fee charges.

- (3) City of Statesboro streets and rights-of-way shall be exempt from stormwater user fee charges. The Stormwater Utility shall not charge the City a user fee charge for the impervious surface associated with City's streets and other impervious surfaces within the rights-of-way of the City's municipal street system. This exemption is granted in consideration of the City allowing the Stormwater Utility to utilize the City's existing streets, curbs, gutters, drainage ways and ditches, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural and man-made, within and owned by the City which controls, diverts, and conveys surface water for the purposes of collecting, diverting, transporting and controlling surface runoff and storm waters. All other developed property owned by the City shall be subject to the imposition of stormwater user fee charges in accordance with this article.
- (4) Bulloch County roads and rights-of-way on the County Road System located within the City limits shall be exempt from stormwater user fee charges inasmuch as Bulloch County has legal responsibility to perform all drainage system maintenance and capital construction activities with respect to such roads and rights-of-way. This exemption is in recognition of the drainage system maintenance and capital construction responsibilities undertaken by Bulloch County. All other developed property owned by Bulloch County that is within the service area shall be subject to the imposition of stormwater user fee charges in accordance with this Ordinance.
- (5) Georgia Department of Transportation (GDOT) highways, Federal Interstates, and rights-of-way on the State Highway System within the City limits shall be exempt from stormwater user fee charges. This exemption is in recognition of routine drainage system maintenance, NPDES regulatory compliance, and capital construction activities undertaken by GDOT in association with GDOT rights-of-way road and drainage conveyance systems. However, offices, maintenance buildings, and/or other developed property used for GDOT purposes shall not be exempt from stormwater user fee charges.
- (6) Publicly owned developed property of the Federal and State governments, their departments, agencies, boards, commissions, and authorities, shall not be exempt from stormwater user fee charges under this article.

Section 82.270. Stormwater User Fee Charge Credits.

- (a) The Stormwater Utility Manager may grant credits or adjustments based on the technical and procedural criteria set forth in the City of Statesboro Stormwater Utility Credit Manual (Credit Manual), which is incorporated into this Ordinance by reference and made a part hereof. Copies of the Credit Manual will be maintained by and made available from the Stormwater Utility Manager.
- (1) Customers may apply for credits and/or adjustments in accordance with the Credit Manual.
 - (2) A stormwater user fee charge credit shall be determined based upon meeting all technical requirements, standards and criteria contained in the Credit Manual. The amount of credit, or reduction of the stormwater user fee charge, shall be in accordance with the criteria contained in the Credit Manual.
 - (3) Any credit allowed against the stormwater user fee charge is conditioned on continuing compliance, including proper future maintenance of the stormwater management systems and facilities with design and performance standards as stated in the Credit Manual and upon continuing provision of the controls, systems, facilities, services, and activities provided, operated, and maintained by the customer. The Stormwater Utility Manager may revoke a credit at any time for noncompliance with applicable standards and criteria as established in the Credit Manual or this Article.
 - (4) In order to obtain a credit, the customer must make application to the City on forms provided by the Stormwater Utility Manager for such purpose, and in accordance with the procedures outlined in the Credit Manual.
 - (5) The application for any credit or adjustment must be in writing and must include the information necessary to establish eligibility for the credit or adjustment, and be in the format described in the Credit Manual. The customer's public utility account must be paid and current prior to review and approval of a Stormwater Utility credit application by the City. Incomplete applications will not be accepted for consideration and processing.
- (b) When an application for a credit is deemed complete by the Stormwater Utility Manager, he shall have 30 days from the date the complete application is received to approve the credit in whole, approve the credit in part, or deny the credit. The Stormwater Utility Manager's decision shall be in writing and will be mailed to the address provided on the adjustment request, and service shall be complete upon mailing. Credits applied for by the customer and approved in whole or in part, shall apply to all stormwater user fee charges in accordance with the terms defined in the Credit Manual.

Section 82-271. Stormwater User Fee Charge Billing; Delinquencies and Collections; and Adjustments.

- (a) Billing. The property owner or utility customer account holder, as identified from City public utility billing database information, Tax Digest and other public records of Bulloch County, shall be obligated to pay the applicable stormwater user fee charge.
- (1) Stormwater user fee charges shall begin to accrue June 1, 2015, and shall be billed in arrears on the customer's monthly public utility bill thereafter beginning in the July 2015 billing cycle.
 - (2) The stormwater user fee charge will be billed and collected on a combined utility bill and collected along with other City utility services from the person in whose name such services have been placed on account with the City. If and when the account is closed or becomes delinquent, the bills for unpaid previous service as well as for current and future service shall be reverted to the property owner.
 - (3) Customers that do not have another utility service shall receive a utility bill with stormwater user fees only or shall be billed via another method and frequency established by the City.
 - (4) The City reserves the right to bill the stormwater user fee charge to either the property owner or the utility customer account holder (i.e. the tenant) as described herein.
 - i. The City shall have the authority to bill the property owner's tenant for the stormwater user fee charge in situations where the tenant has opened an account with the City for public utility services; provided, however, the property owner shall remain ultimately liable for payment of the stormwater user fee charge imposed on the property.
 - ii. The City shall be authorized to bill the landlord or property owner for stormwater services where accurate and equitable apportionment of the user fee charges to multiple accounts on a parcel is not practical as determined by the City, and/or to facilitate efficient billing and collection of customer stormwater user fee charges. For example, the user fee charge for multi-family properties, i.e. properties with more than two (2) units, may be billed to the property owner, landlord or property management company.
 - (5) Frequency of the billing of stormwater user fee charges shall be specified by the Mayor and City Council.
 - (6) Failure of the customer to receive a utility bill or a stormwater user fee charge shall not be justification for nonpayment. Regardless of

the party to whom the bill is initially directed, the property owner of each developed property subject to stormwater user fee charges shall be ultimately obligated to pay stormwater user fee charges and any interest on delinquent stormwater user fee charge payments.

- (7) If a property is unbilled, or if no bill is sent for a particular tract of developed property, the Stormwater Utility may back bill for a period of up to three (3) years, but shall not be entitled to any interest or any delinquency charges during the back billed period.

(b) Delinquencies and Collections.

- (1) The Stormwater Utility user fee charge shall be billed and collected as an integral part of the City's billing for other utility services and the customer may not elect to separate such fee from the remainder of the utility bill for nonpayment. If the customer fails to include payment of the Stormwater Utility user fee charge portion of the utility bill when the utility bill is paid, or otherwise separates the Stormwater Utility user fee charge from the remainder of the bill for nonpayment, the entire billing will be in default notwithstanding any other payment made towards the bill, and, in addition to all other remedies which the City may have for nonpayment, any or all other utility services, including water service, may be terminated on the date printed on the bill in accordance with the procedures established in the City Code of Ordinances for such termination. Acceptance and retention by the City of any portion of the utility bill shall not constitute a waiver of the foregoing provisions.
- (2) All bills not paid by the due date are subject to the late payment charge. In addition, all costs of collection, including attorney's fees and court costs, will be added.
- (3) Unpaid stormwater service fees may also be collected by filing suit to collect on an unpaid account and by using all methods allowed by Georgia law to collect on any civil judgment obtained thereby, including enforcement of any lien resulting from any such judgment. Unless reduced to a judgment and a *writ of fieri facias* issued, the unpaid user fee charge shall not constitute a direct lien against the owner or the property.
- (4) In the event of non-payment and service cut-off, the customer must pay the bill in full, the late payment charge, a cut-off charge if applicable, and pay a deposit if it was either waived, previously refunded, or was used to make the payment, late payment charge, and/or the cut-off charge. The City Manager is authorized to work out a payment plan for customers that demonstrate the ability to pay. Such a payment plan can only be entered into once in a 12-month period.

Failure to meet any payment date of a payment plan shall terminate the payment plan, and the services shall be discontinued.

- (c) Adjustments. The Stormwater Utility Manager shall administer the procedures and standards for the adjustment of the stormwater user fee charge.
- (1) If a customer believes his stormwater user fee charge amount is incorrect, the customer may seek an adjustment of the stormwater user fee charge for the account at any time by submitting the request in writing to the Stormwater Utility Manager and setting forth in detail the grounds upon which relief is sought. The customer's public utility account must be paid and current prior to consideration of an adjustment request by the City.
 - (2) Customers requesting the adjustment shall be required, at their own expense, to provide accurate impervious area and other supplemental information to the Stormwater Utility Manager, including, but not limited to, a survey certified by a registered land surveyor or a professional engineer or as otherwise allowed by the Stormwater Utility Manager. Submittal of this information will be required if the City staff cannot make a determination based on field inspection and/or review of existing City aerial photography. Failure to provide the required information within the time limits established by the Stormwater Utility Manager, as may be reasonably extended, may result in denial of the customer's adjustment request.
 - (3) Once a completed adjustment request and all required information are received by the Stormwater Utility Manager, the Stormwater Utility Manager shall within 30 calendar days render a written decision.
 - (4) In considering an adjustment request, the Stormwater Utility Manager shall consider whether the calculation of the stormwater user fee charge for the account is correct.
 - (5) The Stormwater Utility Manager's decision shall be in writing and will be mailed to the address provided on the adjustment request, and service shall be complete upon mailing.
 - (6) If the result of an adjustment is that a refund is due the applicant, the refund will be applied as a credit on the applicant's next stormwater user fee charge bill.

Section 82-272. Appeals and Hearings

- (a) Appeals. An appeal to the City Manager may be taken by any customer aggrieved by any decision of the Stormwater Utility Manager. The appeal shall be taken within 30 calendar days of the decision of the Stormwater Utility Manager by filing with the City Manager a notice of appeal in writing

specifying the grounds thereof. Upon the filing of the notice of appeal, the Stormwater Utility Manager shall forthwith transmit to the City Manager all documentation constituting the record upon which the decision appealed from was taken.

- (b) Hearings. The City Manager shall fix a reasonable time for hearing the appeal and give written notice to the appellant at least ten (10) calendar days prior to the hearing date. The notice shall indicate the place, date and time of the hearing. The City Manager shall affirm, reverse, affirm in part, or reverse in part the decision of the Stormwater Utility Manager after hearing the evidence. If the decision of the Stormwater Utility Manager is reversed in whole or in part, resulting in a refund or credit due to the property owner or customer, then such refund or credit shall be calculated retroactive to the date of the initial appeal. The decision of the City Manager shall be final, and there shall be no further administrative appeal. Any person aggrieved or dissatisfied with the decision of the City Manager may petition the Superior Court of Bulloch County for *Writ of Certiorari*. “

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, City of Statesboro Code of Ordinances, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 5. This ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading _____

Second Reading _____

The Mayor and City Council of the City of Statesboro, Georgia

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

Ordinance #2015-11
An Ordinance Amending Chapter 2 of the Statesboro Code of Ordinances
(Administration)

WHEREAS, the City has previously adopted an ordinance establishing a police chief position; and;

WHEREAS, that ordinance is outdated as it predates the adoption of the City Manager form of government by the City of Statesboro,

WHEREAS, the governance of the Statesboro Police Department and the Statesboro Fire Department has been established by resolutions adopted at the November 17, 2015 regular meeting of the Mayor and City Council.

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia to ensure efficient and responsive governance:

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. Section 2-101 of Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by replacing it in full, and shall read as follows:

Sec. 2-101. – Reserved.

Section 2. Should any section, subsection, or provision of this ordinance be ruled invalid by a court of competent jurisdiction, then all other sections, subsections, and provisions of this ordinance shall remain in full force and effect.

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

First Reading: November 17, 2015

Second Reading: December 1, 2015

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

**RESOLUTION 2015-46: A RESOLUTION AMENDING THE JOB
POSITION CLASSIFICATION AND COMPENSATION PLAN**

THAT WHEREAS, it is essential to have qualified municipal employees in order to provide reliable services to the citizens of Statesboro; and

WHEREAS, in order to accomplish this the Mayor and City Council previously have adopted a new Job Position Classification and Compensation Plan on June 20, 2006; and

WHEREAS, the City Manager has made a recommendation to reclassify the Director of Public Safety position to a Police Chief position, reclassify the pay grades of the Police Major and Fire Chief and establish the Police and Fire Chief as department heads.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 17th day of November, 2015 as follows:

Section 1. That the Job Position Classification and Compensation Plan, which includes a list of job titles and pay grades; a grade and step pay matrix; and written job descriptions for each position with City government, previously adopted on June 20, 2006, and as subsequently amended, is hereby further amended as follows:

- That the Director of Public Safety is hereby reclassified to a Police Chief position at the pay grade of 26. Job description attached;**
- That the Fire Chief position is hereby reclassified from the pay grade 24 to 25. Job description attached;**
- That the Police Major position is hereby reclassified from to the pay grade of 23 to 24. Job description attached.**
- That the Deputy Fire Chief remains at the pay grade 22. Job description attached.**

Section 2. That the Police Chief and Fire Chief shall be selected, appointed, and classified as department heads as defined in and by the personnel policies; reporting to and under the supervision of the Deputy City Manager and City Manager; Organizational Chart attached.

Section 3. That this resolution shall be and remain in full force and effect from and after its date of adoption.

Passed and adopted this 17th day of November 2015.

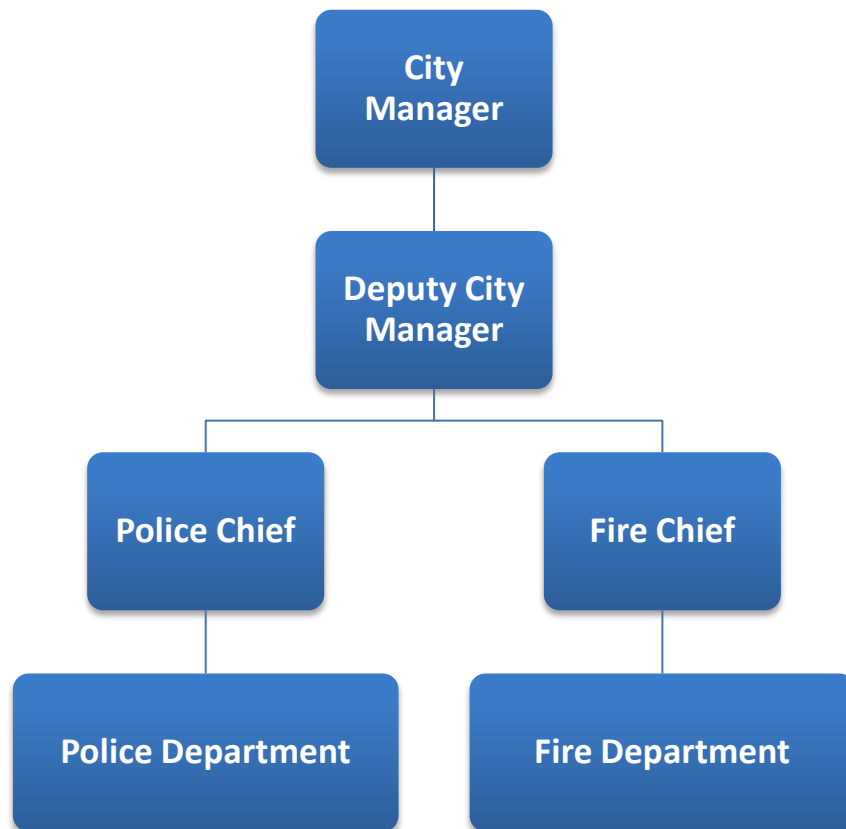
CITY OF STATESBORO, GEORGIA

By: _____
Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk

City of Statesboro

Police / Fire Chief Model



JOB TITLE: Police Chief

DEPARTMENT: Police, City of Statesboro

JOB SUMMARY: This position is responsible for directing the provision of police services for the city government, including coordinating the internal and external activities of the department.

MAJOR DUTIES:

- Directs department operations and administration to ensure the protection of life and property; directs the implementation of plans, policies, and activities.
- Directs and supervises the work of personnel; delegates duties to administrative personnel.
- Establishes controls to ensure that department activities are implemented according to plans and operating procedures.
- Consults with city government officials to determine and plan department services.
- Develops and implements overall department policies and standards of operations, programs, procedures, and regulations.
- Develops and implements short- and long-range goals for the department; establishes priorities for the improvement of law enforcement services.
- Reviews arrest and incident reports for completeness and accuracy; schedules judicial action as warranted.
- Develops the annual budget for the department based on an analysis of projected needs and resources; monitors expenditures under the current budget.
- Directs the maintenance and security of all records and materials associated with department activities.
- Makes periodic public addresses to explain department operations, policies, and objectives.
- Serves as communications liaison with other administrative personnel within the city government.
- Attends City Council and other meetings as necessary.
- Maintains relationships with professional associations and other agencies, boards,

commissions, committees and organizations to further the law enforcement function.

