



**JANUARY 19, 2011 6:00 P.M.**

1. Call to Order by Mayor Joe Brannen
2. Invocation and Pledge of Allegiance by Councilman Gary Lewis
3. Approval of Minutes:
  - a) January 04, 2011 Council Minutes
  - b) January 04, 2011 Council Work Session Minutes
4. Recognitions/Public Presentations
  - a) Deon Hendrix (American Legion) request to speak to Council concerning the American Legion on Carver Street
5. Public Comments (Agenda Item):
6. Consideration of a Motion to approve/deny 1<sup>st</sup> reading as notification for application of alcohol license :
  - a) Susan Elaine Olsen (Pizza Mill)
7. Consideration of a Motion to approve/ deny 2<sup>nd</sup> reading for an alcohol license:
  - a) Daniel Long (Your Pie)
8. Consideration of a Motion to approve/deny 2<sup>nd</sup> reading of annexation **Ordinance #2011-01**: An Ordinance to annex property into the City of Statesboro.
9. Public hearing and consideration of a motion to approve/deny the following variance request: **APPLICATION # V 10-12-01**: Statesboro Mall, LLC requests a variance from Section 1600 of the *Statesboro Zoning Ordinance* to reduce the amount of required off-street parking for the property located at 718 Northside Drive East.
10. Consideration of a motion to award the bid of a new knuckle boom trash loader for the Sanitation Division to Freightliner of Savannah, in accordance with all bid specifications, for a total amount of \$116,985.00.
11. Consideration of a Motion to approve **Resolution 2011-03**: A Resolution Calling for the Adoption of a Standard Water/Sewer Extension Agreement.
12. Consideration of a Motion to approve **Resolution 2011-04**: A Resolution Calling for the Adoption of a Standard Water/Sewer Agreement for Properties Located Outside the City Limits Which Do Not Require Extensions.

13. Reports from Staff:

- a) City Manager's Report
- b) Department Head Reports

14. Other Business from City Council

15. Public Comments (General):

16. Consideration of a Motion to Adjourn



**CITY OF STATESBORO  
CITY COUNCIL MINUTES  
January 04, 2011**

A regular meeting of the Statesboro City Council was held on January 04, 2011 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Joe R. Brannen, Council Members: Will Britt, Tommy Blitch, John Riggs, Gary Lewis and Travis Chance. Also present were Interim City Manager Frank Parker, City Clerk Sue Starling, Staff Attorney Michael Graves, Director of Community Development Christian Lentz, and City Engineer Robert Cheshire. Absent was City Attorney Sam Brannen.

**Approval of Minutes:**

- a) **December 07, 2010 Council Minutes**
- b) **December 07, 2010 Work Session Minutes**

Councilman Riggs made a motion, seconded by Mayor Pro Tem Will Britt to approve the Council minutes and Work Session minutes for December 07, 2010. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Recognitions/Public Presentations:**

- a) **Retirement of Jacob Reedy for 11 years of service with the City of Statesboro**

Human Resource Director Jeff Grant congratulated Jacob Reedy as he retires and for his 11 years of service to the City of Statesboro. Mayor Brannen presented Mr. Reedy with a plaque as everyone wished him well on his retirement.

**Consideration of a Motion to approve/deny application for a Special Event Permit:**

- a) **Larry Scarboro (Big Head Barber/Salon)**

Councilman Lewis made a motion, seconded by Councilman Blitch to approve the application for a special event permit for Larry Scarboro (Big Head Barber/Salon). Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to approve/deny 1<sup>st</sup> reading as notification for application of alcohol license:**

- a) **Jerry Lamar Morris (Enmark Stations, Inc.)**
- b) **Tam Doan (Nikko Japanese Restaurant)**

Councilman Lewis made a motion, seconded by Mayor Pro Tem Will Britt to approve 1<sup>st</sup> reading as notification for application of alcohol license for Jerry Lamar Morris (Enmark Stations, Inc.) and Tam Doan (Nikko Japanese Restaurant). Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Public Hearing and Consideration of a Motion to approve/deny the following zoning map amendment request and 1<sup>st</sup> reading of annexation Ordinance #2011-01: APPLICATION # AN 10-11-01: Bird Lane, LLC requests annexation by the 100 percent method of 1.23 acres of property located on Bird Lane and Lanier Drive into the City of Statesboro, and rezoning of said property from PUD (Planned Unit Development District – Bulloch County) to R-4 (High Density Residential) District.**

Laura Marsh representing Franklin and Taulbee spoke in support of the annexation. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to approve the following zoning map amendment request and 1<sup>st</sup> reading of annexation Ordinance #2011-01: APPLICATION # AN 10-11-01: Bird Lane, LLC requests annexation by the 100 percent method of 1.23 acres of property located on Bird Lane and Lanier Drive into the City of Statesboro, and rezoning of said property from PUD (Planned Unit Development District – Bulloch County) to R-4 (High Density Residential) District. ). Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. Councilman Blich abstained from voting stating a conflict of interest. The motion carried by a 4-0 vote.

**Public Hearing and Consideration of a Motion to approve/deny the following variance request: APPLICATION # V 10-11-02: Bird Lane, LLC requests a variance from Section 703(B.2) of the *Statesboro Zoning Ordinance* to allow for development of greater than 12 dwelling units per acre on property located at Bird Lane and Lanier Drive.**

Councilman Chance made a motion, seconded by Councilman Lewis to approve the following variance request: APPLICATION # V 10-11-02: Bird Lane, LLC requests a variance from Section 703(B.2) of the *Statesboro Zoning Ordinance* to allow for development of greater than 12 dwelling units per acre on property located at Bird Lane and Lanier Drive. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. Councilman Blich abstained from voting stating a conflict of interest. The motion carried by a 4-0 vote.

**Public Hearing and Consideration of a Motion to approve/deny the following variance request: APPLICATION # V 10-11-03: EMC Engineering Services, Inc. requests a variance on behalf of Dr. William R. Deal and Ellen Deal McKinney from Section 702 of the *Statesboro Zoning Ordinance* to allow for a building height of greater than 35 feet on property located on U.S. Highway 301 South.**

Chuck Perry representing EMC spoke in support of the variance request. Councilman Lewis made a motion, seconded by Mayor Pro Tem Will Britt to approve the following variance request: APPLICATION # V 10-11-03: EMC Engineering Services, Inc. requests a variance on behalf of Dr. William R. Deal and Ellen Deal McKinney from Section 702 of the *Statesboro Zoning Ordinance* to allow for a building height of greater than 35 feet on property located on U.S. Highway 301 South. Councilman Britt, Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to approve Resolution 2011-01: A Resolution to Fix and Publish Qualifying fees for the City of Statesboro November 8, 2011 General Election**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Blich to approve Resolution 2011-01: A Resolution to Fix and Publish Qualifying fees for the City of Statesboro November 8, 2011 General Election. Councilman Britt, Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to approve Resolution 2011-02: A Resolution authorizing the transfer of lot #06 at 323 Proctor Street in Statesboro Pointe subdivision to the Statesboro-Bulloch County Land Bank Authority for sale to Habitat for Humanity of Bulloch County, Inc. for \$5,000.00.**

Councilman Lewis made a motion, seconded by Councilman Chance to approve Resolution 2011-02: A Resolution authorizing the transfer of lot #06 at 323 Proctor Street in Statesboro Pointe subdivision to the Statesboro-Bulloch County Land Bank Authority for sale to Habitat for Humanity of Bulloch County, Inc. for \$5,000.00. Councilman Britt, Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to award the low bidder contract to Y-Delta, Inc. in the amount of \$1,587,068.35 for the Lakeview Rd. N.W. annexation area water/sewer extension**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to award the low bidder contract to Y-Delta, Inc. in the amount of \$1,587,068.35 for the Lakeview Rd. N.W. annexation area water/sewer extension. Councilman Britt, Blich, Riggs and Lewis voted in favor of the motion. Councilman Chance voted against the motion. The motion carried by a 4-1 vote.

**Consideration of a Motion to award the bid of two (2) 2011 F-150 Crew Cab pickup trucks for the Statesboro Fire Department to Rozier Ford in the amount of \$45,716.00.**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to award the bid of two (2) 2011 F-150 Crew Cab pickup trucks for the Statesboro Fire Department to Rozier Ford in the amount of \$45,716.00. Councilman Britt, Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to award the bid of seven (7) 2011 Dodge Charger police pursuit vehicles for the Statesboro Police Department to Carl Gregory Dodge in the amount of \$253,568.00**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to award the bid of seven (7) 2011 Dodge Charger police pursuit vehicles for the Statesboro Police Department to Carl Gregory Dodge in the amount of \$253,568.00. Councilman Britt, Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to approve the reimbursement of expenses for the Belle House to Biff Thompson in the amount of \$106,222.50**

Interim City Manager Frank Parker and Director of Water Wastewater Wayne Johnson explained the line items for reimbursement of fees paid by Biff Thompson for the Belle House. Biff Thompson stated he would like the same consideration as was given to "Hackers". Mayor Pro Tem Will Britt made a motion, seconded by Councilman Blitch to approve the reimbursement of expenses for the Belle House to Biff Thompson not to exceed the amount of \$75,000.00. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to approve the nomination of City Staff Attorney Michael Graves to the Statesboro-Bulloch County Land Bank Authority**

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to approve the nomination of City Staff Attorney Michael Graves to the Statesboro-Bulloch County Land Bank Authority. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Reports from Staff:**

Interim City Manager Frank Parker stated the H&H Service (Mike Hadden) issue had been resolved. He recognized Phyllis Thompson and Benji Thompson as the new directors of the Development Authority. The Bulloch County Retreat will be held on February 25<sup>th</sup> and 26<sup>th</sup> at St. Simons Island. The Mayors Day Convention will be held in Atlanta on January 22<sup>nd</sup> thru 24<sup>th</sup>, 2011. The Wild Game Supper will be held in Atlanta on February 1<sup>st</sup>, 2011.

City Engineer Robert Cheshire states the sidewalks at Main and Main were 99% complete. DSDA is moving forward on the welcome sign on 301 South. We are using City staff on parts of this project to same money. We also received out survey for street improvements in the area of Church Street.

Director Water Wastewater Wayne Johnson stated he received the draft permit from EPD for the reuse water system. The well #10 is near completion. The Roach Estate is near an agreement for the easement of sewer lines for the Southeast Quadrant.

**Consideration of a Motion to enter into Executive Session to discuss “Legal matters regarding pending litigation” and personnel matters in accordance with O.C.G.A. §50-14-3 (2010)**

Councilman Lewis made a motion, seconded by Mayor Pro Tem Will Britt to enter into Executive Session at 10:30 a.m. with a ten(10) minute break before starting the discussion of legal matters regarding pending litigation and personnel matters in accordance with O.C.G.A. § 50-14-3 (2010). Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote. Present were Mayor Joe R. Brannen, Council Members: Will Britt, John Riggs, Tommy Blitch, Gary Lewis, and Travis Chance. Also present were City Clerk Sue Starling, Staff Attorney Michael Graves and Director of Human Resources Jeff Grant. The meeting adjourned at 11:25 a.m.

**Regular Session**

Mayor Joe Brannen called the regular Council session back to order at 11:27 a.m. Mayor Brannen announced no action had been taken in executive session.

**Other Business from the City Council**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Riggs to approve the recommendation, by the Interim City Manager Frank Parker, for a new position to hire a receptionist and a Human Resource Coordinator. Councilman Britt, Riggs, Blitch, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to Adjourn**

Councilman Blitch made a motion, seconded by Councilman Riggs to adjourn. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote. The meeting was adjourned at 11:30 a.m.



**CITY OF STATESBORO  
CITY COUNCIL WORK SESSION MINUTES  
January 04, 2011**

A work session of the Statesboro City Council was held on January 04, 2011 at 11:40 a.m. in the Council Chambers at City Hall. Present were Mayor Joe R. Brannen, Council Members: Will Britt, John Riggs, Travis Chance, Gary Lewis and Tommy Blicht. Also present were Interim City Manager Frank Parker, City Clerk Sue Starling, and Staff Attorney Michael Graves, Director of Community Development Christian Lentz, City Planner Martin Laws and City Engineer Robert Cheshire.

The following topics were discussed:

**City Manager Frank Parker**

- Discussion of the variance for Belk's expansion

Steve Mitchell representing Hull Storey-Gibson Properties spoke on the expansion. The discussion included the parking lot with installation of islands and greenery. Henry Clay representing the Tree Board spoke in support of the plans for improving the look of the Statesboro Mall parking lot.

- Discussion of the GSU reclaimed water system

This topic was discussed in the Council Meeting preceding this meeting.

- Discussion to amend the sign code for nonprofit organizations

The American Legion (William N. Lee) asked Council to amend its sign ordinance to exclude nonprofit organizations. Interim City manager Frank Parker stated this item will be brought back to Council at a future time.

**City Clerk Sue Starling**

- Update on Mayors Day Conference

The Mayors Day Conference will be held in Atlanta at the Hilton Hotel on January 22th thru January 24<sup>th</sup>, 2011.

- Update on Wild Game Supper

The Wild Game Supper will be held on February 1, 2011 at the Depot in Atlanta from 5:00 p.m. until 7:30 p.m.

There was no action taken. The meeting adjourned at 12:15 p.m.



CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION 12-30-10 NEW  RENEWAL

TYPE OF BUSINESS TO BE OPERATED:

- RETAIL BEER & WINE PACKAGED ONLY \$1,250.00
- RETAIL BEER & WINE BY THE DRINK \$1,250.00
- BEER, WINE & LIQUOR BY DRINK \$3,750.00
- WHOLESALE LICENSE \$1,000.00
- APPLICATION FEE - PACKAGED SALES \$ 150.00
- APPLICATION FEE - POURING SALES \$ 150.00

APPLICANTS FULL NAME Susan Elaine Olsen

BUSINESS NAME Pizza Mill

DBA \_\_\_\_\_

BUSINESS ADDRESS 608 Northside Dr. W #C

BUSINESS MAILING ADDRESS 608 Northside Dr. W #C

BUSINESS TELEPHONE # \_\_\_\_\_

APPLICANTS HOME ADDRESS \_\_\_\_\_

APPLICANTS HOME PHONE # \_\_\_\_\_

APPLICANTS AGE 43 DATE OF BIRTH \_\_\_\_\_ SS# \_\_\_\_\_

ARE YOU A CITIZEN OF THE UNITED STATES?  YES  NO

HAVE YOU EVER BEEN ARRESTED FOR ANYTHING?  YES  NO

IS THE APPLICANT THE OWNER OF THE BUSINESS?  YES  NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS? \_\_\_\_\_

HOW MANY PARTNERS, SHAREHOLDERS, ETC. ARE INVOLVED IN THE BUSINESS 1

PLEASE LIST BELOW:  
Scott Steven Olsen

\*\*\*\*\*

FOR OFFICE USE ONLY:	APPROVED	DENIED (REASON ATTACHED)
Police Department	_____	_____
Community Development	_____	_____
Fire Department	_____	_____
Building Official	_____	_____

## ALCOHOL APPLICATION CHECKLIST

Your Pie

Business Name: \_\_\_\_\_

1.  Zoning/Planning
2.  Fire Inspection
3.  Background Check (Police Department)
4.  Food Service Permit (Health Department)
5.  State License - Alcohol (Issued after City Approves & Issues City License)
6.  Affidavit
7.  Copy of Identification
8.  Building Official
9.  Affidavit of Publication (Alcohol License Only)  
(Advertised during the 1<sup>st</sup> and 2<sup>nd</sup> readings)

**No Issues With Any Departments**

11-16-10 First Reading      1-19-11 Second Reading

\_\_\_\_\_ **Date Approved/Denied By Mayor and City Council**

\_\_\_\_\_  
Teresa Skinner – Tax Clerk

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION \_\_\_\_\_ NEW  RENEWAL \_\_\_\_\_

TYPE OF BUSINESS TO BE OPERATED:

- \_\_\_\_\_ RETAIL BEER & WINE PACKAGED ONLY \$1,250.00
- RETAIL BEER & WINE BY THE DRINK \$1,250.00
- \_\_\_\_\_ BEER, WINE & LIQUOR BY DRINK \$3,750.00
- \_\_\_\_\_ WHOLESALE LICENSE \$1,000.00
- \_\_\_\_\_ APPLICATION FEE - PACKAGED SALES \$ 150.00
- \_\_\_\_\_ APPLICATION FEE - POURING SALES \$ 150.00

APPLICANTS FULL NAME Daniel Adam Long

BUSINESS NAME Carpe Diem Securities LLC

DBA Your Pie

BUSINESS ADDRESS 701 Piedmont Loop, Suite 200, Statesboro, GA. 30458

BUSINESS MAILING ADDRESS 701 Piedmont Loop, Suite 500, Statesboro, GA 30458

BUSINESS TELEPHONE # (912) 764-5664

APPLICANTS HOME ADDRESS

APPLICANTS HOME PHONE

APPLICANTS AGE 28 DATE OF BIRTH

ARE YOU A CITIZEN OF THE UNITED STATES?  YES \_\_\_ NO

HAVE YOUR EVER BEEN ARRESTED FOR ANYTHING? \_\_\_ YES  NO

IS THE APPLICANT THE OWNER OF THE BUSINESS?  YES \_\_\_ NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS? \_\_\_\_\_

HOW MANY PARTNERS, SHAREHOLDERS, ETC. ARE INVOLVED IN THE BUSINESS 0

PLEASE LIST BELOW:

\*\*\*\*\*

FOR OFFICE USE ONLY: APPROVED DENIED (REASON ATTACHED)

Police Department \_\_\_\_\_

Community Development \_\_\_\_\_

Fire Department \_\_\_\_\_

Building Official \_\_\_\_\_

**Teresa Skinner**

**From:** Ronald Shaw [rshaw@statesboroga.net]  
**Sent:** Tuesday, January 11, 2011 6:51 PM  
**To:** Teresa Skinner  
**Subject:** Your Pie Alcohol License

**Attachments:** Plan of action.pdf; Signed Alcohol App.pdf

Pursuant to the attached plan of action the fire department does not have an objection to the issuance of an alcohol license. The approval of the OTC and CO for this tenant space will be held until the construction and plan of action is complete.