- Provides consultation, direction, and administrative advice in major criminal cases and internal investigations.
- Participates in professional development activities and assures that other department personnel do likewise.
- Supervises trains, directs, counsels, evaluates, and disciplines subordinates.
- Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of relevant federal and state laws and local ordinances.
- Knowledge of the theories, principles, and practices of police administration.
- Knowledge of city and department policies and procedures.
- Knowledge of management and supervisory principles and techniques.
- Knowledge of financial and personnel management.
- Knowledge of budgeting procedures.
- Knowledge of the criminal justice system.
- Knowledge of the geography and population of the city.
- Skill in planning, organizing, analyzing, decision making, and problem solving.
- Skill in gathering and preserving evidence.
- Skill in the use of firearms and other standard and specialized equipment.
- Skill in maintaining records.
- Skill in public and interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS: The City Manager assigns work in terms of department goals and objectives. The work is reviewed through conferences, reports, and observation

of department activities.

GUIDELINES: Guidelines include city and department policies and procedures, federal employment guidelines, court decisions, federal and state laws, and city ordinances. These guidelines require judgment, selection, and interpretation in application. This position develops department guidelines.

COMPLEXITY: The work consists of varied managerial and supervisory duties in police administration. The broad range of decision-making activities required and time constraints contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to plan, direct, and manage the overall provision of police services to the citizens of the city. Successful performance helps ensure the effectiveness of department services, enhances the quality of life for area citizens, and affects the public image of the city.

PERSONAL CONTACTS: Contacts are typically with department personnel, elected officials, support services personnel, judges, attorneys, citizens, suspects, representatives of other law enforcement agencies, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to exchange information, resolve problems, make presentations, motivate and direct employees, settle matters, and provide services.

PHYSICAL DEMANDS: The work is typically performed while sitting, standing, walking, bending, crouching, or stooping. The employee must lift light and heavy objects, use tools or equipment requiring a high degree of dexterity, and distinguish between shades of color.

WORK ENVIRONMENT: The work is typically performed in an office and outdoors. The employee may be exposed to machinery with moving parts, contagious or infectious diseases, and inclement weather. The work requires the use of protective devices.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: This position has direct supervision over a Police Major (1).

MINIMUM QUALIFICATIONS:

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the sub-units in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.

- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- Ability to meet current requirements set forth in the Georgia Mandate Law Enforcement Training Act/Peace Officer's Standards and Training Act.

DISCLAIMER STATEMENT: This job description lists typical examples of work and is not intended to include every job duty and responsibility specific to a position. An employee may be required to perform other related duties not listed in the job description provided that such duties are characteristic of the position.

JOB TITLE: Police Major

DEPARTMENT: Police, City of Statesboro

JOB SUMMARY: This position is responsible for overseeing the operations of the Department. In addition, this is a sworn position that may require the ability to perform basic patrol officer functions.

MAJOR DUTIES:

- Performs the duties of and serves as acting Police Chief in his/her absence.
- Assists the Police Chief with development of the annual Department budget; monitors expenditures under the current budget.
- Coordinates prosecution of cases with proper legal authorities.
- Assist in conducting internal investigations regarding complaints of improper conduct or activities.
- Directs and assists in supervising, training, counseling, evaluating, promoting, and disciplining investigative personnel.
- Reviews and analyzes bureau operations for efficiency and effectiveness; adjusts assignments as necessary.
- Assists personnel with handling complex or unusual situations and personnel matters. Disseminates work assignments and procedural changes to Commanders of the Patrol, Investigations, Support Services and Training Bureaus.
- Reviews and authorizes criminal case reports in preparation for trial. Prepares press releases as appropriate.
- Responds to citizen complaints; recommends corrective action. Testifies in court as needed.
- Oversees maintenance of Department vehicles and equipment; determines availability of equipment and vehicles.
- Maintains Department files and records.
- Makes speeches explaining Department operations, activities, and objectives as necessary.
- Writes reports.
- Serves as liaison between the Department and other City Departments. Assists other law

enforcement officers and agencies as needed.

- Informs personnel of changes in Department operations, policies, and procedures. Attends training classes.
- Is the department's liaison to the Statesboro-Bulloch County Crime Suppression Team.
- Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of police administration principles and practices.
- Knowledge of criminal investigation techniques and procedures.
- Knowledge of interviewing and interrogation techniques.
- Knowledge of growth and crime patterns and trends in the city and surrounding area.
- Knowledge of federal, state, and local laws, city ordinances, criminal and traffic laws, and Department policies and procedures.
- Knowledge of the boundaries and geography of the city. Knowledge of management and supervisory techniques.
- Knowledge of the criminal justice system and court procedures. Skill in planning and organizing work.
- Skill in decision-making and problem solving.
- Skill in the use of firearms, standard office equipment, and other standard and specialized equipment.
- Skill in maintaining files and records. Skill in interpersonal relations.
- Skill in obtaining and preserving evidence. Skill in oral and written communication.

SUPERVISORY CONTROLS: The Police Chief assigns work in terms of very general instructions. Completed work is spot-checked for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES: Guidelines include state and federal laws, city ordinances, and Department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY: The work consists of varied administrative and supervisory duties.

SCOPE AND EFFECT: The purpose of this position is to supervise all operations and assist the Police Chief. Successful performance helps ensure efficient Department operations and enhances the public image of the Department.

PERSONAL CONTACTS: Contacts are typically with co-workers, other City employees, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, provide services, motivate or influence personnel, and settles matters.

PHYSICAL DEMANDS: The work is typically performed while sitting, standing, walking, bending, crouching, or stooping. The employee must occasionally lift light objects, use tools or equipment requiring a high degree of dexterity, and distinguish between shades of color.

WORK ENVIRONMENT: The work is typically performed in an office, in a vehicle, or outside. The employee is exposed to dust, dirt, machinery with moving parts, contagious or infectious diseases, and inclement weather. The work may require the use of protective devices.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: This position has direct supervision over the Patrol Bureau Commander, Investigations Bureau Commander, Support Services Commander and (1) Administrative Assistant.

MINIMUM QUALIFICATIONS:

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Sufficient experience required to understand all objectives and functions of each Bureau within the Department. Usually requires three to five years of related experience.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- Ability to meet current requirements set forth in the Georgia Mandate Law Enforcement Training Act/Peace Officer's Standards and Training Act.

DISCLAIMER STATEMENT: This job description lists typical examples of work and is not intended to include every job duty and responsibility specific to a position. An employee may be required to perform other related duties not listed in the job description provided that such duties are characteristic of the position.

JOB TITLE: Fire Chief

DEPARTMENT: Fire, City of Statesboro

JOB SUMMARY: This position is responsible for the management and operation of the City of Statesboro Fire Department, including long- and short-term planning and the management of human and fiscal resources.

MAJOR DUTIES:

- Plans, directs, and coordinates city-wide fire services, including fire prevention and suppression and support services.
- Develops and implements department policies and procedures.
- Manages the human resources of the department, including assigning duties and evaluating, counseling, training, and disciplining department personnel; maintains personnel files.
- Ensures the enforcement of local fire safety codes and ordinances.
- Communicates policies to and reviews policies with personnel in order to ensure compliance with the merit system, department rules and regulations, and state and federal laws.
- Communicates and reviews policies to ensure compliance with Insurance Services Office (ISO) grading schedule; develops and implements plans to lower ISO classification.
- Prepares department budget, monitors expenditures, and approves department requisitions.
- Oversees maintenance and repair of firefighting apparatus and equipment.
- Develops capital improvement budget in order to retain or upgrade ISO rating.
- Attends budget meetings and public hearings.
- Oversees investigation of fire causes.
- Coordinates various safety programs for the city government.
- Coordinates and supervises fire service activities with other emergency services during disasters and at fire scenes.

- Prepares correspondence, proposals, rules and regulations, policies, and various reports.
- Represents the Fire Department at public functions and makes fire prevention presentations to business, civic, church, school, and government organizations.
- Prepares and presents information for media release.
- Attends training seminars, workshops, conferences, and conventions.
- Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of local ordinances, department rules and regulations, and local, state and federal fire codes.
- Knowledge of fire prevention and suppression techniques.
- Knowledge of accounting and budgeting practices.
- Knowledge of planning and purchasing practices.
- Knowledge of hazardous materials.
- Knowledge of ISO grading schedules.
- Knowledge of fire investigation techniques.
- Skill in management and supervision in both routine and emergency situations.
- Skill in the use of such office equipment as a computer, facsimile machine, and copier.
- Skill in the operation of fire suppression equipment.
- Skill in decision making and problem solving.
- Skill in public and interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS: The City Manager assigns work in terms of department goals and objectives. The work is reviewed through conferences, reports, and observation of department activities.

GUIDELINES: Guidelines include local, state, and federal fire codes and laws, local ordinances, ISO grading schedule, and department rules and regulations. These guidelines require judgment, selection, and interpretation in application. This position develops department guidelines.

COMPLEXITY: The work consists of varied managerial, supervisory and administrative duties. The need to handle daily administrative duties while remaining ready to respond to emergency calls contributes to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to ensure the orderly and efficient day-to-day operation of fire protection services to the community. Successful performance helps ensure protection for life and property and contributes to community well-being and lower insurance rates.

PERSONAL CONTACTS: Contacts are typically with all fire personnel, other city employees, state officials, other department heads, civil defense officials, emergency medical service personnel, members of the business community, utility providers, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give or exchange information, resolve problems, provide services, motivate personnel, and interrogate persons.

PHYSICAL DEMANDS: The administrative aspect of this position is typically performed while sitting at a desk. Fire scene command involves physical and mental stress, and the employee may be required to lift light and heavy objects, climb ladders, use tools or equipment requiring a high degree of dexterity, and distinguish between shades of color.

WORK ENVIRONMENT: The work is performed primarily in an office, except while at a fire scene, where the employee may be exposed to machinery with moving parts, irritating chemicals, and inclement weather. The work requires the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: The position has direct supervision over a Deputy Fire Chief (1).

MINIMUM QUALIFICATIONS:

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.

- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- Ability to meet current requirements set forth by the National Fire Protection Association and the Georgia Firefighter Standards and Training Act.

DISCLAIMER STATEMENT: This job description lists typical examples of work and is not intended to include every job duty and responsibility specific to a position. An employee may be required to perform other related duties not listed in the job description provided that such duties are characteristic of the position.

JOB TITLE: Deputy Fire Chief

DEPARTMENT: Fire, City of Statesboro

JOB SUMMARY: This position is responsible for protecting the lives and property of citizens by supervising and managing the divisions found within the Statesboro Fire Department to include both routine and emergency situations, as well as for performing assigned administrative tasks.

MAJOR DUTIES:

- Performs the duties of and serves as acting Fire Chief in his/her absence.
- Assist the Fire Chief with Planning, directing, and coordinating city-wide fire services, including fire prevention, training, and suppression and support services.
- Assist the Fire Chief with the development of department policy and procedures.
- Assist the Fire Chief with communicating and reviewing policies with personnel in order to ensure compliance with the merit system, department rules and regulations, and state and federal laws.
- Assist the Fire Chief with Preparation of department budget, monitor expenditures, and approved department requisitions.
- Manages maintenance and repair of firefighting apparatus and equipment.
- Assist the Fire Chief with capital improvement budget in order to retain or upgrade ISO rating.
- Directly supervises the day to day operations of the Department.
- Coordinates various safety programs for the Department.
- Assist the Fire Chief with coordinating and supervising fire service activities with other emergency services during disasters and at fire scenes.
- Prepares correspondence, proposals, rules and regulations, policies and various reports.
- Represents the Fire Department at public functions and makes fire prevention presentations to business, civic, church, school and government organizations.
- Attends training seminars, workshops, conferences and conventions.

- Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of local ordinances, department rules and regulations, and local, state and federal fire codes.
- Knowledge of fire prevention and suppression techniques.
- Knowledge of accounting and budgeting practices.
- Knowledge of planning and purchases practices.
- Knowledge of Hazardous Materials.
- Knowledge of ISO grading schedule.
- Knowledge of fire investigation techniques.
- Skill in management and supervision in both routine and emergency situations.
- Skill in the use of such office equipment as a computer, facsimile machine and copier.
- Skill in operation of fire suppression equipment.
- Skill in decision making and problem solving.
- Skill in public and interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS: The Fire Chief assigns work in terms of department goals and objectives. The work is reviewed through conferences, reports, and observation of department activities.

GUIDELINES: Guidelines include local, state and federal fire codes and laws, local ordinances, ISO grading schedule, and department rules and regulations. These guidelines require judgment, selection, and interpretation in application. This position assists with developing department guidelines.

COMPLEXITY: The work consists of varied managerial, supervisory and administrative duties. The need to handle daily administrative duties while remaining ready to respond to emergency calls contributes to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to ensure the orderly, efficient and consistent day-to-day operation of fire protection services to the community. Successful performance helps ensure protection for life and property and contributes to community well-being and lower insurance rates.

PERSONAL CONTACTS: Contacts are typically with all fire personnel, other city employees, state officials, other department heads, civil defense officials, and emergency medical service personnel, members of the business community, utility providers, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give or exchange information, resolve problems, provide services, motivate personnel, and interrogate persons.

PHYSICAL DEMANDS: The administrative aspect of this position is typically performed while sitting at a desk. Fire scene command involves physical and mental stress, and the employee may be required to lift light and heavy objects, climb ladders, use tools or equipment requiring a high degree of dexterity, and distinguish between shades of color.

WORK ENVIRONMENT: The work is performed primarily in an office, except while at an incident scene, where the employee may be exposed to machinery with moving parts, irritating chemicals and inclement weather. The work requires the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY: The position has direct supervision over the Shift Commanders/Battalion Chiefs. This position also has indirect supervision over all personnel within the department other than the Fire Chief.

DESIRED MINIMUM TRAINING/EDUCATIONAL REQUIREMENTS:

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- Ability to meet current requirements set for the by the National Fire Protection Association and the Georgia Firefighter Standards and Training Act.

- Knowledge and level of competency commonly associated with the completion of specialized training in the field of work, in addition to basic skills typically associated with a high school diploma.

DISCLAIMER STATEMENT: This job description lists typical examples of work and is not intended to include every job duty and responsibility specific to a position. An employee may be required to perform other related duties not listed in the job description provided that such duties are characteristic of the position.

**RESOLUTION 2015-47: A RESOLUTION AMENDING THE JOB
POSITION CLASSIFICATION AND COMPENSATION PLAN**

THAT WHEREAS, it is the mission of the City Statesboro to provide the most responsive, efficient and progressive public services so that our residents, businesses and visitors can enjoy the highest quality of life Statesboro has to offer; and

WHEREAS, the City Manager has made a recommendation to dissolve the Department of Public Safety; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 17th day of November, 2015 as follows:

Section 1. That the Department of Public Safety is hereby dissolved and that any reference to the Department of Public Safety in the record would now refer to, where applicable, the Statesboro Police Department or Statesboro Fire Department.

Section 2. That this resolution shall be and remain in full force and effect from and after its date of adoption.

Passed and adopted this 17th day of November 2015.

CITY OF STATESBORO, GEORGIA

By: _____
Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk

RESOLUTION 2015-45: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE CITY OF STATESBORO SCHEDULE OF FEES, RATES, AND FINES FOR FISCAL YEAR 2016.

THAT WHEREAS, the City Council viewed and approved the first City of Statesboro Schedule of Fees, Rates, and Fines that incorporates all departments inclusive for Fiscal Year 2016.

WHEREAS, it is required by the departments to uphold the policy and pricing as laid out within the document as the standard.

WHEREAS, the Mayor and City Council have reviewed a proposed First Amendment to the Schedule of Fees, Rates, and Fines from the City Manager that includes corrections to definitions as well as previously established fees inadvertently left out of departments.

WHEREAS, the Mayor and City Council wish to adopt this First Amendment for Fiscal Year 2016;

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

Section 1. That the proposed changes to the Schedule of Fees, Rates, and Fines, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Amendment for the City's Fiscal Year 2016 Schedule of Fees, Rates, and Fines..

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 17th day of November, 2015.