Ronnie Shaw  
Deputy Fire Commander  
Prevention Division Commander  
Statesboro Fire Department  
1533 Fair Road  
Statesboro, GA 30458  
Phone 912-764-3473  
Fax 912-681-7205  
rshaw@statesboroga.net

Carpe Diem Securities, LLC  
DBA Your Pie  
Daniel Long  
Owner/Operator  
T: 912-541-0517  
F: 912-489-5663  
dadamlong@hotmail.com

Dear Ronnie Shaw,

This letter is intended to explain the plan of action for the life and safety code for the restaurant, Your Pie that is being constructed at 701 Piedmont Loop, Suite 200, Statesboro, GA. 30458. All emergency exits, emergency lighting and all other life and safety codes will be installed and working no later than January 18, 2011. All equipment will be assembled and installed according to all manufactures instructions no later than January 20, 2011. Again, this is the plan of action for the restaurant Your Pie. If you have any questions or concerns, please feel free to contact me.

Sincerely,



Daniel Long

**ORDINANCE #2011-01:  
AN ORDINANCE TO ANNEX PROPERTY  
INTO THE CITY OF STATESBORO, GEORGIA**

WHEREAS, the Mayor and City Council of the City of Statesboro, Georgia have received petition from Bird Lane, LLC, who is the owner of 100 percent of the property to be annexed; and,

WHEREAS, the Mayor and City Council have reviewed the petition, and the corresponding staff recommendation, and wish to annex the property into the corporate limits of the City of Statesboro; and,

WHEREAS, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated, in order to annex property, to provide an effective date and other provisions, the Mayor and City Council must approve an ordinance of annexation;

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. All that area contiguous to the City of Statesboro described in "Exhibit A," attached hereto and incorporated as a part of this ordinance, is hereby annexed into the City of Statesboro and made a part of said city.

Section 2. This ordinance shall become effective on February 1, 2011 provided that it is approved subsequently by the United States Department of Justice under the pre-clearance provisions of the Civil Rights Act.

Section 3. The City Clerk of the City of Statesboro is instructed to send a report that includes certified copies of this ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to the Census maps during the next survey and stating that the survey map will be completed and returned to the United States Census Bureau, Georgia Department of Community Affairs, and to the governing authority of Bulloch County, Georgia within thirty (30) days after the effective date of the annexation as set forth in Section 2.

Section 4. On the effective date of the annexation, this property shall be placed in Council District 2 of the City of Statesboro.

Section 5. All ordinances and parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Passed and adopted on two separate readings.

First Reading: January 4, 2011

Second Reading:

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

\_\_\_\_\_  
By: Joe R. Brannen, Mayor

\_\_\_\_\_  
Attest: Sue Starling, City Clerk

## **EXHIBIT A**

All those certain tracts or parcels of land lying and being in the 1209<sup>th</sup> G. M. District of Bulloch County, Georgia, containing 1.23 acres identified on a survey titled "A Survey of 1.233 Acres Located in the 1209<sup>th</sup> G.M.D., Bulloch County, Georgia" prepared for Bird Lane, LLC by John A. Dotson, Registered Land Surveyor No. 2500, on November 10, 2010.

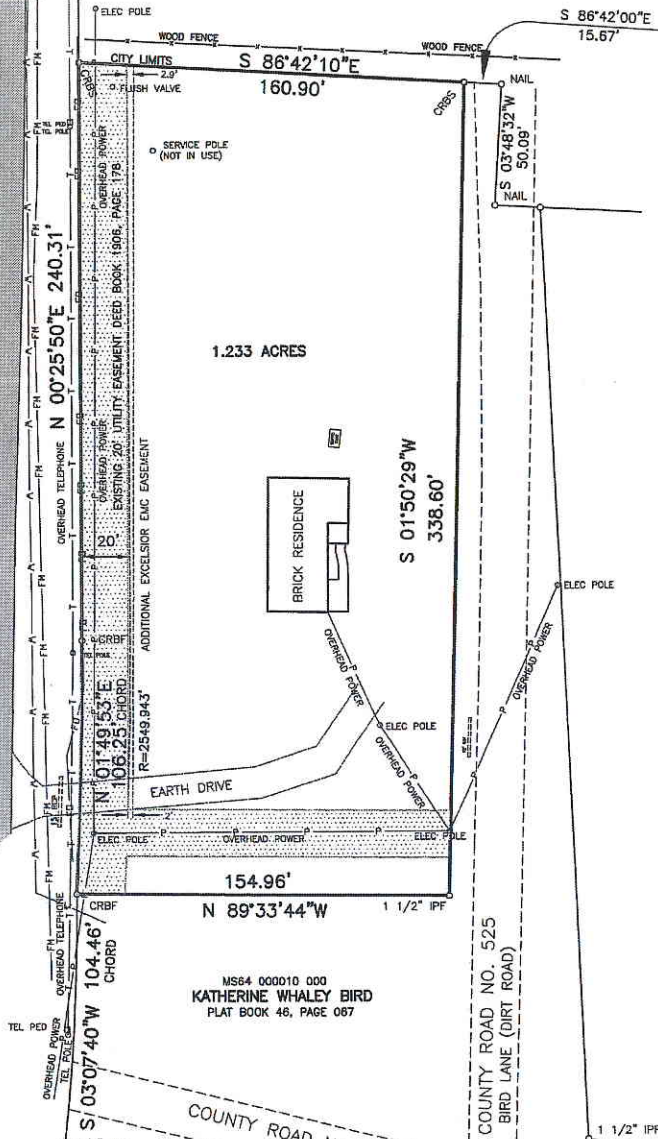
**REFERENCES:**

- PLAT BOOK 1, PAGE 241
- PLAT BOOK 4, PAGE 065
- PLAT BOOK 31, PAGE 071
- PLAT BOOK 46, PAGE 067
- PLAT BOOK 64, PAGE 148



LANIER DRIVE 80' R/W

MS63 000021 000  
**BIRD LANE, LLC**  
 DEED BOOK 1712, PAGE 283  
 PLAT BOOK 31, PAGE 071



MS64 000002 000  
**CAROLE JEAN NESMITH**  
 PLAT BOOK 1, PAGE 241

**LEGEND:**

- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- CRBS = CAPPED REBAR SET
- C = CHORD DISTANCE
- SCL = STATESBORO CITY LIMITS
- R/W = RIGHT-OF-WAY
- HDPP = HIGH DENSITY POLYETHYLENE PIPE
- RCP = REINFORCED CONCRETE PIPE
- SAN MH = SANITARY MANHOLE
- J-BOX = JUNCTION BOX
- C = CABLE TELEVISION
- S = SANITARY SEWER
- FM = FORCE MAIN
- G = GAS LINE
- E = ELECTRIC LINE
- T = TELEPHONE LINE
- W = WATER LINE
- FO = FIBER OPTIC LINE
- X = FENCE
- TP □ = TELEPHONE PEDESTAL
- CP □ = CABLE TV PEDESTAL
- ⊗ = DROP INLET OR YARD INLET
- ⊠ = CURB INLET
- ⊙ CO = SANITARY CLEANOUT
- ⊙ = FIRE HYDRANT
- △ = WATER VALVE
- = WATER METERS
- ⊠ = AC UNIT
- ⊠ = ELEC. TRANSFORMER

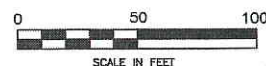
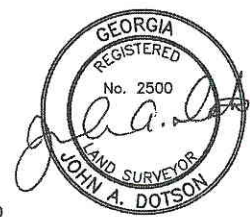
**SURVEY OF 1.233 ACRES LOCATED IN THE 1209TH G.M.D.,  
 BULLOCH COUNTY, GEORGIA**

MAXWELL - REDDICK & ASSOCIATES, INC.  
 ENGINEERS & LAND SURVEYORS  
 1203 BRAMPTON AVENUE  
 STATESBORO, GEORGIA  
 912-764-4214

**SURVEY FOR BIRD LANE, LLC**

PRECISION DATA	
E.O.C. FIELD	1 / 64385
ERROR PER ANGLE	00° 00' 03"
ADJ. METHOD	LEAST SQUARES
E.O.C. PLAT	1 / 280886
DATE:	NOVEMBER 10, 2010
FILED SURVEY COMPLETED:	NOVEMBER 09, 2010

FIELD EQUIPMENT	
DATA COLLECTOR	
MAGNETIC LOCATOR	
TOTAL STATION	
SCALE:	1" = 50'



FILE NO. 11-10-082 DY RE  
 FILE NAME: C:\SU\DATA\N\NGUYEN.CRD  
 FILE NAME: CADFILES\NGUYEN\SOUTHERNLOTPLAT.DWG





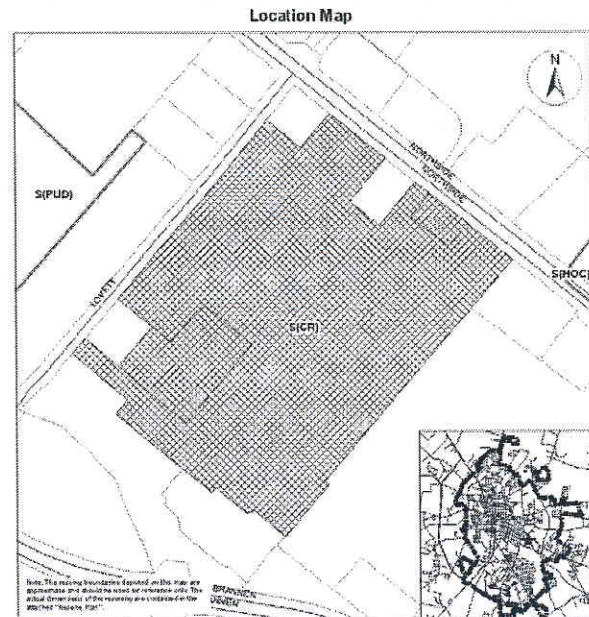
City of Statesboro – Department of Community Development  
**DEVELOPMENT SERVICES REPORT**

P.O. Box 348  
Statesboro, Georgia 30458

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

**Variance**  
**V 10-12-01 – 718 Northside Drive East**

**LOCATION:** 718 Northside Drive East  
**REQUEST:** Parking Variance  
**APPLICANT:** Steve Mitchell, P.E. Hull, Storey, Gibson  
**OWNER(S):** James M. Hull  
**LAND AREA:** 18.07 Acres (Mall) / 26.26 Acres Including all parking areas  
**PARCEL TAX MAP #s:** MS72000008 002, MS72000010 000, MS72000008 006 and #MS72000008 007  
**COUNCIL DISTRICT:** 5 (Chance)



**PROPOSAL:**

The applicant is requesting a variance from Article 16, Section 1600 of the *Statesboro Zoning Ordinance* to allow for a parking requirement reduction related to the construction of a 25,000 SF building addition to the Statesboro Mall. The proposed addition would result in the removal of existing required parking spaces (72 total); while, exempting the property owner from providing additional parking which would be required to serve the added building square footage (100 total). Cumulatively, the request would allow for a reduction in required parking for the subject property by 172 spaces.

**BACKGROUND:**

The Statesboro City Council granted the Statesboro Mall a prior variance from Article 16, Section 1600 [Required off street parking facilities] of the *Statesboro Zoning Ordinance* on December 5, 2006. The request was brought to the City Council due to the increase in a pre-existing deficit of the number of parking spaces the Mall incurred with the construction of the Starbucks on an outparcel. Given the gross leasable area of the Statesboro Mall at the time – combined with the seating capacity of a theater on the site – the *Statesboro Zoning Ordinance* required a total of 1,766 parking spaces on the subject property (Mall: 1,048 spaces; Theater: 718 spaces). The construction of the Starbucks illustrated that the subject property would be operating at 1,479 spaces following restriping of parking on portions of the site – a deficit of 287 spaces from that required by *Ordinance*.

In requesting the variance at the time, the applicant successfully argued that the subject property could continue to operate efficiently under the premise of a shared parking arrangement. Such a scenario provided that the Mall building be assigned 1,048 parking spaces while the theater be assigned 431 parking spaces. The 287 space deficit on the subject property represents a 19 percent reduction of the standard site requirement.

In requesting a variance from the City of Statesboro's parking requirements - necessitated by the current proposed Mall building addition - the applicant is seeking a ruling that the variance will allow for future changes in the size of the Statesboro Mall, usage of outparcels, changes to the theater, or changes to the parking spaces on the property without the need for future City Council consideration/action. The applicant also requests that the variance establish that the

number of parking spaces available on the site following completion of the building addition (estimated 1,407 spaces) satisfies the four (4) spaces to 1000 square feet of Gross Leasable Area for the Mall building including future potential expansion. The current request would essentially allow for all remaining on-site parking to be assigned to the Mall building – with no parking assigned to the theater. Such a proposal represents a shared parking formula which would allow a 100 percent reduction in parking assigned to the entertainment use (theater) located on the property and is significantly different than the applicant’s proposal of 2006. (See attached applicant letter submitted with the variance application.)

**SURROUNDING LAND USES/ZONING:**

	ZONING:	LAND USE:
NORTH:	CR (Commercial Retail)	Southern Square Shopping Center (includes Checker’s, Chick-fil-a, Longhorn Steakhouse)
SOUTH:	CR (Commercial Retail)	Vacant
EAST:	CR (Commercial Retail)	Wal-Mart Shopping Center
WEST	CR (Commercial Retail)	Gate Gas Station / L.A. Waters Furniture Center / Sea Island Bank

The subject property is located in a CR (Commercial Retail) district and is surrounded by various commercial establishments. The Southern Square Shopping Center is located on the parcels northeast of the subject property and is also owned by the applicant’s company, Hull, Storey, and Gibson. The Southern Square Shopping Center contains several retail stores and a variety of restaurants in the center and on outparcels. There are several properties located to the west of the subject property which contains different commercial uses. The parcel south of the subject property is currently vacant. The parcel east of the subject property contains the Wal-Mart Shopping Center and is separated from the subject property by a storm water detention area maintained by Wal-Mart.

**COMPREHENSIVE PLAN:**

The subject property is located within an “Activity Center” character area as designated by the *Statesboro Comprehensive Master Plan 2009-2029*. Pedestrians are the focus of the “Activity Center” character area and vehicles should have less prominence in these areas. The *Plan* seeks to allow pedestrian-oriented shopping, office, and entertainment establishments which could also accommodate high-density residential development and provide access to these activity centers for cyclist and pedestrians as well as drivers. The “Activity Center” character area promotes the infill development of areas where large surface lots exist and the use of landscaping and tree planting to soften development intensity.

In order to achieve the goals of the “Activity Center” character area the *Plan* suggests the following development and implementation strategies:

- Require shade trees to be planted in parking lots and along highway corridors.
- Evaluate parking ordinances for appropriate standards, including minimum and maximum standards and shared parking provisions.
- Include community gathering places, such as squares, plazas, etc. into commercial and mixed use developments.
- Incorporate inter-parcel connectivity, especially along major thoroughfares.
- Encourage infill, new, and redevelopment to build close to the street.
- Future developments and highway improvements within these areas should include pedestrian and bicycle access to surrounding neighborhoods.
- Incorporate inter-parcel connectivity, especially along major thoroughfares.
- Infill and redevelopment in these areas should occur according to a master plan that allows for mixed uses, transportation choices and urban design that mitigates the appearance of auto-dependence (such as screening parking lots or locating parking areas primarily to the sides and rear of buildings).
- Connect these areas with existing and proposed networks of bicycle paths, sidewalks and multiuse trails (such as the McTell Trail and the proposed county greenway).

The subject property is also located on a “Transitional Corridor” as defined by the *Plan*. The Transitional Corridor includes the following *Suggested Development and Implementation Strategies*:

- Infill and redevelopment along these corridors should occur according to a master plan that allows for mixed uses, transportation choices and urban design that mitigates the appearance of auto-dependence (such as screening parking lots or locating parking areas primarily to the sides and rear of buildings).
- Future developments and highway improvements within these areas should include pedestrian and bicycle facilities.
- Connect these areas with existing and proposed networks of bicycle paths, sidewalks and multiuse trails (such as the McTell Trail and the proposed county greenway).
- Plant shade trees along corridors and adjacent to sidewalks.
- Bicycle facilities may be provided through on-street bike lanes, shared road facilities, or a multi-purpose trail.
- For multi-lane streets, the use of vegetated medians can provide pedestrian refuge for those crossing the street. Medians should be kept narrow in general to minimize crossing distance.