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

ATTACHMENT #1

FY 2016 FIRST SCHEDULE OF FEES, RATES AND FINES AMENDMENT

- Page 4: Change Pawn Shop License Fee to \$275 from \$250; change Pawn Shop Additional Location Fee to \$250 from \$275.
- Page 9: Correction to Account Establishment Fee: FY 2015 should be \$30 and FY 2016 \$40.
Correction to Standard Service Fee for all customer types: FY 2015 should be \$25 and FY 2016 should be \$30.
Correction to Seasonal Gas Reconnect Fee: FY 2015 should be \$55 and FY 2016 \$70.
- Page 11: Add: Sanitation Polycart Deposit FY 2015 \$35 and FY 2016 \$35.
- Page 14: Change Residential to Industrial in the note.
- Page 16: Change Residential to Industrial in the note.
- Page 20: Add: Water Deposit FY 2015 \$85 and FY 2016 \$85.
Irrigation Deposit FY 2015 \$85 and FY 2016 \$85.
Return Check Fee FY 2015 \$35 and FY 2016 \$35.
- Page 20: Insert "Return Trip Service Fees" under "Water Service Fee"

Add the following language for late payments:

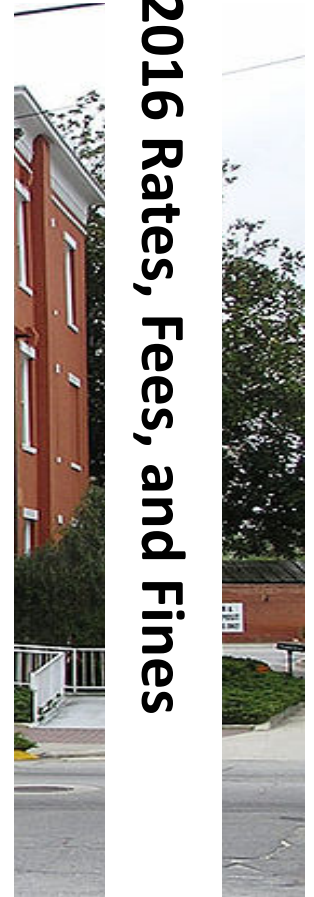
The late payment charge referenced in Section 66-6(e) of the solid waste ordinance, in Section 82-38(b) of the natural gas utility ordinance, and in Section 82-70 (b) of the water service utility ordinance and in Section 82-271 of the stormwater ordinance shall be 10% of the outstanding balance.

Unless otherwise agreed to in writing by an obligor or otherwise provided for by general law or ordinance, obligations for the payment of money to City that arise out of a transaction to sell or furnish, or the sale of, or furnishing of, goods or services by the city to an obligor are commercial accounts, and shall be assessed the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16. However, utility accounts that are assessed a 10% late charge shall not be charged the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16.



City of Statesboro Finance Department

FY 2016 Rates, Fees, and Fines



This document includes a listing of FY 2016 Schedule of rates, fees and fines.

City of Statesboro
50 East Main Street
912-764-5468

RESOLUTION 2015-23: A RESOLUTION ADOPTING THE STATESBORO
SCHEDULE OF RATES, FEES AND FINES

THAT WHEREAS, the City Council viewed and approved the City of Statesboro Schedule of Rates, Fees and Fines that incorporates all departments inclusive.

WHEREAS, it is required by the departments to uphold the policy and pricing as laid out within the document as the standard.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia this 16th day of June, 2015 as follows:

Section 1. That the document entitled "City of Statesboro Schedule of Fees, Rates and Fines for FY2016", attached hereto and incorporated into this Resolution by reference, is hereby adopted and approved as the fees, rates and fines authorized bot be charged by each department.

Section 2. That any provision of any ordinance or resolution, or administrative policy in conflict with this schedule is hereby repealed to the extent of any such conflict; and the provision of this Resolution shall take precedence in determining the fees, rates and fines to which they apply.


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

Adopted this 16 day of June, 2015.



City of Statesboro, Georgia


Jan J. Moore, Mayor


Sue Starling, City Clerk



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend
 Amendment

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Engineering Department				
Electrical Permits:* (Per size of service)				
60 to 100 AMP main switch	City Ordinance Sec 1707	\$31.50	\$31.50	> 6 Years
101 to 200 AMP main switch	City Ordinance Sec 1707	\$52.50	\$52.50	> 6 Years
201 to 400 AMP main switch	City Ordinance Sec 1707	\$84.00	\$84.00	> 6 Years
401 to 600 AMP main switch	City Ordinance Sec 1707	\$115.50	\$115.50	> 6 Years
601 to 800 AMP main switch	City Ordinance Sec 1707	\$210.00	\$210.00	> 6 Years
801 to 1200 AMP main switch	City Ordinance Sec 1707	\$315.00	\$315.00	> 6 Years
2101 to 2000 AMP main switch	City Ordinance Sec 1707	\$472.50	\$472.50	> 6 Years
2001 to 4000 AMP main switch	City Ordinance Sec 1707	\$1,050.00	\$1,050.00	> 6 Years
* One permit charge.		\$35.00	\$35.00	> 6 Years
* Each circuit connected in panel (in use) shall be \$3.00 in addition to the above charges.				
* Minimum inspection charges on any job will be \$35.00.				
Plumbing Permits:				
Plumbing permit per fixture charge	City Ordinance Sec 1707	\$6.00	\$6.00	> 6 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 6 Years
HVAC Permits:				
HVAC permit per ton up to 49,999 BTU heating	City Ordinance Sec 1707	\$9.00	\$9.00	> 6 Years
HVAC permit per ton (condensing unit) charge per 50,000 to 100,000 BTU	City Ordinance Sec 1707	\$20.00	\$20.00	> 6 Years
Permit per ton for every additional 100,000 BTU charge	City Ordinance Sec 1707	\$20.00	\$20.00	> 6 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 6 Years
Other Permits:				
Right of Way Encroachment & Street Excavation Permit	City Ordinance Sec 1707	\$35.00	\$35.00	> 6 Years
Land Disturbing Activity Permit per Acre**	City Ordinance Sec 38-105 (c)	\$40.00	\$40.00	> 6 Years
Cemetery Lots				
1 Grave Lot	City Ordinance Sec 26-7	\$1,000.00	\$1,000.00	> 4 Years
2 Grave Lot	City Ordinance Sec 26-7	\$2,000.00	\$2,000.00	> 4 Years
** No application fee				
Protective Inspections Division				
Protective Inspections:				
First Inspection	City Ordinance Sec 1707	\$35.00	\$35.00	> 6 Years
Second Inspection	City Ordinance Sec 1707	\$50.00	\$50.00	> 6 Years
Third Inspection	City Ordinance Sec 1707	\$75.00	\$75.00	> 6 Years
Fourth Inspection and Subsequent Inspections	City Ordinance Sec 1707	\$100.00	\$100.00	> 6 Years
Planning and Development Department				
Building Permits: * * This fee does not include fees for required inspections and plan review.				
Value of Project:	I.R.B.C.; City Ordinance Sec 14-01			
\$1000 and less	No fee, unless inspection is required, in which case a \$35.00 fee for each inspection shall be required.			> 6 Years
\$1000 to \$100,000	\$35.00 for first \$1,000.00 plus \$6.00 for each additional thousand or fraction thereof to, and including, \$100,000.00.			> 6 Years



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend



Amendment

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
\$100,000 to \$500,000				> 6 Years
\$500,000 and up				> 6 Years
Other Permits:				
Subdivision Permit (Commercial & Residential)	City Ordinance Apen. A Sec 1707	\$150.00	\$0.00	> 6 Years
Demolition Permit Per Structure	City Ordinance Apen. A Sec 1707	\$75.00	\$75.00	> 6 Years
Moving Permit Per Structure	City Ordinance Apen. A Sec 1707	\$100.00	\$100.00	> 6 Years
Right of Way Permit	Proposed Ordinance	N/A	\$100.00	New
Zoning Fee Schedule:				
Administrative Variance	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	Nov 2011
Annexation*				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
Special Exception				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$150.00	\$150.00	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
Variance**				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$300.00	\$300.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$350.00	\$350.00	June 16, 2009
Zoning Map Amendment***				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$200.00 + \$2.00 per act	\$200.00 + \$2.00 per acre	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$300.00 + \$2.00 per act	\$300.00 + \$2.00 per acre	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$400.00 + \$2.00 per act	\$400.00 + \$2.00 per acre	June 16, 2009
Wireless Communication Conditional Use				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A	N/A	
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$2,000.00	\$3,000.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$2,000.00	\$3,000.00	June 16, 2009
Wireless Communication Tower maintenance & Upgrade Permit				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A	N/A	
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	N/A	\$50.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	N/A	\$50.00	June 16, 2009
Signs				
New sign/sign modification	City Ordinance Apen. A Sec 1707	\$50.00 + \$1.00 S.F.	\$50.00 + \$1.00 S.F.	June 16, 2009
Wireless Communication Maint & Upgrades	City Ordinance Apen. A Sec 1707	N/A	\$75.00	
Temporary sign or banner	City Ordinance Apen. A Sec 1707	\$50.00	No Fee	June 16, 2009
Other				
Appeal****	City Ordinance Apen. A Sec 1707	\$350.00 + Advertisement Fee	\$150.00 + Advertisement Fee	June 16, 2009
Applicant Request to Table	City Ordinance Apen. A Sec 1707	\$100.00	N/A	June 16, 2009



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend



Amendment

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Article XV Plan Review (Man., Mobile, & Modular Home)	City Ordinance Apen. A Sec 1707	\$250.00	N/A	June 16, 2009
Note	* Applications for annexation at the default R-40 zoning district shall be processed for no fee.			
	** A separate application must be processed for each instance and/or provision in which a variance is requested.			
	*** Fee based on the district being requested. Applications for property proposed to be zoned PUD shall be based on the primary proposed use of underlying base zoning district.			
	**** Appeal fee of \$150.00 (excluding advertisement) refunded if ruling favors applicant.			
	All fees, including surcharges, shall double where application for a permitted activity is made retroactively.			
Subdivisions Fee Schedule:				
Major Subdivisions				
Sketch Plan	City Ordinance Apendix A Art. X	N/A no fee required	N/A no fee required	June 16, 2009
Preliminary Plat	City Ordinance Apendix A Art. X	\$150.00 + \$2.00 per lot	N/A no fee required	June 16, 2009
Final Plat * No fee if approved as part of building permit/certificate of occupancy process.		\$100.00	\$100.00	June 16, 2009
Minor Subdivisions				
Minor Subdivision Plat	City Ordinance Apendix A Art. X	\$50.00	\$25.00	June 16, 2009
Financial				
Improvement Guarantee (Original)	City Ordinance Apendix A Art. X	\$50.00	\$50.00	June 16, 2009
Improvement Guarantee (Amendment)	City Ordinance Apendix A Art. X	\$50.00	\$50.00	June 16, 2009
Other				
Appeal **	City Ordinance Apendix A Art. X	\$350.00 + ad fee	cost of advertisement fee	June 16, 2009
Applicant Request to Table	City Ordinance Apendix A Art. X	\$100.00	cost of advertisement fee	June 16, 2009
Variance (Appendix B [Subdivision Regulations] only)***	City Ordinance Apendix A Art. X	\$350.00	\$250.00	June 16, 2009
Note	* Separate fee for each phase and for each amended final plat.			
	*** A separate application must be processed for each instance and/or provision in which a variance is requested.			
	Additional administrative activities for which the Statesboro Planning Department has been designated as the City's principal administrative agent.			
Miscellaneous:				
Development of Regional Impact Surcharge	Georgia State Statute	\$100.00 + \$5.00 per aci	\$100.00	June 16, 2009
Zoning Certification Letter	Georgia State Statute	\$40.00	\$40.00	June 16, 2009
Statesboro Subdivision Regulations	\$20.00 bound copy; \$10.00 digital copy		\$20.00 bound copy; \$10.00 digital copy	
Statesboro Zoning Ordinance	\$20.00 bound copy; \$10.00 digital copy		\$20.00 bound copy; \$10.00 digital copy	
Statesboro Comprehensive Plan (or other official plan or planning study adopted by City Council)*	\$20.00 bound copy; \$10.00 digital copy		\$20.00 bound copy; \$10.00 digital copy	June 16, 2009
Note	* Also available on City of Statesboro website: www.statesboroga.gov			
	All fees, including surcharges, shall double where application for a permitted activity is made retroactively.			
City Clerk's Department				
Alcohol License Application Fee	City Ordinance Sec 6-26 (d)	\$150.00	\$150.00	> 6 Years
Retail Beer & Wine Alcohol License Fee Packaged Only	City Ordinance Sec 6-26 (c)(1)	\$1,250.00	\$1,250.00	> 6 Years
Retail Beer & Wine Alcohol License Fee By the Drink	City Ordinance Sec 6-26 (c)(2)(a)	\$1,250.00	\$1,250.00	> 6 Years
Retail Liquor Alcohol License Fee By the Drink	City Ordinance Sec 6-26 (c)(2)(b)	\$2,500.00	\$2,500.00	> 6 Years
Manufacturing Alcohol License Fee Beer & Wine	City Ordinance Sec 6-26 (c)(1)	\$1,250.00	\$1,250.00	> 6 Years
Beer Wine & Liquor Alcohol License Fee By the Drink	City Ordinance Sec 6-26 (c)(2)(c)	\$3,750.00	\$3,750.00	> 6 Years



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend

Amendment

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
Wholesale Alcohol License Fee	City Ordinance Sec 6-26 (c)(3)	\$1,000.00	\$1,000.00	> 6 Years
On-Premise Consumption Report Late Fee	City Ordinance Sec 6-84 (c)(1)	\$250.00	\$250.00	> 6 Years
Outdoor Alcohol Permit App Fee	City Ordinance Sec 6-56 (b) (3)	\$25.00	\$25.00	2 Years
Outdoor Alcohol License Fee	City Ordinance Sec 6-56 (b) (17)	\$5,000.00	\$5,000.00	2 Years
Penalties for Violation:				
First Offense	City Ordinance Sec 6-247	\$100.00	\$100.00	> 6 Years
Second Offense	City Ordinance Sec 6-247	\$200.00	\$200.00	> 6 Years
Any Offense Thereafter	City Ordinance Sec 6-247	\$500.00	\$500.00	> 6 Years
Criminal Background Check Fee for Alcohol License	GAPS GA Applicant Proc Serv	\$52.75	GAPS	> 6 Years
Application Fee for Business License (Occupational Tax Certificate)	City Ordinance Sec 18-102	\$35.00	\$40.00	5 Years
Business License Fee (Permit for Employee)	City Ordinance Sec 18-104	\$20.00	\$20.00	> 6 Years
Business License Flat Fee (for all businesses)	City Ordinance Sec 18-104	\$85.00	\$95.00	5 Years
Temporary Vendors App Fee	City Ordinance Sec 18-2	\$10.00	\$15.00	> 6 Years
Temporary Vendors Lic. Fee Per Day (Street vendors, seasonal, garage sales)	City Ordinance Sec 18-2	\$35.00	\$40.00	> 6 Years
Practitioners of Professions and Occupations -Occupation Tax	City Ordinance Sec 18-105	\$400.00	\$400.00	> 5 Years
Violation of Businesses who Fail or Refuse To Pay Occupation Tax	City Ordinance Sec 18-114 (d)	\$500.00	\$500.00	> 5 Years
Taxi Cab App Fee	City Ordinance Sec 90-9	\$20.00	\$20.00	1 Year
Taxi Cab Criminal Background Check Fee	GAPS GA Applicant Proc Serv	\$36.25	GAPS	3 Years
Taxi/Vehicle for Hire - Vehicle Operator Fee	City Ordinance Sec 18-103 (a) (1) (b)	\$75.00	\$80.00	> 5 Years
Taxi Cab Vehicle for Hire Regulatory Fee	City Ordinance Sec 18-103 (1) (a)	\$75.00	\$80.00	> 5 Years
Taxi Cab Duplicate ID Fee (lost ID card)	City Policy	\$5.00	\$10.00	3 Years
Pawn Shop License Fee	City Ordinance Sec 18-62	\$250.00	\$275.00	1 Year
Pawn Shop Additional Location Fee	City Ordinance Sec 18-62	\$250.00	\$250.00	1 Year
Pawn Shop Regulatory Fee	City Ordinance Sec 18-103 (1) (a)	\$50.00	\$60.00	> 6 Years
Open Records Request (copies) **	State Regulations	\$.10 Per Page	\$.10 Per Page	3 Years
Election Qualifying Fee for Mayor and Council Members	State Regulations	3% of Salary	3% of Salary	3 Years
Property Tax Penalty	State Regulations	1% until Paid*	1% until Paid*	3 Years
Wrecker and Towing Regulatory Fees	City Ordinance Sec. 18-103	\$75.00	\$85.00	8 Years
Wrecker and Towing Violation Damages	City Ordinance Sec. 18-237	\$100.00	\$100.00	> 5 Years
Wrecker and Towing -No Agreement for Systematic Surveillance of Property for Towing	City Ordinance Sec. 18-238	\$1,000.00	\$1,000.00	> 5 Years
Professional Bondsman Regulatory Fee	City Ordinance Sec. 18-103	\$75.00	\$85.00	8 Years
Billiard Operators Regulatory Fee	City Ordinance Sec. 18-103	\$50.00	\$55.00	8 Years
Criminal Penalties for Ordinance Violations by Owners or Operators of Amusement Game Rooms:				
First Offense	City Ordinance Sec. 18-273 (a) (1)	\$500.00	\$500.00	> 5 Years
Second Offense	City Ordinance Sec. 18-273 (a) (2)	\$750.00	\$750.00	> 5 Years
Third Offense	City Ordinance Sec. 18-273 (a) (3)	\$1,000.00	\$1,000.00	> 5 Years
More than Three Offenses	City Ordinance Sec. 18-273 (c)	\$1,000.00	\$1,000.00	> 5 Years
Massage Parlor Regulatory Fee	City Ordinance Sec. 18-103	\$50.00	\$55.00	8 Years
Adult Entertainment Establishment Regulatory Fee	City Ordinance Sec. 18-103	\$50.00	\$55.00	8 Years
Adult Entertainment Establishments Investigation Fee	City Ordinance Sec. 18-180 (b)	\$50.00	\$55.00	> 5 Years



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Adult Entertainment Establishments Application Fee	City Ordinance Sec. 18-181 (a)	\$2,500.00	\$2,500.00	> 5 Years
Adult Entertainment Establishments Application Renewal Fee	City Ordinance Sec. 18-187	\$500.00	\$500.00	> 5 Years
Adult Entertainment Establishments Change of Name/Location Fee	City Ordinance Sec. 18-189	\$500.00	\$500.00	> 5 Years
Adult Entertainment Establishments Business License Violation Fee	City Ordinance Sec. 18-197	\$1,000.00	\$1,000.00	> 5 Years
Adult Entertainment Establishments Administrative Fee For Change of Location	City Ordinance Sec. 18-201	\$15.00	\$15.00	> 5 Years
Insurance Companies License Fees	City Ordinance Sec. 18-31	\$100.00	\$100.00	3 Years
Insurance Companies Additional Location -per location charge	City Ordinance Sec. 18-32	\$35.00	\$40.00	3 Years
Alcohol Excise Tax on Mixed Drinks***	City Ordinance Sec 6-191	3% of total mixed alcohol 4x per year		3 Years
Temporary Alcohol License Fee (90 day period)	City Ordinance Sec 6-34	\$50.00	\$60.00	>6 Years
Hotel Motel Tax Rate	City Ordinance Sec 74-22	6%	6%	2 Years

* 10% 90 days past due.

** Fee plus salary of lowest paid employee qualified to fill request with the first 15 minutes free.

*** Additional Alcohol excise tax per O.C.G.A. Title 3, Chapter 5, Article 4, Part 2, 3-5-80: Municipalities shall impose an excise tax in addition to excise taxes levied by the state.

Statesboro Police Department

Type of Charges:				
Accident Report Copies	O.C.G.A. 40-9-30	\$2.00 per copy	\$2.00 per copy	3 years
Criminal Background Check	O.C.G.A. 35-3-34 (d3)	\$25.00 each	\$25.00 each	3 years
Expungement Request	O.C.G.A. 35-3-37	\$25.00 each	\$25.00 each	3 years
Police Extra Duty Employment	City Policy	\$30/hr 3 hr min.	\$30/hr 3 hr min.	3 years
Technology Fee	City Ordinance 78-10	\$20.00	\$30.00	>3 years
Open Records Costs per Open Records Act:				
Hours to search retrieve and review				
First 15 minutes	State Regulations	no charge	no charge	3 years
Total hours of preparation*	State Regulations	x \$13.62 =Amount	x \$13.62 =Amount	3 years
Total hours of copying documents*	State Regulations	x \$13.62 =Amount	x \$13.62 =Amount	3 years
Total number of Pages**	State Regulations	x \$0.10 = Amount	x \$0.10 = Amount	3 years
Other Costs that may apply				
Number of copies of audio tapes (CD-ROM)	State Regulations	x \$.35 = Amount	x \$.35 = Amount	3 years
Number of copies of video tapes	State Regulations	x \$.35 = Amount	x \$.35 = Amount	3 years
Number of copies of photographs	State Regulations	x \$.10 = Amount	x \$.10 = Amount	3 years
Number of CD-ROM's with digital photographs	State Regulations	x \$.35 = Amount	x \$.35 = Amount	3 years
Other Agency Costs (specify in detail)	State Regulations	+ (Actual Costs)	+ (Actual Costs)	3 years
Postage	State Regulations	+ (Actual Costs)	+ (Actual Costs)	3 years
Discovery Request Cost Worksheet				
Number of Case Files	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	3 years
Number of copies of audio CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	3 years
Number of copies of photograph CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	3 years
Number of copies of video DVD	State Regulations	x \$25.00 = Amount	x \$25.00 = Amount	3 years
Postage	State Regulations	+ Actual cost	+ Actual cost	3 years



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
Note	*Hourly Rate - The hourly charge for administrative/clerical tasks may not exceed the salary of the lowest paid, full-time employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.			
	**Copy Rate - An agency may not charge more than \$0.10 per page for each copy.			
Statesboro Fire Department				
Fire Prevention:				
	Plan Review			
Site Plans, per submittal, re-submittals, revisions, changes & amendments:	Proposed Ordinance	N/A	\$50.00	New
Construction Plans	Proposed Ordinance			
Building Construction and/or Renovation 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Building Construction and/or Renovation 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Building Construction and/or Renovation 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Building Construction and/or Renovation 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Fire Sprinkler	Proposed Ordinance			
Sprinkler Systems 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Sprinkler Systems 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Sprinkler Systems 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Sprinkler Systems 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Single Family Residential, Multi-Family Residential, Commercial, Not Required by Fire Code		N/A	No Charge	New
Standpipe System				
Standpipe Systems: Fee per system **	Proposed Ordinance	N/A	\$50.00	New
Fire Pump				
Fire Pump System: Fee per system **	Proposed Ordinance	N/A	\$50.00	New
Fire Alarm				
Sprinkler Systems 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Sprinkler Systems 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Sprinkler Systems 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Sprinkler Systems 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Single Family Residential, Multi-Family Residential, Commercial, Not Required by Fire Code		N/A	No Charge	New
Hood and/or Hood Suppression System				
Hood Exhaust System	Proposed Ordinance	N/A	\$40.00	New
Hood Suppression System, Fee per system	Proposed Ordinance	N/A	\$40.00	New
Firework Displays				
Special Effects, Pyrotechnic and Flame Special Effects NOT Close Proximity	Proposed Ordinance	N/A	\$25.00	New
Special Effects, Pyrotechnic and Flame Special Effects Close Proximity	Proposed Ordinance	N/A	\$75.00	New
Note	*\$0.015 per additional square foot			
	**except if part of continuation with sprinkler			
New Construction				
Occupancy Permit cost per permit	Proposed Ordinance	N/A	\$10.00	New
Initial Inspection for each initial inspection	Proposed Ordinance	N/A	No Charge	New
Re-Inspection Fees				



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
First Re-Inspection	Proposed Ordinance	N/A	No Charge	New
Second Re-Inspection and Each Subsequent Re-Inspection	Proposed Ordinance	N/A	\$50.00	New
Tent Permit Fee per tent, 400 sq. ft. or more	Proposed Ordinance	N/A	\$30.00	New
Temporary place of assembly	Proposed Ordinance	N/A	\$75.00	New
Existing Construction				
Annual Inspection	Proposed Ordinance	N/A	No Charge	New
First Re-Inspection	Proposed Ordinance	N/A	No Charge	New
Second Re-Inspection	Proposed Ordinance	N/A	\$25.00	New
Third Re-Inspection	Proposed Ordinance	N/A	\$50.00	New
Forth Re-Inspection Fee plus Citation to Municipal Court	Proposed Ordinance	N/A	\$100.00	New
Not having required Maintenance and documentation form	Proposed Ordinance	N/A	\$50.00	New
Fire Sprinkler Systems Fees				
Residential, Commercial And Industrial Monthly Fee for inside Fire Service District:				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$12.50	\$12.50	> 3 years
Residential, Commercial And Industrial Monthly Fee for outside Fire Service District:				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$15.00	\$21.50	> 3 years
Governmental Monthly Fee for inside Fire Service District:				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$17.50	\$25.00	> 3 years
Governmental Monthly Fee for outside Fire Service District:				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$20.00	\$35.00	> 3 years
<p>Note: Fire Service fees are calculated per inch of diameter of the fire line. For Example: if the Fire Service Supply Line is 6 inches in diameter, the Monthly Fire Service fee would be \$12.50 X 6" diameter = \$75.00. The Fire Sprinkler Systems Fee is to cover the cost of inspections made by the Fire Department. The fire department sends a copy of the report to the Water/Sewer Department in case EPD news to review them. The two departments work together to set the rate.</p>				
Nuisance Fire Alarms				
Nuisance Alarm #1 and #2	Proposed Ordinance	N/A	No Charge	New
Nuisance Alarm #3	Proposed Ordinance	N/A	\$350.00	New
Nuisance Alarm #4	Proposed Ordinance	N/A	\$500.00	New
Nuisance Alarm #5	Proposed Ordinance	N/A	\$750.00	New
Nuisance Alarm #6 and above Fee per each occurrence	Proposed Ordinance	N/A	\$1,000.00	New
Fire Alarm Reconnection	Proposed Ordinance	N/A	\$50.00	New
Failure to repair malfunction alarm within 30 days fee per day	Proposed Ordinance	N/A	\$250.00	New
A fee shall be charged immediately when nuisance fire alarm activation is the result of the failure to use prudent and reasonable means to avoid such nuisance fire alarm activations.	Proposed Ordinance	N/A	\$250.00	New
Fire Lanes				
Violation of Fire Lane code*	City Ordinance Ch 42 Art 3 Div 4	N/A	\$150.00	New
Parking in an Fire Lane per each occurrence	Proposed Ordinance	N/A	\$50.00	New
Note	*Plus \$10.00 per day after 14 days			



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Special Request:				
Water Flow Test	Proposed Ordinance	N/A	\$40.00	New
Response and Presence:				
Fire Apparatus Standby and Response				
Apparatus Standby fee per vehicle per hour or portion thereof*	Proposed Ordinance	N/A	\$250.00	New
Specialized Equipment Standby (e.g. ATV, pickup truck, Fire Safety House, etc.)*	Proposed Ordinance	N/A	\$150.00	New
Note *Plus hourly rate for personnel				
Fire Personnel Rate				
Rates are per hour or portion thereof Fire or special response and standby	Proposed Ordinance	N/A	\$30.00	New
Hazardous Material Responders	Proposed Ordinance			
Operations Level per hour	Proposed Ordinance	N/A	\$30.00	New
Technician Level per hour	Proposed Ordinance	N/A	\$45.00	New
Specialist Level per hour	Proposed Ordinance	N/A	\$60.00	New
Fire Extra Duty Employment	City Policy	\$30/hr 3 hr min.	\$30/hr 3 hr min.	3 Years
Special Services				
Services not specifically listed will be charged at the actual costs to the Statesboro Fire Department plus a fifteen percent (15%) administrative fee				New
Miscellaneous:				
Hazardous Materials Response				
Rates based on Federal and/or State Guidelines and actual costs to replace, service, test, and dispose of and equipment utilized plus a fifteen percent (15%) administrative fee				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
USAR Response				
Rates based on Federal and/or State Guidelines and actual costs to replace, service, test, and dispose of and equipment utilized plus a fifteen percent (15%) administrative fee				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
Wildland Firefighting (Within Response District)				
Rates based on Federal and/or State Guidelines and actual miles traveled, apparatus used, personnel, and replacement of any non-reusable or damaged items				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
Wildland Firefighting (Out of Response District)				
Rates based on Federal and/or State Guidelines and actual miles traveled, apparatus used, personnel, and replacement of any non-reusable or damaged items				New
Public Information and Records Requests				
One-sided copy, for duplicated copies of not more 8½ inches by 14 inches: \$0.25 per page				New
Two sided copy, for duplicated copies of not more 8½ inches by 14 inches: \$0.35 per page				New
The applicable hourly rate for requests requiring extensive use of information technology resources, clerical, or supervisory assistance may be charged in addition to the actual cost of duplication.				New
Returned Check Fee: \$35.00				
Late Payment Fee: 1½ % per 30 days				
Note	All fees are payable to the Statesboro Fire Department unless noted otherwise.			New
	Statesboro Fire Department reserves the right to waive any or all fees on an individual case-by-case basis			New
	This fee schedule will be reviewed annually during the budgeting process.			



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase	
Statesboro Municipal Court					
Court Fees:					
Court Costs		\$10.00	\$20.00	> 7 years	
Jail Fee		10% of Fine	10% of Fine	> 7 years	
Natural Gas Fund					
Tap Fees:					
Residential and Small Commercial: Tap fees are \$150.00 and can be reduced based upon appliance usage: \$50.00 reduction per appliance and \$150.00 for Water Heaters. Tap fees include 100 feet of service line and standard meter set.					
Additional Service line	City Ordinance Sec 82-34	\$3.00 per foot	\$3.00 per foot	> 3 years	
Additional boring	City Ordinance Sec 82-34	\$10.00 per foot	\$10.00 per foot	> 3 years	
Notes:	May be additional charges based on work sit specific conditions.				
Large Commercial and Industrial: Tap fees are based on 3-year payback method (See example below)					
Customer pays all cost above 3 year payback or \$150.00 which ever is greater.					
Example: Cost of installation is \$5000.00 Estimated volumes for 3 years x \$2.00 per unit is (2000 x \$2.00) = \$4000.					
Customer would pay: \$1000.					
Deposits & AEC Fees:					
Residential Standard Deposit	City Ordinance Sec 82-34	\$85.00	\$85.00	> 3 years	
Account Establishment Fee (On First Bill)	City Ordinance Sec 82-34	\$30.00	\$40.00	> 3 years	
Note	Commercial Deposits calculated by Customer Service Department				
Service Fees:					
Standard Service Fee for all customer types	City Ordinance Sec 82-34	\$25.00	\$30.00	> 3 years	
Seasonal Gas Reconnect Fee	City Ordinance Sec 82-34	\$55.00	\$70.00	> 3 years	
Base Charges:					
Residential	City Ordinance Sec 82-34	\$6.00	\$6.00	> 3 years	
Small Commercial	City Ordinance Sec 82-34	\$10.00	\$10.00	> 3 years	
Commercial HLF	City Ordinance Sec 82-34	\$25.00	\$25.00	> 3 years	
Interruptible and GSU	City Ordinance Sec 82-34	\$250.00	\$250.00	> 3 years	
Gas Charges:					
All gas rates: Residential, Commercial, Commercial HLF and Interruptible are based on formulas developed by the Municipal Gas Authority. They account for Variable Costs, which is the cost of gas; Fixed Costs, which is transportation, demand and fuel charges from the pipeline company, and City Distribution Costs*. These three components when added together will give you the total cost for gas to each customer class.					
* Distribution Charges					
LLF Residential	\$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 3 years
LLF Commercial	\$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 3 years
Large Government	No floor **	Proposed Ordinance	0	\$4.00 (mcf)	New
HLF Commercial	\$5.00 floor	City Ordinance Sec 82-34	\$2.75 (mcf)	\$2.75 (mcf)	> 3 years
Interruptible 1st 2,000 mcf tier rate		City Ordinance Sec 82-34	\$1.10 (mcf)	\$1.10 (mcf)	> 3 years
Interruptible next 8,000 mcf tier rate		City Ordinance Sec 82-34	\$.58 (mcf)	\$.58 (mcf)	> 3 years
Interruptible next 10,000 mcf tier rate		City Ordinance Sec 82-34	\$.46 (mcf)	\$.46 (mcf)	> 3 years