Statesboro as a community recognizes the importance of trees and landscaping as an integral part of improving the character of the city. This is reflected as a goal of community in which a comprehensive tree and landscaping ordinance is requested by the community. The "Vision Statement" describes trees and landscaping as tools to "soften urban development, provide shade, comfort, health benefits, and beauty." Trees and vegetation are noted as an issue and opportunity for Statesboro as "trees and landscaping can serve to enhance property values and beautify the community," and as a policy, "We (Statesboro) will encourage the use of landscaping, lighting, signage, underground utilities, and building design to add value to our community.

The proposed site plan provided by the applicant (**Exhibit C**) illustrates the parking area for the Belk expansion. The site plan illustrates islands located at the end of parking rows but, these islands are striped not raised or landscaped islands. The conceptual sketch plan provides little evidence that the *Suggested Development and Implementation Strategies* contained in the *Plan* have been considered.

**TRANSPORTATION:**

The subject property is located on Northside Drive East and is bordered by three (3) streets. The following is a list of these streets and number of vehicular access points:

- Northside Drive East (U.S. Highway 80) from which it has three (3) vehicular access points.
- Lovett Road is located northwest of the subject property and has five (5) vehicular access points.
- Brannen is located to the rear of the subject property and contains one (1) vehicular access point.
- Wal-Mart parking lot is located to the east of the subject property and contains two (2) vehicular access.

The Georgia Department of Transportation has recorded the Annual Average Daily Traffic (AADT) for an area of Northside Drive East directly in front of the subject property. This data, retrieved from the State Traffic and Report Statistics website, states this portion of Northside Drive had an AADT count of 22,650 in 2009. This number increased by an AADT count of 3,240 since 2005.

The Institute of Transportation Engineers Trip Generation Manual illustrates the average amount of trips a shopping center produces based on its square footage. The following is list of time frames, listed average trips, and average trips produced by the Statesboro Mall:

Time Frame	ITE Average Number of Trips	Average Trips Produced by the Statesboro Mall
Weekdays	42 Trips per 1000 sq ft	11,002 trips
Saturday	50 Trips per 1000 sq ft	13,097 trips
Sunday	25 Trips per 1000 sq ft	6,549 trips

Sidewalks are located in front of the subject property along Northside Drive and along Lovett Road. There is no pedestrian access from these sidewalks to the Mall or theater. Many vehicular access points do not provide substantial throat length for vehicles entering and exiting the property to stack without disrupting on-site traffic flow within parking areas. There are no planned improvements for this section of Northside Drive East in the *Bulloch County/City of Statesboro 2035 Long Range Transportation Plan*.

**COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):**

The subject area is currently served by city utilities.

**ENVIRONMENTAL:**

The subject property contains 1.71 acres of wetlands. There are no designated FEMA flood areas located on the property.

**ANALYSIS:**

The Statesboro Mall and theater currently have a variance which allows these entities to operate without the required number of parking spaces as stipulated by the *Statesboro Zoning Ordinance*. The *Ordinance* requires the Mall to have a total of 1,048 parking spaces and when the previous variance was issued the Mall had a total of 1,479 spaces. The theater, located in the rear parking area of the Mall, required a total of 718 parking spaces per the *Ordinance*. The combination of the Mall and theater parking needs would require a minimum of 1,766 spaces to adequately address the *Ordinance*. The variance allowed the Mall and theater to share the parking area (**Exhibit F, Figure 5a**) and allow the deficit in parking of 287 spaces for both entities.

The proposed Mall building expansion (Belk) would create a larger deficit in the number of required parking spaces due to reconfiguration of the parking area and the addition of the square footage to the Mall in the form of the Belk

expansion. The reconfiguration to the parking area, according to the submitted site plans, would lead to a loss of 72 parking spaces. The addition of 25,000 square feet would require an additional 100 parking spaces be added to the parking area. These two factors would create an additional shortfall of 172 parking spaces to the current deficit of parking spaces of 287 for a total deficit of 459 parking spaces that the *Ordinance* would require.

The applicant's representative has contended that a variance is not necessary for the current proposed expansion of the Mall building because of City Council's 2006 approval of a variance which permitted a parking volume deficiency following the construction of a Starbucks on the site (**See Exhibit D – City Council Judgment Letter**). The applicant's request is also worded to infer that approval of this specific variance should account for potential future site alterations or building expansions. While approval of the variance at the time effectively allowed for a cumulative total of 1479 parking spaces on the site – to serve an ordinance requirement of 1766 total spaces – variances from the *Statesboro Zoning Ordinance* are tied to a specific action, typically requiring a building permit. A favorable ruling on a variance (2006 Starbucks construction) does not extend to future actions. Potential approval of the 179 parking space deficit being requested by this application is not perpetual and may not be applied to future undefined actions.

The parking area, located on the subject property, is approximately 20.24 acres of impervious surface. The *Statesboro Comprehensive Master Plan (2009-2029)* is clear as to the desire of the community to limit vast, non-landscaped parking areas as it detracts from the character of the community and can become a blighted area once vacancies dominate the shopping center. In contrast, landscaping can visually improve a parking area, creating an inviting environment for patrons (**Exhibit G**) and should be considered as an applicable condition of the variance if approved by City Council.

In contrast, staff recognizes the addition of more impervious surface in order to meet the parking requirement is not desirable and can detract from the character of the community. Research was conducted, by staff, on parking requirements for cities similar to Statesboro and there are cities with parking requirements which allows for fewer parking spaces for shopping centers and theaters. Research has also shown that some cities allow for the reduction of a certain percentage of parking if the parking area is shared by different businesses.

#### **STAFF RECOMMENDATION:**

The request may meet the standard for grant of a variance. Staff's recommendation is based on the following findings of fact:

- A) **There are no special conditions pertaining to the land or structure in question because of its size, shape, topography, or physical condition...** The property is of uniform shape and of fairly level topography. The wetlands on the property do not impact the developed area.
- B) **Special conditions and circumstances being considered (variances) result from the actions of the applicant.** A variance was issued to allow a parking deficit of 287 spaces. The applicant will increase the deficit by another 172 spaces with the expansion of the Belk as 72 spaces will be lost due to the reconfiguration of the parking area and 100 spaces will be required to account for the 25,000 square foot addition.
- C) **The application of the Ordinance to this particular piece of property would create an unnecessary hardship.** Staff research reveals that Statesboro's parking requirements (amount) for theaters and shopping centers is reasonable compared to other communities' requirements; although, it requires more parking spaces for theater seats than most comparable communities. The *Statesboro Zoning Ordinance* does not include a calculation for shared parking; although the resulting 25 percent shared parking ratio which would result from approval of this variance exceeds most shared parking calculations for commercial retail and entertainment uses. Standard shared parking formulas for combined commercial/retail and entertainment uses typically limit the parking reduction to ten (10) percent, but some ordinances allow administrative discretion of up to 20 percent.
- D) **Relief, if granted, would cause substantial detriment to the public good and impair the purposes and intent of the zoning regulations.** The further deficit of parking spaces that would occur with the expansion of the Belk and the reconfiguration of the parking area in front of the Belk would not be detriment to the public good as strict application of the requirements would require the additional provision of impervious surfaces in contrast to the recommendations of the *Statesboro Comprehensive Master Plan* and on a site which rarely meets capacity to staff's knowledge. The purposes and intent of the zoning regulations are not compromised as research has revealed that the ordinances of many comparable communities require less parking for the uses being considered than Statesboro's. This argument however, should be re-evaluated should future site alterations or building expansions be permitted on site because the 1,407 spaces which would remain on site represent a floor for acceptable standards if applying other communities' parking calculations to the site.

In contrast, the request by the applicant to not require future variances on the subject property or outparcels would cause substantial detriment to the public good. If granted this request would allow the property owners to modify the site, outparcels, theater, or parking area at any time without City Council action or public

oversight. Such a provision cannot be properly applied as the City cannot anticipate the shape or form that future proposed changes to the site would take. The lack of involvement of the City Council and the inability of the public to assess the impact of possible changes to the subject property impair the purposes and intent of the zoning regulations.

Should City Council recommend approval of the proposed variance, staff recommends the conditions listed in **ATTACHMENT A** which implement many of the applicable *Suggested Development and Implementation Strategies* referenced in the "Comprehensive Plan" section of this Report.

**PLANNING COMMISSION RECOMMENDATION (DECEMBER 21, 2010):**

Planning Commission recommends **approval** by a 3-0 vote (Commissioners Hendley and Karrh absent) of the variance request subject to staff recommendations of landscaping and traffic control provided in **Attachment A\***.