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend
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Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase	
Notes:					
**(> 5000 MCF per month)					
Miscellaneous Material and Labor Charges:					
Cost plus 30% will be charged for all materials sold to the public.					
Two-man Service Crew and Truck	City Ordinance Sec 82-34	\$55.00 per hour	\$55.00 per hour	> 3 years	
Backhoe and Operator	City Ordinance Sec 82-34	\$65.00 per hour	\$65.00 per hour	> 3 years	
Supervisor and Truck	City Ordinance Sec 82-34	\$35.00 per hour	\$35.00 per hour	> 3 years	
Laborer	City Ordinance Sec 82-34	\$16.00 per hour	\$16.00 per hour	> 3 years	
Customer Assistance Program Rebates:					
Gas Advantage Rebate must include Gas heat, hot water and third appliance	City Ordinance Sec 82-34	\$600.00	\$600.00	> 3 years	
Tank type water heater (Can be a free 40 gal unit or a Rebate)	City Ordinance Sec 82-34	\$300.00	\$300.00	> 3 years	
Tankless water heater rebate	City Ordinance Sec 82-34	\$400.00	\$400.00	> 3 years	
Gas Logs, Ranges, Dryers, Gas lights and Space heaters will each receive a rebate of:	City Ordinance Sec 82-34	\$50.00	\$50.00	> 3 years	
Gas central heating or Piping system connecting a group of heaters will receive a rebate of:	City Ordinance Sec 82-34	\$200.00	\$200.00	> 3 years	
Large commercial rebates will be the same as residential or can be calculated at \$50.00 per 100,000 BTU's		Max \$2500.00	Max \$2500.00	> 3 years	
Appliance Sales:					
Gas appliances will be marked up 15% over cost and sales tax will be added.					
Gas appliances sold to City employees will be sold at cost plus shipping and sales tax will be added.					
Public Works Streets Division					
Signs (Not Installed):					
Handicap Parking Sign	18" x 24"	City Policy	\$50.00	\$55.00	July 1, 2011
Stop Sign	36"	City Policy	\$110.00	\$120.00	July 1, 2011
Other Signs	36"	City Policy	N/A	\$120.00	July 1, 2011
Posts (Not Installed):					
12 Feet	U Channel - New Square Breakaway	City Policy	\$40.00	\$50.00	July 1, 2011
Posts and Private Road Street Name Signs:					
Installed		City Policy	\$250.00	\$275.00	July 1, 2011
Solid Waste Collection Fund					
White Goods Collection:					
Cost per item for recyclable metal appliances	City Ordinance Sec 66-6	\$15.00 each	\$15.00 each	July 1, 2012	
Apartment/Multi-Family Collection:					
Cost indicated is for each unit	City Ordinance Sec 66-6	\$17.35 per month	\$17.35 per month	July 1, 2012	
Commercial Polycarts:					
Tippage	City Ordinance Sec 66-6	\$3.95	\$3.95	July 1, 2012	
Sanitation	City Ordinance Sec 66-6	\$13.90	\$13.90	July 1, 2012	
Yard Waste	City Ordinance Sec 66-6	\$1.60	\$1.60	July 1, 2012	
Residential Polycarts and Yard Waste:					
Tippage	City Ordinance Sec 66-6	\$3.95	\$3.95	July 1, 2012	
Sanitation	City Ordinance Sec 66-6	\$11.80	\$11.80	July 1, 2012	



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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Amendment

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
Yard Waste	City Ordinance Sec 66-6	\$1.60	\$1.60	July 1, 2012
Polycart Deposit	City Ordinance Sec 66-7	\$35.00	\$35.00	July 2, 2012
Polycarts Replacement:				
Residential Polycarts	City Ordinance Sec 66-6	\$68.50 each	\$68.50 each	July 1, 2012
Commercial Polycarts	City Ordinance Sec 66-6	\$68.50 each	\$68.50 each	July 1, 2012
Commercial Dumpster:				
Dumpster 2 yard				
1 pickup per week	City Ordinance Sec 66-6	\$24.00	\$24.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$120.00	\$120.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$24.00	\$24.00	July 1, 2012
Dumpster 4 yard				
1 pickup per week	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$192.00	\$192.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$240.00	\$240.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
Dumpster 6 yard				
1 pickup per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$360.00	\$360.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
Dumpster 8 yard				
1 pickup per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$192.00	\$192.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$384.00	\$384.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$480.00	\$480.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$576.00	\$576.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
<u>Compactor Dumpster Monthly Fee:</u>				
Dumpster 2 yard				
1 pickup per week	City Ordinance Sec 66-6	\$36.00	\$36.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$108.00	\$108.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$180.00	\$180.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
Dumpster 4 yard				
1 pickup per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$360.00	\$360.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
Dumpster 6 yard				
1 pickup per week	City Ordinance Sec 66-6	\$108.00	\$108.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$324.00	\$324.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$540.00	\$540.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$648.00	\$648.00	July 1, 2012
Dumpster 8 yard				
1 pickup per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$576.00	\$576.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$720.00	\$720.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$864.00	\$864.00	July 1, 2012
<u>Yard Waste Fee:</u>				
Leaf, Limbs and yard trimmings	Monthly Fees Added to Bill	\$1.60	\$1.60	July 1, 2012
<u>Special Pickups:</u>				
One hour minimum charge + Tipping fee (variable) After 1 hr., rates assessed in 0.25 hr. intervals. Total varies.	City Ordinance Sec 66-6	\$80.00 hr. + Tipping	\$80.00 hr. + Tipping	July 1, 2012
<u>Roll-Off Collection:</u>				
Delivery and Collection trip plus Tipping fees incurred.*	City Ordinance Sec 66-6	N/A	\$80.00 + Tipping	New
<u>Roll-Off Compactor Collection:</u>				
Delivery and Collection trip plus Tipping fees incurred.*	City Ordinance Sec 66-6	N/A	\$120.00 + Tipping	New



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
Roll-Off Compactor Equipment Lease: Equipment only monthly lease agreement (5 Yr) plus equipment set up Note: * Minimum one trip per month.	City Ordinance Sec 66-6	N/A	\$600.00	New
Solid Waste Disposal Fund				
Household/Commercial Garbage and Construction/Demolition Material	City Ordinance Sec 66-140	\$38.00 per ton	\$38.00 per ton	July 1, 2012
Yard Waste & Inert Material	City Ordinance Sec 66-140	\$19.75 per ton	\$19.75 per ton	July 1, 2012
Recyclable Metals	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Minimum Disposal Handling Fee	City Ordinance Sec 66-140	\$6.00 each	\$6.00 each	July 1, 2012
Sorted Recyclable Cardboard or Plastic	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Acceptable Cover-Type Soil	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Georgia Department of Transportation	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Bulk Tires	City Ordinance Sec 66-140	\$120.00 per ton	\$120.00 per ton	July 1, 2012
Storm Water Fund				
Storm Water Fee: 3200 Square Feet (Equivalent Residential Unit)	Proposed Ordinance	N/A	\$3.95 per ERU	New
Reinforced Concrete Pipe Installed for Driveways:				
One and Two family residential driveways only.		Price per linear foot		
Diameter Class Min. Length				
15" III DOT Approved 8 feet	City Policy	\$24.00	\$27.00	July 1, 2011
18" III DOT Approved 8 feet	City Policy	\$28.00	\$31.00	July 1, 2011
24" III DOT Approved 8 feet	City Policy	\$38.00	\$42.00	July 1, 2011
30" III DOT Approved 8 feet	City Policy	\$48.00	\$54.00	July 1, 2011
36" III DOT Approved 8 feet	City Policy	\$60.00	\$68.00	July 1, 2011
Water and Sewer Fund				
Residential Customers				
Water and Sewer for Inside City Limits:				
Water:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$6.50	\$6.50	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
Sewer:				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$6.50	\$6.50	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$2.90	July 1, 2012



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
Water only:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.00	\$13.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
Sewer only:				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$13.00	\$13.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$2.90	July 1, 2012
Water only Irrigation Inside City Limits:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.00	\$13.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
Note * Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.				
Water and Sewer Inside City Limits:				
Water:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$12.00	\$12.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.70	\$4.70	July 1, 2012
Sewer:				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$12.00	\$12.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.20	\$5.20	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.40	\$5.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.60	\$5.60	July 1, 2012
Water Only:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$24.00	\$24.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.70	\$4.70	July 1, 2012
Sewer Only:				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$24.00	\$24.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.20	\$5.20	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.40	\$5.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.60	\$5.60	July 1, 2012



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Commercial Customers				
Water and Sewer Inside City Limits:				
Water:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$7.50	\$7.50	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
Sewer:				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$7.50	\$7.50	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.05	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.25	July 1, 2012
Water Only:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$15.00	\$15.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
Sewer Only:				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$15.00	\$15.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.05	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.25	July 1, 2012
Governmental Customers				
Water and Sewer Inside City Limits:				
Water:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.50	\$13.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.05	\$4.05	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	Sep 24, 2013
Sewer:				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$13.50	\$13.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$4.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.10	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.35	Sep 24, 2013
Water Only:				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$27.00	\$27.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.05	\$4.05	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	Sep 24, 2013



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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Amendment

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2015 (Current)</u>	<u>FY 2016 (Proposed)</u>	<u>Last Known Increase</u>
Sewer Only:				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$27.00	\$27.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$4.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.10	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.35	Sep 24, 2013
Residential Customers				
Water and Sewer for Outside City Limits:				
Water:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$13.00	\$13.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013
Sewer:				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$13.00	\$13.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$5.80	Sep 24, 2013
Water Only:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$26.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013
Sewer only:				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$26.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$5.80	Sep 24, 2013
Water only Irrigation Outside City Limits:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$26.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013

Note *Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend



Amendment

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Water and Sewer for Outside City Limits:				
Water:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$12.00	\$12.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.30	\$4.30	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
Sewer:				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$12.00	\$12.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
Water Only:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$24.00	\$24.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.30	\$4.30	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
Sewer Only:				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$24.00	\$24.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
Commercial Customers				
Water and Sewer for Outside City Limits:				
Water:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$11.25	\$11.25	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.05	\$4.05	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.20	\$4.20	Sep 24, 2013
Sewer:				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$11.25	\$11.25	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.60	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$4.85	Sep 24, 2013
Water Only:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$22.50	\$22.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.05	\$4.05	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.20	\$4.20	Sep 24, 2013



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

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Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Sewer Only:				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$22.50	\$22.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.60	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$4.85	Sep 24, 2013
Governmental Customers				
Water and Sewer for Outside City Limits:				
Water:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.70	\$5.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.00	\$6.00	Sep 24, 2013
Sewer:				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.50	\$6.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.80	\$6.80	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$7.10	\$7.10	Sep 24, 2013
Water Only:				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	\$36.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.70	\$5.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.00	\$6.00	Sep 24, 2013
Sewer Only:				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	\$36.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.50	\$6.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.80	\$6.80	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$7.10	\$7.10	Sep 24, 2013
Note	Base Charges for accounts served by a Master Water Meter shall be calculated by multiplying the number of entities served times the appropriate Base Charge.			
Reclaimed Water- GSU				
Intergovernmental Agreement with GSU for Reclaimed Water:				
Base Charge for water 0-6,600,000 gallons per month	City Ordinance Sec 82-65:Sec 82-66	\$4,356.00	\$4,356.00	Sep 24, 2013
6,600,001 - 15,000,000 gallons extra per month	City Ordinance Sec 82-65:Sec 82-66	\$0.56	\$0.56	Sep 24, 2013
All Over 15,000,000 gallons extra per month	City Ordinance Sec 82-65:Sec 82-66	\$1.50	\$1.50	Sep 24, 2013
Other than GSU Reclaimed Water:				
Base Charge per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
All Usage per 1,000 gallons per month	City Ordinance Sec 82-65:Sec 82-66	\$1.50	\$1.50	Sep 24, 2013
Note	*Supplemental water when Reclaimed water is not available shall be at the lowest billing tier for irrigation of water inside City limits.			



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend



Amendment

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
Sewer Tap Fees Inside City Limits:				
4" Sewer (R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62; Sec 82-63	\$200.00	\$200.00	Sep 24, 2013
4" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$600.00	\$600.00	Sep 24, 2013
6" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$1,190.00	\$1,190.00	Sep 24, 2013
8" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$2,975.00	\$2,975.00	Sep 24, 2013
Sewer Tap Fees Outside City Limits:				
4" Sewer (R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62; Sec 82-63	\$300.00	\$300.00	Sep 24, 2013
4" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$900.00	\$900.00	Sep 24, 2013
6" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$1,785.00	\$1,785.00	Sep 24, 2013
8" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$4,463.00	\$4,463.00	Sep 24, 2013
Note	Sewer Tap to serve more than one residential, apartment, business or commercial unit shall be calculated by multiplying the number of units served times the Fee for a 4" Sewer Tap. See			
Example	20 apartments served by a single Sewer Tap Inside City Limits	20X \$600. = \$12,000. Tap Fee		
	20 apartments served by a single Sewer Tap Outside City Limits	20X \$900. = \$18,000. Tap Fee		
	Aid To Construction Fees (ATC Fees) ***			
Note	*** \$1.60 per gallon of sewer per day as calculated based upon ordinance.			
Water Tap Fees Inside City Limits				
3/4" Water(R-6;R-8;R-10;R-15;R-20;R-30;R-40;orR-3 if installed by Developer)	City Ordinance Sec 82-62	\$950.00	\$950.00	Sep 24, 2013
3/4" Water	City Ordinance Sec 82-62	\$1,220.00	\$1,220.00	Sep 24, 2013
1" Water	City Ordinance Sec 82-62	\$1,520.00	\$1,520.00	Sep 24, 2013
1 1/2" Water	City Ordinance Sec 82-62	\$2,740.00	\$2,740.00	Sep 24, 2013
2" Water	City Ordinance Sec 82-62	\$3,800.00	\$3,800.00	Sep 24, 2013
3" Water	City Ordinance Sec 82-62	\$5,320.00	\$5,320.00	Sep 24, 2013
4" Water	City Ordinance Sec 82-62	\$8,365.00	\$8,365.00	Sep 24, 2013
6" Water	City Ordinance Sec 82-62	\$12,930.00	\$12,930.00	Sep 24, 2013
8" Water	City Ordinance Sec 82-62	\$19,010.00	\$19,010.00	Sep 24, 2013
10" Water	City Ordinance Sec 82-62	\$23,575.00	\$23,575.00	Sep 24, 2013
2" Fire Service	City Ordinance Sec 82-62	\$3,800.00	\$3,800.00	Sep 24, 2013
3" Fire Service	City Ordinance Sec 82-62	\$5,320.00	\$5,320.00	Sep 24, 2013
4" Fire Service	City Ordinance Sec 82-62	\$8,365.00	\$8,365.00	Sep 24, 2013
6" Fire Service	City Ordinance Sec 82-62	\$12,930.00	\$12,930.00	Sep 24, 2013
8" Fire Service	City Ordinance Sec 82-62	\$19,010.00	\$19,010.00	Sep 24, 2013
10" Fire Service	City Ordinance Sec 82-62	\$23,575.00	\$23,575.00	Sep 24, 2013
Water Tap Fees Outside City Limits				
3/4" Water(R-6;R-8;R-10;R-15;R-20;R-30;R-40;orR-3 if installed by devel)	City Ordinance Sec 82-62	\$1,428.00	\$1,428.00	Sep 24, 2013
3/4" Water	City Ordinance Sec 82-62	\$1,825.00	\$1,825.00	Sep 24, 2013
1" Water	City Ordinance Sec 82-62	\$2,280.00	\$2,280.00	Sep 24, 2013
1 1/2" Water	City Ordinance Sec 82-62	\$4,110.00	\$4,110.00	Sep 24, 2013
2" Water	City Ordinance Sec 82-62	\$5,700.00	\$5,700.00	Sep 24, 2013
3" Water	City Ordinance Sec 82-62	\$7,895.00	\$7,895.00	Sep 24, 2013
4" Water	City Ordinance Sec 82-62	\$12,550.00	\$12,550.00	Sep 24, 2013



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend

Amendment

Fee Description:	Government Statute	FY 2015 (Current)	FY 2016 (Proposed)	Last Known Increase
6" Water	City Ordinance Sec 82-62	\$19,390.00	\$19,390.00	Sep 24, 2013
8" Water	City Ordinance Sec 82-62	\$28,515.00	\$28,515.00	Sep 24, 2013
10" Water	City Ordinance Sec 82-62	\$35,360.00	\$35,360.00	Sep 24, 2013
2" Fire Service	City Ordinance Sec 82-62	\$5,700.00	\$5,700.00	Sep 24, 2013
3" Fire Service	City Ordinance Sec 82-62	\$7,895.00	\$7,895.00	Sep 24, 2013
4" Fire Service	City Ordinance Sec 82-62	\$12,550.00	\$12,550.00	Sep 24, 2013
6" Fire Service	City Ordinance Sec 82-62	\$19,390.00	\$19,390.00	Sep 24, 2013
8" Fire Service	City Ordinance Sec 82-62	\$28,515.00	\$28,515.00	Sep 24, 2013
10" Fire Service	City Ordinance Sec 82-62	\$35,360.00	\$35,360.00	Sep 24, 2013
Temporary Water Service From Fire Hydrants:				
A refundable security deposit per meter set will be charged	City Ordinance Sec 82-4	\$700.00	\$700.00	Sep 24, 2013
A one time service fee to set each meter will be charged	City Ordinance Sec 82-4	\$60.00	\$60.00	Sep 24, 2013
Note Actual water usage will be charged and billed using the applicable water rate schedule as determined by the Water/Sewer Superintendent.				
Septic Tank Hauler Sewer Fees (Approved):				
Regular/Single Family Septic Fee per 1000 gallon truck capacity	City Ordinance Sec 82-196	\$65.00	\$65.00	Sep 24, 2013
Grease Trap Grey Water Septic Fee per 1000 gal. truck capacity or discharge	City Ordinance Sec 82-196	\$65.00	\$65.00	Sep 24, 2013
Fees for Portable Toilets per load (maximum 500 gallon per load)	City Ordinance Sec 82-196	\$37.50	\$37.50	Sep 24, 2013
Water Testing Fees:				
All City of Statesboro Water Customers	City Ordinance Sec 82-113	No Charge	No Charge	> 7 Years
For all others	City Ordinance Sec 82-113	\$100.00	\$100.00	> 7 Years
Water Service Fee:				
Return Trip Service Fees:	City Ordinance Sec 82-65:Sec 82-66	\$25.00	\$30.00	> 7 Years
Note: There will be a \$50.00 fee for each additional trip that service personnel have to make to turn water service on, where the meter indicates that water may be flowing in the house and no one is at home to turn the water off. Under these circumstances, the City personnel have no choice but to cut the service back off to protect from possible flooding of the building. They then must return at a later time to turn the service back on.				
Deposit & AEC Charges:				
Account Establishment Fee:	City Ordinance Sec 82-70	\$30.00	\$40.00	> 7 Years
Water Deposit	City Ordinance Sec 82-71	\$85.00	\$85.00	> 3 Years
Irrigation Deposit	City Ordinance Sec 82-72	\$85.00	\$85.00	> 3 Years
Non Payment Collection Fee:	City Ordinance Sec 82-70	\$50.00	\$75.00	> 7 Years
Return Check Fee	City Ordinance Sec 82-71	\$35.00	\$35.00	> 3 Years
5 Day Cleaning Turn On Fee plus consumption:	City Ordinance Sec 82-70	\$42.10	See Note*	> 7 Years

Note * New Fiscal Yr. Charges shall be the sum of water base charge + sewer base charge + sanitation charge + service fee + consumption.

Note: The Fire Sprinkler Systems Fee is to cover the cost of inspections made by the Fire Department. The fire department sends a copy of the report to the Water/Sewer Department in case EPD needs to review them. The two departments work together to set the rate.

Note: Irrigation rates are the same for all classifications.



City of Statesboro Schedule of Fees, Rates and Fines For FY 2016

Legend

Amendment

Fee Description:

Late Payments:

**Government
Statute**

**FY 2015
(Current)**

**FY 2016
(Proposed)**

**Last Known
Increase**

The late payment charge referenced in Section 66-6(e) of the solid waste ordinance, in Section 82-38(b) of the natural gas utility ordinance, in Section 82-70 (b) of the water service utility ordinance, section 82-68 of sanitary sewer utility service and in Section 82-271 of the stormwater ordinance shall be 10% of the outstanding principal balance.

Unless otherwise agreed to in writing by an obligor or otherwise provided for by general law or ordinance, obligations for the payment of money to City that arise out of a transaction to sell or furnish, or the sale of, or furnishing of, goods or services by the city to an obligor are commercial accounts, and shall be assessed the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16. However, utility accounts that are assessed a 10% late charge shall not be charged the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16.

STATESBORO MUNICIPAL COURT
FINES LIST

GA0160100

Violation Code	Description	Total Fines
10-37	TOO MANY DOGS	\$111.00
10-38	DOG AT LARGE - LOCAL ORDINANCE	\$162.00
10-40	NO PROOF OF RABIES	\$162.00
10-4(C)	FOWL RUNNING AT LARGE	\$111.00
105-6-31	BURNING WITHOUT A PERMIT (INT. FIRE CODE)	\$162.00
1502	PERMIT FOR SIGN	\$270.00
1509C TABLE 5	DIMENSION OF SIGNS	\$270.00
1513	EXISTING & NONCONFORMING SIGNS	\$270.00
16-13-2B	POSSESSION OF MARIJUANA LESS THAN 1 OZ.	\$1,098.00
16-13-30(J) misd.	POSSESSION OF MARIJUANA LESS THAN AN OUNCE	\$1,098.00
16-13-32.2	POSSESSION / USE OF DRUG RELATED OBJECT	\$530.00
16-7-43	LITTERING	\$185.00
16-8-14	THEFT BY SHOPLIFTING (MISDEMEANOR)-MANDI COURT	\$745.00
16-8-14 M	THEFT BY SHOPLIFTING (MISDEMEANOR) UNDER \$500.00	\$745.00
1603	REQUIREMENTS FOR RESIDENTIAL PARKING	\$95.00
1605	RESIDENTIAL PARKING - FRONT YARD(SINGLE & TWO FAMILY)	\$95.00
18-114(d)	OCCUPATIONAL TAXES - FAIL/REFUSE TO PAY	\$520.00
18-2	PEDDLING OR SOLICITING W/OUT LICENSE	\$162.00
18-240-10	TOWING VIOLATION	\$745.00
18-69a	REPORT TO POLICE BY PAWNSHOPS	\$1,020.00
18-71b	HOLD PERIOD FOR PAWNSHOP; POLICE HOLDS	\$1,020.00
2007-11	TOWING ORDINANCE VIOLATION	\$1,350.00
2203.3	PARKING AND STORAGE OF CERTAIN VEHICLES IN RESIDENTIAL ZONES PROHIBITED-MANDI COURT	\$162.00
25-10-2	FIREWORKS PROHIBITED	\$745.00
3-25	NOISY DOG	\$111.00
3-3-23	ATTEMPT TO PURCHASE ALCOHOL UNDERAGE	\$745.00
3-3-23	SALE OF ALCOHOL TO PERSON UNDER 21	\$745.00
3-3-23	FURNISHING ALCOHOL TO PERSONS UNDER 21	\$745.00
3-3-23	PURCHASING ALCOHOL UNDER 21	\$745.00
3-3-23(A)(1)	FURNISHING ALCOHOLIC BEVERAGES TO PERSONS UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(2)	ATTEMPTING TO PURCHASE ALCOHOLIC BEVERAGE -UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(2) OPVEH	POSSESSION OF ALCOHOLIC BEVERAGE WHILE OPERATING VEHICLE-UNDER 21 YEARS OF AGE	\$605.00
3-3-23(A)(2) PUR	PURCHASING ALCOHOLIC BEVERAGE - UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(3)	MISREPRESENTING AGE TO OBTAIN ALCOHOLIC BEVERAGE-UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(5)	MISREPRESENTING IDENTITY OR FALSE ID TO OBTAIN ALCOHOL-UNDER 21 YEARS OF AGE	\$745.00
3-3-23.1	CONTRIBUTING ALCOHOL TO PERSONS UNDER 21-MANDI COURT	\$745.00
3-3-23.1 (CON)	POSSESSION OF ALCOHOLIC BEVERAGE BY PERSONS UNDER AGE 21 BY CUNSUMPTION	\$605.00
3-3-23A2C	POSSESSION OF ALCOHOLIC BEVERAGE - UNDER 21 YEARS OF AGE-COURT MANDI	\$605.00
3-3-23A3	MISREPRESENTING AGE TO PURCHASE ALCOHOL	\$745.00
307	BURNING W/O A PERMIT (INT.FIRE CODE)	\$162.00
38-102	LOUD NOISE WHICH ANNOYS, DISTRUBS OR ENDANGERS OTHERS	\$162.00
38-103	NOISE ORDINANCE (VEHICLE/RESIDENCE) CITY CODE	\$162.00
38-26	NUISANCE DEFINED 38-26-(8)	\$70.00
38-43	DELAPIDATED BLDG - UNFITNESS	\$70.00
40-1-3	REQUIRING OR PERMITTING UNLAWFUL OPERATION OF A VEHICLE	\$745.00
40-13-2.1	REFUSAL TO SIGN CITATION(Georgia License Only)	\$162.00
40-2-20	REGISTRATION AND/OR LICENSE REQUIREMENTS	\$162.00
40-2-20	NO REGISTRATION / EXPIRED REGISTRATION	\$162.00
40-2-21	30 DAYS TO TRANSFER TAG	\$162.00
40-2-28	OPERATING AN UNREGISTERED TRAILER(NO TAG)	\$162.00
40-2-29	FAILURE TO REGISTER TITLE WITHIN 7 DAYS	\$162.00
40-2-38	IMPROPER USE OF DEALERSHIP LICENSE PLATE	\$162.00
40-2-41	TAG COVERS(TINT) OR OBSCURING TAG FRAMES PROHIBITED/IMPROPER	\$162.00

STATESBORO MUNICIPAL COURT
FINES LIST

GA0160100

Violation Code	Description	Total Fines
	DISPLAY OF LICENSE PLATE	
40-2-41	NO TAG	\$162.00
40-2-41	IMPROPER DISPLAY OF LICENSE PLATE	\$162.00
40-2-42	ILLEGAL TRANSFER OF LICENSE PLATE /DECAL	\$162.00
40-2-5	USE OF LICENSE PLATE FOR PURPOSE OF CONCEALING OR MISREPRESENTING IDENTITY OF VEHICLES	\$162.00
40-2-6	ALTERATION OF LICENSE PLATES/OPERATION OF VEHICLE WITH ALTERED OR IMPROPERLY TRANSFERRED PLATE	\$162.00
40-2-6	IMPROPER TRANSFER OF LICENSE PLATE	\$162.00
40-2-7	REMOVING OR AFFIXING LICENSE PLATE WITH INTENT TO CONCEAL OR MISREPRESENT	\$162.00
40-2-8	EXPIRED TAG	\$162.00
40-2-8	OPERATING UNREGISTERED VEHICLE W/OUT CURRENT LICENSE PLATE OR DECAL	\$162.00
40-2-8	OPERATION OF UNREGISTERED VEHICLE OR VEHICLE WITHOUT CURRENT LICENSE PLATE, REVALIDATION DECAL, OF COUNTY DECAL	\$162.00
40-2-8	EXPIRED REGISTRATION/TAG	\$162.00
40-2-8 NEWRES	NEW RESIDENT MUST REGISTER IN GEORIGIA WITHIN 30 DAYS	\$162.00
40-2-8.1	OPERATION OF VEHICLE WITHOUT REVALIDATION DECAL ON LICENSE PLATE	\$162.00
40-2-90	OPERATION OF VEHICLE REGISTERED IN OTHER STATES	\$162.00
40-5-120	UNLAWFUL USE OF LICENSE OR IDENTIFICATION CARD	\$745.00
40-5-120(3)	POSSESSION OF FALSE OR FICTIOUS LICENSE OR ID-MANDI COURT	\$745.00
40-5-121 1ST	DRIVING WITH SUSPENDED OR REVOKED LICENSE 1ST OFFENSE 5 YEARS	\$745.00
40-5-121 2ND	DRIVING WHILE LICENSE SUSPENDED OR REVOKED 2ND OFFENSE 5 YEARS	\$1,395.00
40-5-121 3RD	DRIVING WITH SUSPENDED OR REVOKED LICENSE 3RD OFFENSE 5 YEARS	\$2,045.00
40-5-121 4TH	DRIVING WITH SUSPENDED OR REVOKED LICENSE 4TH OFFENSE 5 YEARS	\$2,695.00
40-5-121 5TH	SUSPENDED LICENSE 5TH OFFENSE	\$3,345.00
40-5-122	PERMITTING UNLICENSED PERSON TO DRIVE	\$162.00
40-5-123	PERMITTING UNATHORIZED MINOR TO DRIVE	\$162.00
40-5-125	POSSESSION, PROCUREMENT, OR USE OF FRAUDULENT DRIVER'S LICENSE OR IDENTIFICATION CARD	\$162.00
40-5-146	DRIVING A COMMERCIAL VEHICLE WITHOUT A VALID COMMERCIAL LICENSE	\$162.00
40-5-20	NEW RESIDENT TO OBTAIN GA LICENSE W/IN 30 DAYS	\$162.00
40-5-20 1ST	DRIVING ON EXPIRED LICENSE	\$162.00
40-5-20A	DRIVING W/O A VALID LICENSE (NO LICENSE)	\$745.00
40-5-20C	POSSESSION OF MORE THAN ONE VALID LICENSE	\$162.00
40-5-23	WRONG CLASS OF DRIVER'S LICENSE	\$162.00
40-5-24A	VIOLATION OF CLASS D LICENSE	\$162.00
40-5-24A1	VIOLATION OF CLASS CP LICENSE	\$162.00
40-5-24C	VIOLATION OF CLASS MP LICENSE	\$162.00
40-5-29	DRIVING WITHOUT LICENSE ON PERSON	\$62.00
40-5-30	RESTRICTIONS OF LICENSE	\$162.00
40-5-30(C)	DRIVING IN VIOLATION OF LICENSE RESTRICTIONS	\$162.00
40-5-33	DRIVER MUST APPLY FOR A NEW LICENSE WITHIN 60 DAYS OF A CHANGE OF NAME OR A CHANGE OF ADDRESS	\$162.00
40-5-58(6)(A)(i)	VIOLATION OF HV PROBATIONARY LICENSE	\$745.00
40-5-58C	HABITUAL VIOLATOR-MANDI COURT	\$745.00
40-5-64	DRIVING IN VIOLATION OF CONDITIONS OF LIMITED PERMIT	\$162.00
40-5-67	DRIVING IN VIOLATION OF CONDITION OF PERMIT	\$162.00
40-5-75	SUSP. LICENSE FOR PERSON CONVICTED OF VGCSA	\$745.00
40-6-10	NO PROOF OF INSURANCE	\$745.00
40-6-10.1	FINANCIAL RESPONSIBILITY REQUIREMENTS OF THE FEDERAL MOTOR CARRIER SAFETY ADMIN	\$745.00
40-6-11	NO PROOF OF INSURANCE FOR MOTORCYCLE	\$745.00
40-6-120	IMPROPER TURN RIGHT OR LEFT	\$162.00
40-6-121	NO U-TURN	\$162.00
40-6-121 (1)	IMPROPER U-TURN (CURVE)	\$162.00
40-6-121 (3)	IMPROPER U-TURN	\$162.00