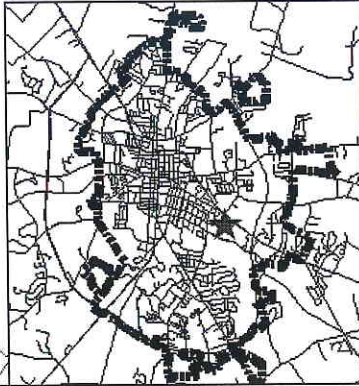
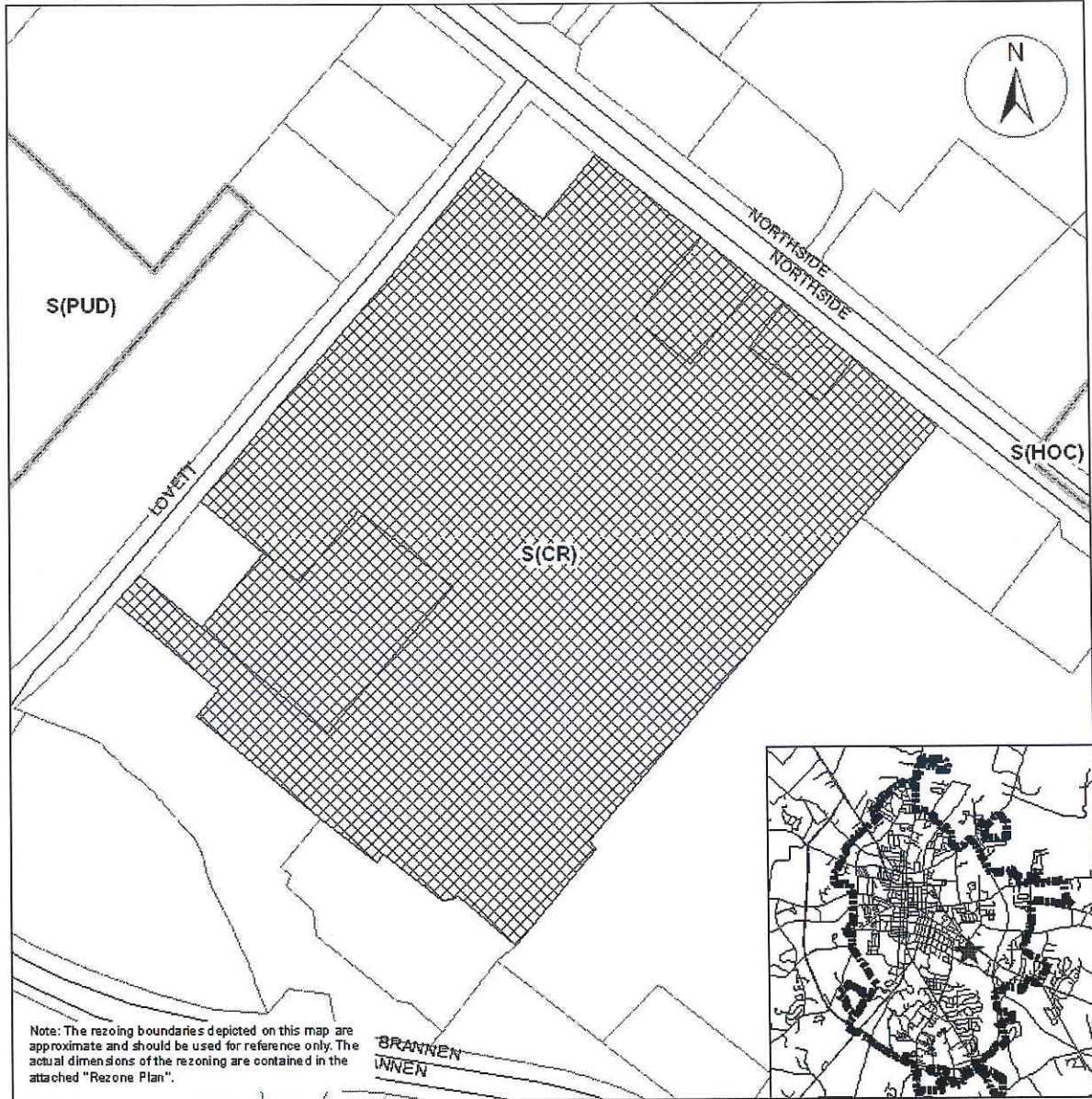
**Please Note:**

- *Unless otherwise stated in any formal motion by City Council, staff considers the proposed sketch plan (Exhibit C) submitted on behalf of the applicant for this request to be illustrative only. Approval of the application does not constitute approval of any final building or site plan.*
- *Staff interprets that any variance granted would apply solely to the proposed 25,000 SF Belk expansion and no other potential future action.*
- *\*Attachments A, B and C have been revised following the Planning Commission meeting of December 21, 2010 to reflect application of landscaping and traffic control conditions to an alternative location on the subject property than originally proposed. Revised attachments were presented to Planning Commission for information at their January 11, 2011 meeting.*

EXHIBIT A: LOCATION MAP

# V 10-12-01 718 Northside Drive East

## Location Map



V 10-12-01  
Statesboro Mall  
718 Northside Drive East

 Case Site  
 Existing Boundary

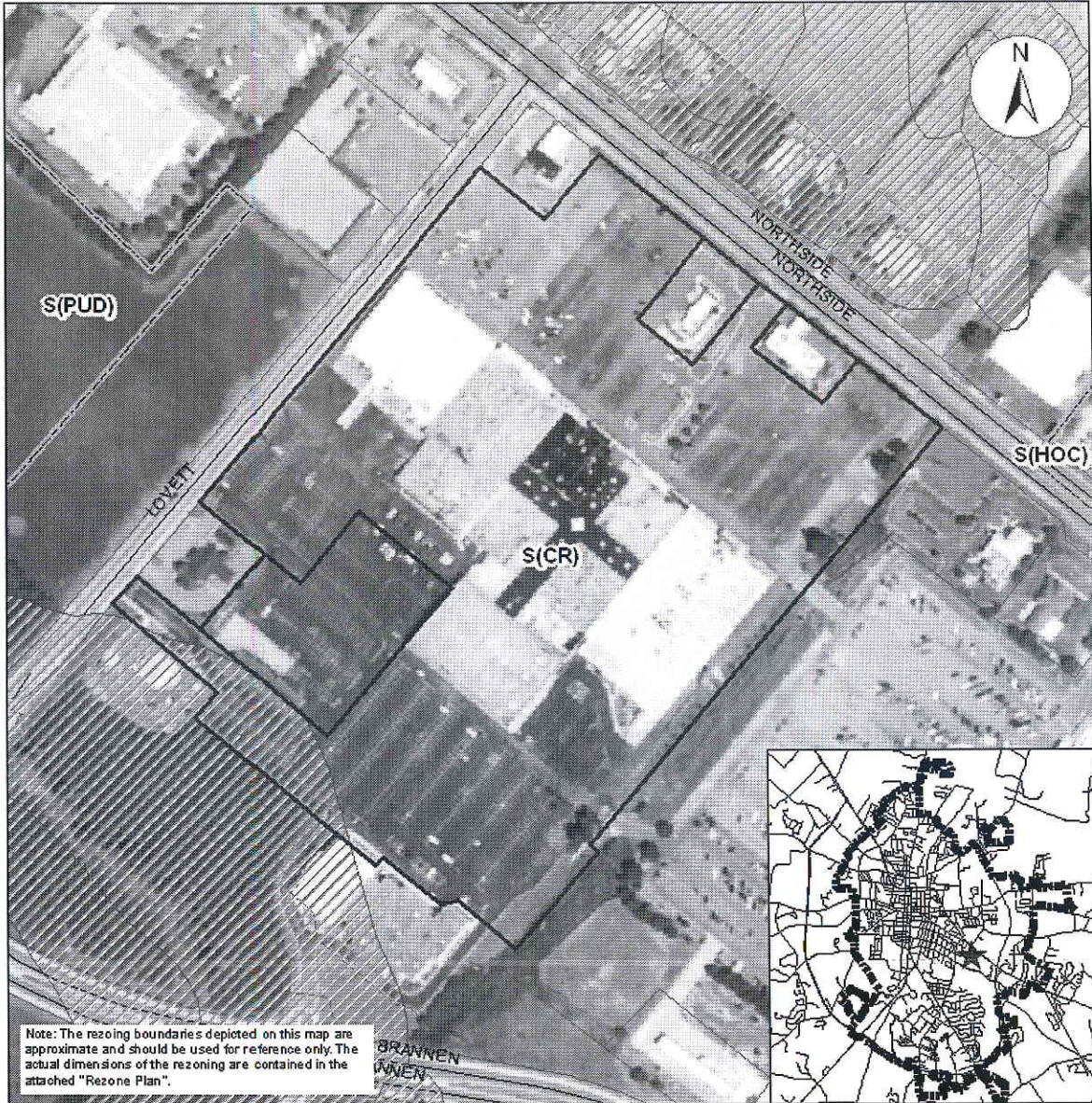
390 195 0 390 Feet



EXHIBIT B: AERIAL MAP

# V 10-12-01 718 Northside Drive East

## Aerial Map



V 10-12-01  
Statesboro Mall  
718 Northside Drive East

- Case Site
- Zoning Boundary
- Wetlands



EXHIBIT C: SITE PLAN

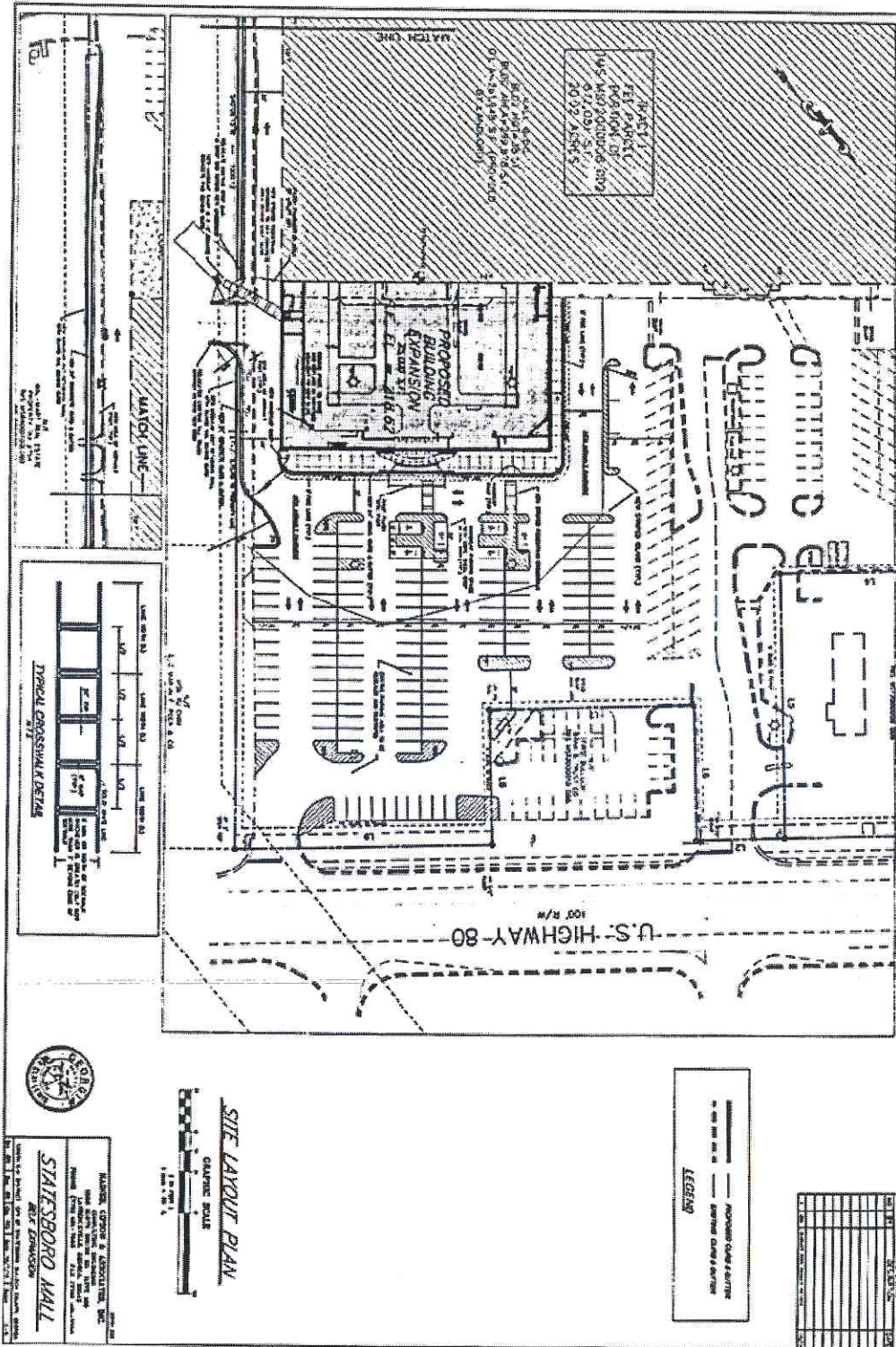




EXHIBIT D: CITY COUNCIL JUDGEMENT LETTER 2006 VARIANCE



CITY OF STATESBORO

50 EAST MAIN STREET  
P.O. BOX 348  
STATESBORO, GEORGIA 30459-0348

COUNCILMEMEN

Tommy Blitch - District 1  
Gary L. Lewis - District 2  
Will Britt - District 3  
Joe R. Brannen - District 4  
John T. Morris - District 5

William S. Hatcher II, Mayor  
George A. Wood, City Manager

December 6, 2006

Trav Paine  
P.O. Box 204227  
Augusta, GA 30917

RE: V 06-11-02, Variance application

Mr. Paine:

At its meeting on December 5, 2006, the Statesboro City Council approved the variance for the following request that you submitted:

Statesboro Mall, LLC, requests a variance to reduce the number of required parking spaces from 1766 to 1479 for the Statesboro Mall and Theatre located on the south side of Highway 80 East and the east side of Lovett Road.

In accordance with Section 1807 of the Statesboro Zoning Ordinance, the variance will expire six months from the date of approval if a building permit is not obtained. You or your contractor should contact the Engineering Department (912-764-0655) directly to discuss the requirements for obtaining a building permit and any other necessary approvals.

Should you have any questions, please do not hesitate to contact me by calling 912-764-0668 or by sending email to [planning@statesboroga.net](mailto:planning@statesboroga.net).

Sincerely,

James P. Shaw, AICP  
Planning Director

Planning Department  
Telephone: (912) 764-5468 • Fax: (912) 764-4691

**EXHIBIT E: LOCAL EXAMPLE OF A LANDSCAPED PARKING AREA\***



**EXHIBIT F: PHOTOS OF SUBJECT PROPERTY AND GENERAL VICINITY**



**Figure 1: View of area proposed for renovations**



**Figure 2: Site of old BB&T Bank Branch**



**Figure 3a: Existing Landscaping**



**Figure 3b: Existing Landscaping**



**Figure 3c: Existing Landscaping**



**Figure 4: Area of Potential Change**



**Figure 5a: View of the Parking Area in the Rear of the Mall**



**Figure 5b: View of the Parking Area in the Rear of the Mall**



**Figure 5c: View of the Parking Area in the Rear of the Mall**



**Figure 5d: View of the Parking Area in the Rear of the Mall (Overflow Parking Area)**

**ATTACHMENT A (CONDITIONS OF APPROVAL FOR V 10-12-01):** The property subject to variance case #V10-12-01 and listed in the case file at the time of adoption by Statesboro City Council as tax map parcels # MS72000008 002, MS72000010 000, MS72000008 006 and #MS72000008 007 shall be subject to the conditions listed herein.

- A. *Generally.* The following portions of the Statesboro Mall parking lot shall be subject to the applicable conditions herein:
- a. That area bounded by the mall building, the southeast property line and extending northwest no less than 400 feet to a point delineating the centerline of an existing driveway aisle shall be retrofitted to incorporate landscaping and access control features (Illustrated in **Attachment B**); and,
  - b. That area approximating the northeasternmost vehicular access to the subject property (Illustrated by **Attachment C**).
- B. *Parking Lot Access Control and Landscaping Requirements.* That portion of the Statesboro Mall parking lot referenced in Subsection A.a herein, and illustrated in **Attachment B**, shall adhere to the following access control and landscaping requirements:
- a. *Landscape Islands/Peninsulas.* The end of all rows of parking shall incorporate a terminal landscape island or peninsula. Additional landscape islands and peninsulas shall be spaced so that no more than 15 adjacent parking spaces exist without a landscape island/peninsula. The following minimum requirements shall apply to landscape islands and peninsulas:
    - i. Parking lot landscape islands/peninsulas shall have a minimum width of eight (8) feet from back of curb to back of curb and shall be equal in length to the adjoining parking space.
    - ii. A terminal landscape island or peninsula for a single row of spaces shall be planted with at least one (1) canopy tree (min. 2-1/2" caliper). A terminal landscape island for a double row of parking spaces shall contain two (2) canopy trees (min. 2-1/2" caliper). Landscape islands and peninsulas which are not located at the end of rows of parking, and thus may not be classified as terminal islands/peninsulas, shall provide the same number of trees as required for terminal islands/peninsulas herein, but may instead utilize small trees (min. 1 1/2" caliper).
    - iii. Striping of parking islands/peninsulas, in lieu of planted landscape islands or peninsulas, is not permitted.
    - iv. Parking lot lighting and signage shall be coordinated with the tree locations in the parking lot.
    - v. All landscape islands/peninsulas shall be 100 percent landscaped with evergreen shrubs (not to exceed 3.5 feet in height at maturity), ground cover (which may or may not require mowing), and/or flowers in mulched beds.
  - b. *Landscape Strip.* A landscaped strip shall be applied to the subject property along that portion of the southeast property line identified within Subsection A.a herein and illustrated in **Attachment B**. The following minimum requirements shall apply to the landscape strip:
    - i. The landscape strip shall be at least ten (10) feet in width and run for a length of roughly 500 feet extending between the driveway access to the adjacent Wal-Mart property and a point equivalent with the southeastern corner of the movie theater located on the subject property.
    - ii. No permanent structures are permitted within the landscape buffer strip, with the exception of identification signage and light posts, and mounding of the grade.
    - iii. The landscape strip shall contain one (1) canopy tree (min. 2-1/2" caliper) per 100 feet and one (1) small tree (min. 1-1/2" caliper) per twenty-five feet. The minimum requirement listed herein shall also be applied to any remaining increment of less than 100 feet.