STATESBORO MUNICIPAL COURT
FINES LIST

GA0160100

Violation Code	Description	Total Fines
40-6-122	IMPROPER STARTING OF PARKED VEHICLE	\$162.00
40-6-123	FAILURE TO SIGNAL WHEN TURNING OR CHANGING LANES	\$162.00
40-6-123(A)	IMPROPER LANE CHANGE	\$162.00
40-6-123(C)	IMPROPER STOPPING ON ROADWAY	\$162.00
40-6-124	FAILURE TO USE TURN SIGNALS BY HAND AND ARM OR SIGNAL LIGHTS	\$162.00
40-6-126	IMPROPER USE OF CENTER TURN LANE	\$162.00
40-6-14	EXCESSIVE VOLUME FROM RADIO IN MOTOR VEHICLE -1ST OFFENSE	\$162.00
40-6-14 2ND	EXCESSIVE VOLUME FROM RADIO WITHIN MOTOR VEHICLE - 2ND OFFENSE	\$278.00
40-6-14 3RD	EXCESSIVE VOLUME FROM RADIO WITHIN MOTOR VEHICLE-3RD OFFENSE	\$511.00
40-6-140	FAILURE TO STOP AT RAILROAD CROSSING SIGNAL	\$162.00
40-6-141	FAILURE TO STOP AT RAIL ROAD CROSSING	\$162.00
40-6-142	FAILURE TO STOP AT RAILROAD CROSSING SIGNAL(SCHOOL BUSES AND HAZARDOUS MATERIALS)	\$162.00
40-6-144	EMERGING FROM ALLEY, DRIVEWAY, OR BUILDING	\$162.00
40-6-15	KNOWINGLY DRIVING WHILE REGISTRATION SUSPENDED, CANCELED OR REVOKED	\$745.00
40-6-16	PASSING STATIONARY EMERGENCY VEHICLE (MOVE OVER LAW)	\$745.00
40-6-163	PASSING AN UNLOADING/LOADING SCHOOLBUS	\$745.00
40-6-163(A)	FAILURE TO STOP FOR SCHOOL BUS LOADING AND UNLOADING	\$745.00
40-6-180	TOO FAST FOR CONDITIONS	\$162.00
40-6-184	SPEED LESS THAN MINIMUM	\$162.00
40-6-184(C)	IMPEDING FLOW OF TRAFFIC	\$162.00
40-6-186	RACING ON HIGHWAYS OR STREETS	\$745.00
40-6-2	FAILURE TO OBEY AUTHORIZED PERSON DIRECTING TRAFFIC	\$162.00
40-6-20	FAILURE TO OBEY TRAFFIC CONTROL DEVICE	\$162.00
40-6-200	IMPROPER STOPPING	\$162.00
40-6-200A	IMPROPER PARKING	\$162.00
40-6-201	LEAVING VEHICLE UNATTENDED	\$162.00
40-6-202	STOPPING, STANDING, OR PARKING OUTSIDE OF BUSINESS OR RESIDENTIAL DISTRICTS	\$162.00
40-6-203(A)(2)(A)	IMPROPERLY PARKING IN FRONT OF A DRIVEWAY	\$162.00
40-6-205	OBSTRUCTING AN INTERSECTION	\$162.00
40-6-222	HANDICAPPED PARKING VIOLATION-PERMIT	\$190.00
40-6-226	HANDICAP PARKING VIOLATION/IMPROPER PARKING IN SPACE FOR PERSONS WITH DISABILITIES	\$190.00
40-6-240	IMPROPER BACKING	\$162.00
40-6-241	DRIVER TO EXERCISE DUE CARE	\$162.00
40-6-241.2	WRITING(TEXTING)/SENDING OR READING TEXT BASED COMMUNICATIONS WHILE OPERATING MOTOR VEHICLE	\$150.00
40-6-242	PASSENGER SHALL NOT INTERFERE WITH DRIVER'S VIEW/CONTROL	\$162.00
40-6-242(B)	PASSENGER SHALL NOT RIDE IN A POSITION OR COMMIT ANY ACT THAT INTERFERES WITH THE DRIVER'S VIEW/CONTROL	\$162.00
40-6-243	OPENING DOORS TO MOVING TRAFFIC	\$162.00
40-6-246	COASTING PROHIBITED	\$162.00
40-6-247	FOLLOWING EMERGENCY VEHICLE WITHIN 200'	\$745.00
40-6-248	DRIVING OVER A FIRE HOSE	\$745.00
40-6-249	LITTERING HIGHWAYS	\$185.00
40-6-25	DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS, OR MARKINGS	\$162.00
40-6-250	WEARING DEVICE WHICH IMPAIRS HEARING OR VISION WHILE OPERATING A MOTOR VEHICLE	\$162.00
40-6-251	LAYING DRAG	\$745.00
40-6-252	PARKING, STANDING, OR DRIVING VEHICLE IN PRIVATE PARKING AREA AFTER BEING REQUESTED NOT TO DO SO	\$162.00
40-6-253	OPEN CONTAINER OF ALCOHOLIC BEVERAGE IN VEHICLE PASSENGER AREA	\$325.00
40-6-254	UNSECURE LOAD	\$162.00
40-6-255	DRIVING AWAY WITHOUT RENDERING PAYMENT FOR FUEL	\$745.00
40-6-26	INTERFERENCE WITH OFFICIAL TRAFFIC-CONTROL DEVICES	\$162.00

**STATESBORO MUNICIPAL COURT
FINES LIST**

GA0160100

Violation Code	Description	Total Fines
40-6-26(B)	DRIVING ON CLOSED ROADWAY	\$162.00
40-6-270	HIT AND RUN; DUTY OF DRIVER TO STOP AT OR RETURN TO SCENE OF ACCIDENT	\$745.00
40-6-270 1ST	LEAVING THE SCENE OF ACCIDENT/HIT AND RUN FIRST OFFENSE	\$745.00
40-6-271	FAILURE TO NOTIFY OWNER UPON STRIKING UNATTENDED VEHICLE	\$745.00
40-6-272	FAILURE TO REPORT STRIKING FIXED OBJECT	\$745.00
40-6-273	FAILURE TO REPORT ACCIDENT	\$745.00
40-6-292(A)	RIDING ON HANDLEBARS PROHIBITED(BICYCLES)	\$162.00
40-6-293	CLINGING TO VEHICLE PROHIBITED-BICYCLE, COASTER, ROLLER SKATES, SLED, OR TOY VEHICLE	\$162.00
40-6-294	EVERY PERSON OPERATING A BICYCLE UPON A ROADWAY SHALL RIDE AS NEAR TO THE RIGHT SIDE AS PRACTICABLE 40-6-294(b)	\$162.00
40-6-294(c)	PERSONS RIDING BICYCLES UPON A ROADWAY SHALL NOT RIDE MORE THAN TWO ABREAST EXCEPT ON BICYCLE PATHS AND LANES	\$162.00
40-6-296	EQUIPMENT REQUIREMENTS FOR BICYCLES	\$162.00
40-6-296A	LIGHTS/REFLECTORS ON BICYCLE	\$162.00
40-6-297(b)	VIOLATE SAFETY EQUIPMENT OR STANDARDS FOR BICYCLES	\$162.00
40-6-298	PARENT OR GUARDIAN ALLOWING CHILD TO VIOLATE BICYCLE LAWS	\$162.00
40-6-311	MANNER OF RIDING MOTORCYCLE	\$162.00
40-6-311(E)	OPERATOR AND PASSENGERS MUST WEAR SHOE	\$162.00
40-6-312(B)	PASSING IN SAME LANE AS ANOTHER VEHICLE IS PROHIBITED	\$162.00
40-6-312(C)	OPERATING BETWEEN LANES OF TRAFFIC PROHIBITED	\$162.00
40-6-312(D)	MORE THAN TWO ABREAST IN A SINGLE LANE PROHIBITED	\$162.00
40-6-312(E)	MUST HAVE HEADLIGHT AND TAILLIGHT ON WHILE OPERATING	\$162.00
40-6-313	CLINGING TO VEHICLE PROHIBITED(MOTORCYCLE)	\$162.00
40-6-314(A)	MUST BE EQUIPPED WITH FOOTREST FOR PASSENGER	\$162.00
40-6-314(B)	HANDLEBARS MORE THAN 15" ABOVE SEAT AND POINTED BACKREST PROHIBITED	\$162.00
40-6-315	OPERATING MOTORCYCLE W/O EYE PROTECTION	\$162.00
40-6-315(A)	OPERATOR AND PASSENGER MUST HAVE HELMET	\$162.00
40-6-315(B)	OPERATOR AND PASSENGER MUST HAVE EYE PROTECTION	\$162.00
40-6-351	MOPED OPERATORS MUST BE LICENSED	\$162.00
40-6-352	MOPED OPERATORS MUST WEAR A HELMET	\$162.00
40-6-390	RECKLESS DRIVING	\$795.00
40-6-391	DRIVING UNDER THE INFLUENCE	\$1,576.00
40-6-391 (L)	ENDANGERING A CHILD WHILE D.U.I.	\$1,576.00
40-6-391 1ST	DRIVING UNDER THE INFLUENCE-REFUSAL(1ST OFFENSE)	\$1,576.00
40-6-391 2ND	DRIVING UNDER THE INFLUENCE-REFUSAL(2ND OFFENSE)	\$1,900.00
40-6-391 3RD	DRIVING UNDER THE INFLUENCE-REFUSAL(3RD OFFENSE)	\$2,800.00
40-6-391(A)(1)	DUI-LESS SAFE-ALCOHOL	\$1,576.00
40-6-391(A)(1) 1ST	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(1ST OFFENSE)	\$1,576.00
40-6-391(A)(1) 2ND	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(2ND OFFENSE)	\$1,900.00
40-6-391(A)(1) 3RD	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(3RD OFFENSE)	\$2,800.00
40-6-391(A)(2) 1ST	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(1ST OFFENSE)	\$1,576.00
40-6-391(A)(2) 2ND	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(2ND OFFENSE)	\$1,900.00
40-6-391(A)(2) 3RD	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(3RD OFFENSE)	\$2,800.00
40-6-391(A)(3)	DUI-GLUE OR OTHER TOXIC VAPOR	\$1,576.00
40-6-391(A)(3) 1ST	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(1ST OFFENSE)	\$1,576.00
40-6-391(A)(3) 2ND	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(2ND OFFENSE)	\$1,900.00
40-6-391(A)(3) 3RD	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(3RD OFFENSE)	\$2,800.00
40-6-391(A)(4)	DUI-COMBINATION OF 1-3	\$1,576.00
40-6-391(A)(4) 1ST	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(1ST OFFENSE)	\$1,576.00
40-6-391(A)(4) 2ND	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(2ND OFFENSE)	\$1,900.00
40-6-391(A)(4) 3RD	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(3RD OFFENSE)	\$2,800.00
40-6-391(A)(5)	DUI-.10 OR MORE	\$1,576.00
40-6-391(A)(5) 1ST	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(1ST OFFENSE)	\$1,576.00
40-6-391(A)(5) 2ND	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(2ND OFFENSE)	\$1,900.00
40-6-391(A)(5) 3RD	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(3RD OFFENSE)	\$2,800.00

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Violation Code	Description	Total Fines
40-6-391(A)(6)	DUI-DRUGS	\$1,576.00
40-6-391(A)(6)1ST	DRIVING UNDER THE INFLUENCE-DRUGS(1ST OFFENSE)	\$1,576.00
40-6-391(A)(6)2ND	DRIVING UNDER THE INFLUENCE-DRUGS(2ND OFFENSE)	\$1,900.00
40-6-391(A)(6)3RD	DRIVING UNDER THE INFLUENCE-DRUGS(3RD OFFENSE)	\$2,800.00
40-6-391(I)	DUI/COMMERCIAL VEHICLE-MORE THAN .04GM.	\$1,576.00
40-6-391(I) 1ST	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(1ST OFFENSE)	\$1,576.00
40-6-391(I) 2ND	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(2ND OFFENSE)	\$1,900.00
40-6-391(I) 3RD	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(3RD OFFENSE)	\$2,800.00
40-6-391(K)(1)	DUI: ENDANGERING A CHILD	\$1,576.00
40-6-391(k)(1)	DUI-UNDER 21 YOA; OVER .02 gms	\$1,576.00
40-6-391(K)(1) 1ST	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(1ST OFFENSE)	\$1,576.00
40-6-391(K)(1) 2ND	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(2ND OFFENSE)	\$1,900.00
40-6-391(K)(1) 3RD	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(3RD OFFENSE)	\$2,800.00
40-6-391(L) 1ST	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(1ST OFFENSE)	\$1,576.00
40-6-391(L) 2ST	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(2ND OFFENSE)	\$1,900.00
40-6-391(L) 3RD	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(3RD OFFENSE)	\$2,800.00
40-6-395 1ST	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **1ST OFFENSE ** MANDI COURT**	\$745.00
40-6-395 2ND	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **2ND OFFENSE ** MANDI COURT**	\$1,394.00
40-6-395 3RD	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **3RD OFFENSE ** MANDI COURT**	\$2,045.00
40-6-397	AGGRESSIVE DRIVING	\$745.00
40-6-40	DRIVING ON THE WRONG SIDE OF ROADWAY	\$162.00
40-6-40(B)	SLOWER VEHICLE MUST KEEP TO THE RIGHT	\$162.00
40-6-40(D)	IMPEDING THE FREE FLOW OF TRAFFIC	\$162.00
40-6-41	VEHICLES PROCEEDING IN OPPOSITE DIRECTIONS MUST PASS ON RIGHT	\$162.00
40-6-42	IMPROPER PASSING	\$162.00
40-6-42(2)	DRIVER SHALL NOT INCREASE SPEED WHILE BEING PASSED	\$162.00
40-6-43	IMPROPER PASSING ON RIGHT	\$162.00
40-6-43(B)	PASSING ON THE SHOULDER OF THE ROADWAY	\$162.00
40-6-44	PASSING WITHIN 200 FEET OF ONCOMING TRAFFIC	\$162.00
40-6-45	DRIVING LEFT OF CENTER OF ROADWAY	\$162.00
40-6-45(A)(1)	PASSING ON HILLCREST OR IN A CURVE	\$162.00
40-6-45(A)(2)	PASSING WITHIN 100' OF INTERSECTION OR RAILROAD CROSSING	\$162.00
40-6-45(A)(3)	PASSING WITHIN 100' OF BRIDGE, VIADUCT OR TUNNEL	\$162.00
40-6-46	PASSING IN A NO PASSING ZONE	\$162.00
40-6-47	DRIVING WRONG WAY ON A ONE WAY	\$162.00
40-6-48	FAILURE TO MAINTAIN LANE	\$162.00
40-6-48(1)	UNSAFE LANE CHANGE	\$162.00
40-6-48B	FAILURE TO MAINTAIN LANE	\$162.00
40-6-49(A)	FOLLOWING TOO CLOSE	\$162.00
40-6-50	IMPROPER USE OR PASSING TRAFFIC WITHIN GORE OR MEDIAN	\$162.00
40-6-50 EMER LANE	DRIVING IN THE EMERGENCY LANE(NON-EMERGENCY)	\$162.00
40-6-51(B)	VIOLATION OF DOT RESTRICTION ON CONTROLLED-ACCESS ROADWAY	\$162.00
40-6-52(B)	TRUCK OVER 6 WHEELS MUST STAY IN THE 2 RIGHT LANES	\$162.00
40-6-70	FAILURE TO YIELD AT INTERSECTION OF ROADWAYS	\$162.00
40-6-71	FAILURE TO YEILD WHILE TURNING LEFT	\$162.00
40-6-72	FAILURE TO YIELD AFTER STOPPING AT SIGN	\$162.00
40-6-72(B)	FAILURE TO STOP AT A STOP SIGN	\$162.00
40-6-72(B) YIELD	FAILURE TO YIELD AFTER STOPPING AT A STOP SIGN	\$162.00

STATESBORO MUNICIPAL COURT
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Violation Code	Description	Total Fines
40-6-72(C)	FAILURE TO YIELD AT YIELD SIGN	\$162.00
40-6-73	FAILURE TO YIELD WHEN ENTERING OR CROSSING ROADWAY	\$162.00
40-6-74	FAILURE TO YIELD TO EMERGENCY VEHICLE	\$162.00
40-6-75	FAILURE TO YIELD TO CONSTRUCTION PERSONNEL AND VEHICLES	\$162.00
40-6-76	FAILURE TO YIELD TO FUNERAL PROCESSION	\$162.00
40-6-90	PEDESTRIAN MUST OBEY TRAFFIC CONTROL DEVICES OR OFFICERS	\$162.00
40-6-91(A)	FAILURE TO YIELD TO PEDESTRIANS IN CROSSWALK	\$162.00
40-6-91(B)	PEDESTRIAN MUST NOT DART OUT IN TRAFFIC	\$162.00
40-6-91(D)	PASSING VEHICLE STOPPED TO YIELD TO A PEDESTRIAN	\$162.00
40-6-92	PEDESTRIAN MUST YIELD IF NOT IN A CROSSWALK	\$162.00
40-6-92C	CROSSING ROADWAY ELSEWHERE THAN AT CROSSWALK	\$162.00
40-6-93	CROSSING AT OTHER THAN A CROSSWALK	\$162.00
40-6-94	FAILURE TO YIELD TO BLIND PEDESTRIANS	\$162.00
40-6-95	PEDESTRIAN UNDER INFLUENCE OF ALCOHOL OR DRUGS	\$190.00
40-6-96	PEDESTRIAN MUST WALK ON SIDEWALK/SHOULDER	\$162.00
40-6-97	PEDESTRIAN MUST NOT STAND IN THE ROADWAY TO SOLICIT A RIDE/EMPLOYMENT/BUSINESS OR SOLICIT CONTRIBUTIONS WITHOUT A PERMIT	\$162.00
40-6-98	DRIVING THROUGH A SAFETY ZONE	\$162.00
40-6-99(A)	PEDESTRIAN MUST YIELD TO EMERGENCY VEHICLE	\$162.00
40-7-3	OPERATING REST. FOR OFF RD VEHICLES	\$162.00
40-7-4	OPERATING RESTRICTIONS FOR OFF-ROAD VEHICLES	\$162.00
40-8-20	HEADLIGHTS ON 1/2 HOUR AFTER SUNSET TO 1/2 HOUR BEFORE SUNRISE	\$162.00
40-8-21	VISIBILITY DISTANCE & MOUNTED HEIGHT OF LIGHTS	\$162.00
40-8-22	HEADLIGHT REQUIRMENTS	\$162.00
40-8-22	DEFECTIVE HEADLIGHT	\$162.00
40-8-22(B)	MORE THAN TWO HEADLIGHTS PROHIBITED	\$162.00
40-8-22(D)	HEADLIGHT COVERS PROHIBITED/TINTED HEADLIGHTS	\$162.00
40-8-23(B)	TAIL LIGHT/TAILLIGHT LENSES REQUIRED	\$162.00
40-8-23(D)	TAG LIGHT REQUIREMENTS	\$162.00
40-8-23 (E)	DEFECTIVE TAILLIGHT	\$162.00
40-8-25	NO BRAKE LIGHTS OR WORKING TURN SIGNAL	\$162.00
40-8-25(c)	NO WORKING TAIL/BRAKE LIGHTS ON TRAILER	\$162.00
40-8-26D	IMPROPER BRAKELIGHT COVERS	\$162.00
40-8-27	NO FLAG OR LIGHT ON PROJECTING LOAD	\$162.00
40-8-29	AUXILIARY LIGHT VIOLATIONS	\$162.00
40-8-3	VEHICLE OR LOAD DRAGGING ON ROADWAY	\$162.00
40-8-31	FAILURE TO DIM HEADLIGHTS	\$162.00
40-8-4	SLOW MOVING VEHICLES/TRIANGULAR WARNING DEVICE ON REAR	\$162.00
40-8-50	BRAKE SYSTEM REQUIRED FOR VEHICLES	\$162.00
40-8-6	OPERATING PASSENGER VEHICLE WITH ALTERED SUSPENSION	\$162.00
40-8-7	OPERATING UNSAFE VEHICLE	\$162.00
40-8-7(A)	DEFECTIVE EQUIPMENT	\$162.00
40-8-7(B)	DRIVING UNSAFE VEHICLE	\$162.00
40-8-70	IMPROPER HORN USE	\$162.00
40-8-70(A)	NO HORN/ IMPROPER USE OF HORN	\$162.00
40-8-70(B)	ILLEGAL EQUIPMENT/SIREN, WHISTLE, BELL	\$162.00
40-8-71	IMPROPER EXHAUST SYSTEM	\$162.00
40-8-72	MIRROR REQUIRED IF VISION OBSTRUCTED	\$162.00
40-8-73	WINDSHIELD/WINDOW/WIPER REQUIREMENTS	\$162.00
40-8-73 (A.1)	WINDOW GLAZING VIOLATION(TINTED WINDOWS)	\$162.00
40-8-74	TIRE REQUIREMENTS	\$162.00
40-8-75	TIRE COVERS(MUD FLAPS) REQUIRED ON TRUCKS	\$162.00
40-8-76	SAFETY RESTRAINT VIOLATION (0-7 YRS OF AGE)	\$50.00
40-8-76 8 TO 17	SAFETY RESTRAINT VIOLATION (8 YEARS TO 17 YEARS)	\$25.00
40-8-76.1(2)	SAFETY RESTRAINT VIOLATION (18 AND OLDER-ADULT)	\$15.00
40-8-79	OPERATING VEHICLE WITH A PASSENGER UNDER 18 YOA IN UNCOVERED BED OF PICKUP TRUCK ON INTERSTATE	\$162.00
40-8-8	NON WORKING SPEEDOMETER	\$162.00

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Violation Code	Description	Total Fines
40-8-90	RESTRICTIONS OF BLUE LIGHTS ON VEHICLE	\$162.00
40-8-92	OPERATING RED OR AMBER LIGHTS WITHOUT PERMIT	\$162.00
40-8-92(d)	OPERATING VEHICLE WITH GREEN LIGHTS FLASHING OR REVOLVING	\$162.00
503.2.1	NO PARKING IN FIRE LANE	\$162.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-14	URINATING OR DEFECATING IN PUBLIC (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-14	URINATING OR DEFECATING IN PUBLIC (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-14	URINATING OR DEFECATING IN PUBLIC (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-15-3	GRAFFITI-PROHIBITED ACTS (1ST OFFENSE)--LOCAL ORDINANCE	\$280.00
58-15-3	GRAFFITI-PROHIBITED ACTS (2ND OFFENSE)--LOCAL ORDINANCE	\$530.00
58-15-3	GRAFFITI-PROHIBITED ACTS (3RD OFFENSE)--LOCAL ORDINANCE	\$1,030.00
58-16-3	POSSESSION OF DRUG PARAPHERNALIA --LOCAL ORDINANCE	\$530.00
58-16-4	SALE OF DRUG PARAPHERNALIA--LOCAL ORDINANCE	\$530.00
58-2	POSTING OF ADVERTISEMENTS - LOCAL ORDINANCE	\$300.00
58-2B	POSTING OF ADVERTISEMENTS - 1ST OFFENSE	\$300.00
58-2B	POSTING OF ADVERTISEMENTS - 2ND OFFENSE	\$570.00
58-3	DISCHARGE OF FIREARMS - LOCAL ORDINANCE	\$745.00
58-4	DISORDERLY CONDUCT - LOCAL ORDINANCE	\$745.00
58-4D	DISORDERLY CONDUCT	\$745.00
58-4D	DISORDERLY CONDUCT 2ND OFFENSE	\$1,400.00
58-4DU	DUTY TO MOVE WHEN REQUESTED TO DO SO	\$745.00
58-4E	EXCESSIVE VOLUME FROM RADIO	\$162.00
58-4L	LOITERING	\$745.00
58-4R	NOISE ORDINANCE-RESIDENCE	\$162.00
58-5	ALCOHOL ON RECREATION DEPT. PROPERTY	\$466.00
58-6	LOITERING OR PROWLING - LOCAL ORDINANCE	\$185.00
58-6-1	LOITERING/PROWLING (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-6-1	LOITERING/PROWLING (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-1	LOITERING/PROWLING (3RD OFFENSE)-CITY ORDINANCE	\$780.00
58-6-2	LOITERING/PROWLING--MINORS (1ST OFFENSE)--CITY ORDINANCE	\$380.00
58-6-2	LOITERING/PROWLING--MINORS (2ND OFFENSE)-CITY ORDINANCE	\$580.00
58-6-2	LOITERING/PROWLING--MINORS (3RD OFFENSE)-CITY ORDINANCE	\$780.00
58-6-3	LOITERING--PROPRIETORS (1ST OFFENSE)--CITY ORDINANCE	\$380.00
58-6-3	LOITERING--PROPRIETORS (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-3	LOITERING--PROPRIETORS (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-4	LOITERING--IN POSTED AREAS (1ST OFFENSE)--LOCAL ORDINANCE	\$360.00
58-6-4	LOITERING--IN POSTED AREAS (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-4	LOITERING--IN POSTED AREAS (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (1ST OFFENSE)-LOCAL ORDINANCE	\$380.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS FOR HIRE (1ST OFFENSE)-LOCAL ORDINANCE	\$380.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS FOR HIRE (2ND OFFENSE)-LOCAL ORDINANCE	\$580.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS	\$780.00

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Violation Code	Description	Total Fines	
	FOR HIRE (3RD OFFENSE) -LOCAL ORDINANCE		
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00	
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00	
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00	
6-136	OPEN OR CONSUME ANY ALCOHOLIC BEVERAGE ON PREMISES-CITY ORDINANCE	\$325.00	
6-138	BROWN BAGGING PROHIBITED - CITY ORDINANCE	\$745.00	
6-157(A)(6)	EXCEEDING LEGAL OCCUPANCY LOAD - RESTAURANT	\$1,020.00	
6-161(A)	HOURSE OR SALE / CONSUMPTION ON THE PREMISES	\$270.00	
6-162	HOURS OF SALE - LOCAL ORDINANCE	\$270.00	
6-164	REMOVAL OF BEVERAGES PROHIBITED - LOCAL ORDINANCE	\$270.00	
6-165	PROHIBITION OF CERTAIN TYPES OF ENTERTAINMENT, ATTIRE AND CONDUCT	\$380.00	
6-166	PRICING OF ALCOHOLIC BEVERAGES - LOCAL ORDINANCE	\$270.00	
6-166(15)	CHARGING COVER CHARGE WHICH DISCRIMINATES GENDER	\$270.00	
6-166(b)(11)	OFFERING COUPONS FOR ALCOHOLIC BEVERAGES	\$270.00	
6-166(b)(2)	DELIVERING MORE THAN ONE ALCOHOLIC BEVERAGE AT A TIME	\$270.00	
6-166(b)(3)(a)	HAPPY HOUR VIOLATION (ALCOHOL)	\$270.00	
6-166(b)(3)(a)	SALE TO PERSON DURING SPECIAL PERIOD NOT CHARGED	\$270.00	
6-166(b)(6)	SALE OF ALCOHOL BY PITCHER TO ONE PERSON	\$270.00	
6-241	OPEN CONTAINER - LOCAL ORDINANCE	\$207.00	
6-244	OPEN CONTAINER IN VEHICLE - LOCAL ORDINANCE	\$207.00	
6-26	SALE OF ALCOHOL W/OUT A LICENSE	\$745.00	
6-26 a	SALE OF ALCOHOL WITHOUT A LICENSE	\$745.00	
6-56	OPEN KEG	\$325.00	
6-64	REMOVAL OF BEVERAGES PROHIBITED	\$325.00	
6-86(1)	SALE OF ALCOHOL TO A MINOR	\$745.00	
6-86(5)	FAILURE TO CHECK I.D.	\$745.00	
6-86 (A1)	CONTRIBUTING ALCOHOL TO PERSONS UNDER 21 YEARS	\$745.00	
6-88 (C)	NOISE ORDINANCE VIOLATION - BUSINESS 1ST OFFENSE	\$320.00	
6-88 (A)	SALES TO INTOXICATED PERSON; GAMBLING; DISORDERLY CONDUCT	\$420.00	
66-139(B)	LITTERING - CITY ORDINANCE	\$185.00	
70-1	OBSTRUCTION STREETS OR SIDEWALKS	\$162.00	
70-3	DISPLAY OF MERCHANDISE FOR SALE W/O PERMIT	\$162.00	
70-4	SOLICITING FUNDS ON STREET	\$162.00	
70-63D	PICKETING	\$325.00	
70-64	DUTY TO MOVE WHEN REQUESTED TO DO SO	\$745.00	
70-64	FAILURE TO DISPERSE	\$745.00	
40-6-181	SPEEDING IN EXCESS OF MAXIMUM LIMITS		
	START MPH	END MPH	
	0	14	\$185.00
	15	18	\$220.00
	19	23	\$255.00
	24	999	\$745.00

Memo



TO: Robert Cheshire, Deputy City Manager

FROM: Darren Prather, Purchasing Director

DATE: 11-9-2015

Re: Recommendation— Engineering Services Contract Award/South Main St. Corridor Re-development Plan

The City of Statesboro issued a request for qualifications (RFQ) for engineering services for the South Main Street Corridor Re-development Plan. This RFQ is a part of the effort to develop the “Blue-Mile” area mentioned in the America’s Best Communities Grant that is currently being pursued by the City of Statesboro. RFQs were sent to numerous engineering firms with the following firms submitting:

1. EMC Engineering
2. Thomas and Hutton Engineering

The selection process included presentations by both firms followed by an evaluation committee meeting and a consensus selection by the committee. While both firms offered professional presentations, the committee unanimously recommends EMC Engineering for this project. It was felt that EMC’s presentation offered great vision, similar project experience and high-quality solutions for potential obstacles for this project. Currently, there remains approximately \$55,000 for the Engineering and Marketing services for the “Blue-Mile” Project. Although we have RFQ submittals for the marketing process for this project, we recommend the selection of an engineering firm first as this service is deemed more crucial at this point of the project. We recommend Council approve the Mayor to enter into negotiations with EMC Engineering, for an amount not to exceed \$55,000, to provide engineering services for the South Main Street Corridor Re-development Plan. These funds, if approved, would come from the America’s Best Communities Grant (Quarter Finalist Award Funds). Any remaining funds from this stage of the ABC Grant will be coupled with future ABC Grant funds and other funding sources to obtain marketing services.

RESOLUTION #2015-48:

A Resolution approving the City of Statesboro Proposed Fiscal Year 2016 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 2016.

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 17th day of November, 2015.

CITY OF STATESBORO, GEORGIA

By: _____
Jan Moore, Mayor

Attest: _____
Sue Starling, City Clerk

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2016 TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: 11/17/15
Name of local government: City of Statesboro
Address: P.O. Box 348 Statesboro GA 30459
Contact Person and Title: Brad Deal, City Engineer
Contact Person's Phone Number: 912-764-0655
Contact Person's Fax Number: 912-764-0664
Contact Person's Email: brad.deal@statesboroga.gov

Is the Priority List attached? Yes

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 2016**

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:

10926
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

SEAL:

My Commission Expires:

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

City of Statesboro
2016 LMIG Project Report

ROAD NAME	BEGINNING	ENDING	LENGTH (MILES)	DESCRIPTION OF WORK	PROJECT COST	PROJECT SCHEDULE
Oak Street	Northside Drive	Preetorious Street	0.09	Deep patching, GAB, asphalt binder course, and asphalt surface course of 20 ft wide asphalt surface	\$ 29,480.44	Construction scheduled to be let in March 2016
Preetorious Street	North Main Street	Oak Street	0.10	Leveling, resurfacing, and striping of 20 ft wide asphalt surface	\$ 22,433.73	Construction scheduled to be let in March 2016
Chandler Road	Georgia Avenue	Lanier Drive	0.86	Milling, leveling, resurfacing, and striping of 33 ft wide asphalt surface	\$ 268,073.01	Construction scheduled to be let in March 2016
Lafayette Street	Turner Street	Northside Drive	0.05	Leveling, resurfacing, and striping of 20 ft wide asphalt surface	\$ 14,187.50	Construction scheduled to be let in March 2016
Thomas Street	Turner Street	Northside Drive	0.06	Deep patching, GAB, asphalt binder course, and asphalt surface course of 20 ft wide asphalt surface	\$ 31,828.50	Construction scheduled to be let in March 2016
Davis Street	Northside Drive	East Parrish Street	0.21	Deep patching, GAB, asphalt binder course, asphalt surface course, and striping of 21 ft wide asphalt surface	\$ 44,045.83	Construction scheduled to be let in March 2016
Denmark Street	Ivory Street	Johnson Street	0.18	Leveling, resurfacing, and striping of 35 ft wide asphalt surface	\$ 44,209.20	Construction scheduled to be let in March 2016
East Oliff Street	North Zetterower	Northside Drive	0.06	Leveling, resurfacing, and striping of 25 ft wide asphalt surface	\$ 28,383.85	Construction scheduled to be let in March 2016
Merrywood Drive	Hawthorne Road	Oak Leaf Drive	0.29	Leveling, resurfacing, and striping of 22 ft wide asphalt surface	\$ 26,209.94	Construction scheduled to be let in March 2016
Totals					\$ 508,852.00	

City of Statesboro FY 2016 Street Resurfacing List

STREET	BEGINNING POINT	ENDING POINT	LENGTH (MILES)
Oak Street	Northside Drive	Preetorious Street	0.09
Preetorious Street	North Main Street	Oak Street	0.10
Chandler Road	Georgia Avenue	Lanier Drive	0.86
Lafayette Street	Turner Street	Northside Drive	0.05
Thomas Street	Turner Street	Northside Drive	0.06
Davis Street	Northside Drive	East Parrish Street	0.21
Denmark Street	Ivory Street	Johnson Street	0.18
East Oliff Street	North Zetterower	Northside Drive	0.06
Merrywood Drive	Hawthorne Road	Oak Leaf Drive	0.29
		TOTAL MILEAGE	1.90