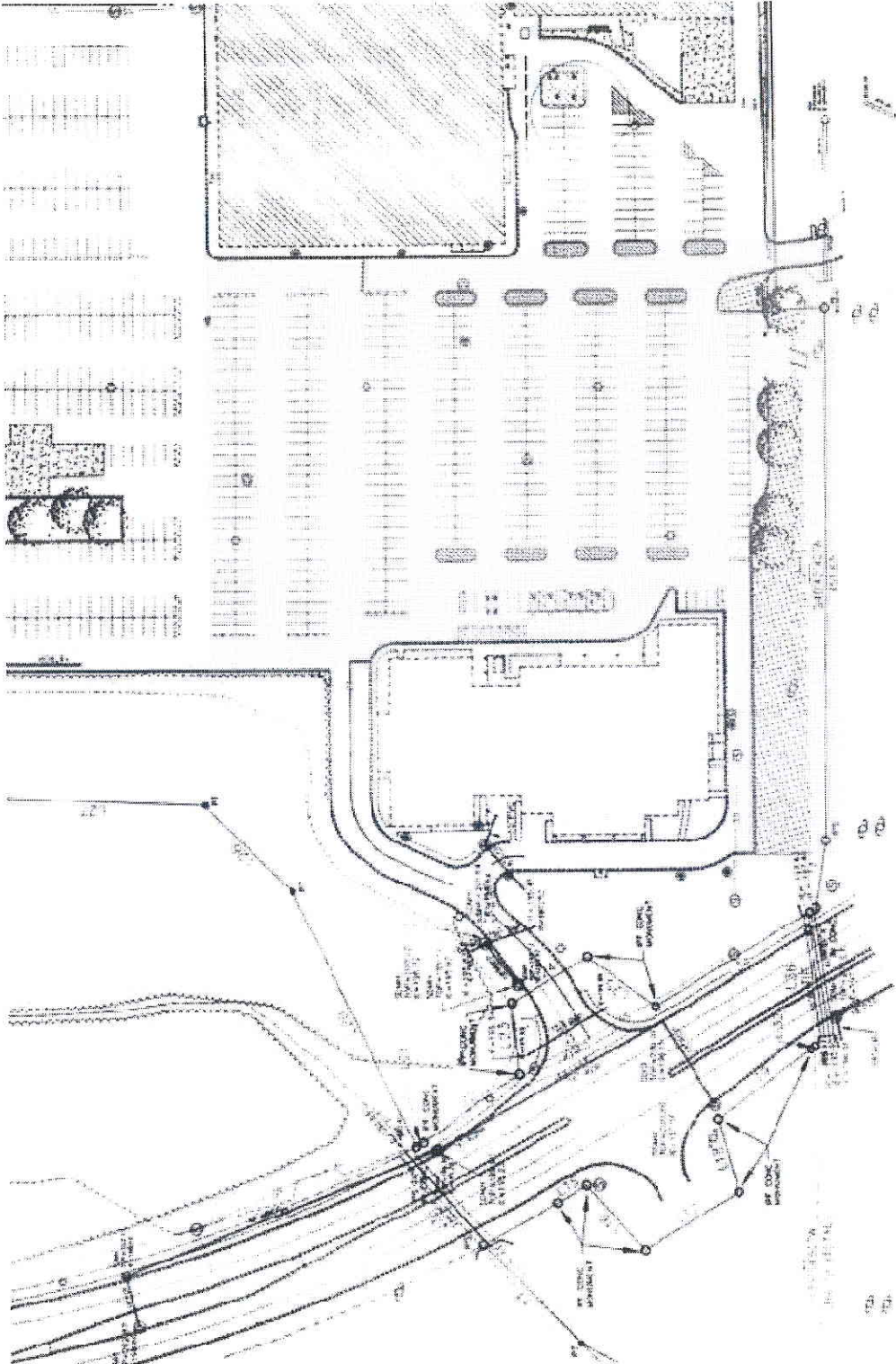


Clumping is permitted provided that adequate spacing is allowed for future growth of the tree and there is no gap greater than 40 feet.

- iv. The landscape strip shall contain a continuous evergreen hedge to screen the parking lot. Plantings in the hedge shall be spaced such that the continuous hedge is created within three (3) years of planting. The hedge shall not exceed 3.5 feet in height or block vehicular sight distance at the entry points. Remaining ground area shall be sodded, seeded, or hydroseeded with grass, and/or planted with shrubs and/or groundcovers.
- c. *Driveway Aisle Medians.* Parallel driveway aisles shall be separated by a landscaped median with a minimum width of eight (8) feet measured from back of curb to back-of-curb meeting the applicable landscaping requirements of Subsection B.a herein; except that tree cover provided within driveway aisle medians shall be in the form of at least one (1) canopy tree (min. 2-1/2" caliper) per 50 linear feet and one (1) small tree (min. 1-1/2" caliper) per twenty-five feet. The minimum requirement listed herein shall also be applied to any remaining increment of less than 50 feet.
- d. *Trees.* Where referenced herein, a "canopy tree" shall refer to trees defined by *Chapter 86 of Statesboro Municipal Code (Vegetation)* as a "medium" or "large" tree. Where referenced herein, a "small tree" shall refer to trees defined by *Chapter 86 of Statesboro Municipal Code (Vegetation)* as a "small" tree. Such trees shall further be identified as a "preferred" or "recommended" species as established in the City of Statesboro's *Tree Species List*. In meeting the tree requirements established herein, an equal distribution of at least three (3) canopy tree species and three (3) small tree species shall be required.
- e. *Curb and Gutter.* All access driveways, landscape islands/peninsulas, driveway aisle medians and landscape strips required within this **Attachment** shall be separated from paved area by raised curbs. Required curbing may be diminished or eliminated, in favor of landscaped areas that serve as bio-retention to help filter storm water runoff on-site, subject to the review and approval of the City Engineer.
- C. *Access Driveway.* The northeast entry drive accessing the subject property from U.S. Highway 80 (Northside Drive) and illustrated in **Attachment C** shall incorporate a driveway throat of at least 40 feet in depth which shall be free of vehicular encroachments and separated from all parking spaces and drive aisles by landscaped islands, medians and/or peninsulas. Such landscaped areas shall meet the applicable landscaping requirements of Subsection B.a herein.
- D. *Irrigation and Maintenance.*
  - f. *Irrigation.* All trees and landscape areas shall be provided with a means for delivery of water in quantity sufficient to establish and maintain the viability of plants. In order to facilitate maintenance and help establish plant material required by this Exhibit, water shall be available in one or both of the following methods:
    - i. As a minimum, provide a basic water resource such as a hose bib (spigot) within 200 lineal feet of all plantings to facilitate hand watering as necessary; and/or,
    - ii. A form of manual or automatic underground sprinklers shall be provided. Use of an in-ground irrigation system which supplies water to all newly planted trees and landscape material shall result in the 40 percent reduction of the landscape establishment surety required by Section D of this **Attachment**.
  - g. *Maintenance.* All trees and landscaping shall be maintained according to industry standards. All pruning shall be done in accordance with ANSI A300-1995 or most recent edition.
- E. *Landscape Plan and Bonding.*
  - h. *Landscape Plan.* A full landscape plan and corresponding site plans meeting the standards of the Statesboro Engineering Department and corresponding to the conditions established herein shall be submitted to the City for review within 30 days of approval of #V10-12-01. Construction of the improvements herein, and subsequently provided in a suitable landscape plan approved by the City shall commence within 90 days of approval of #V10-12-01.

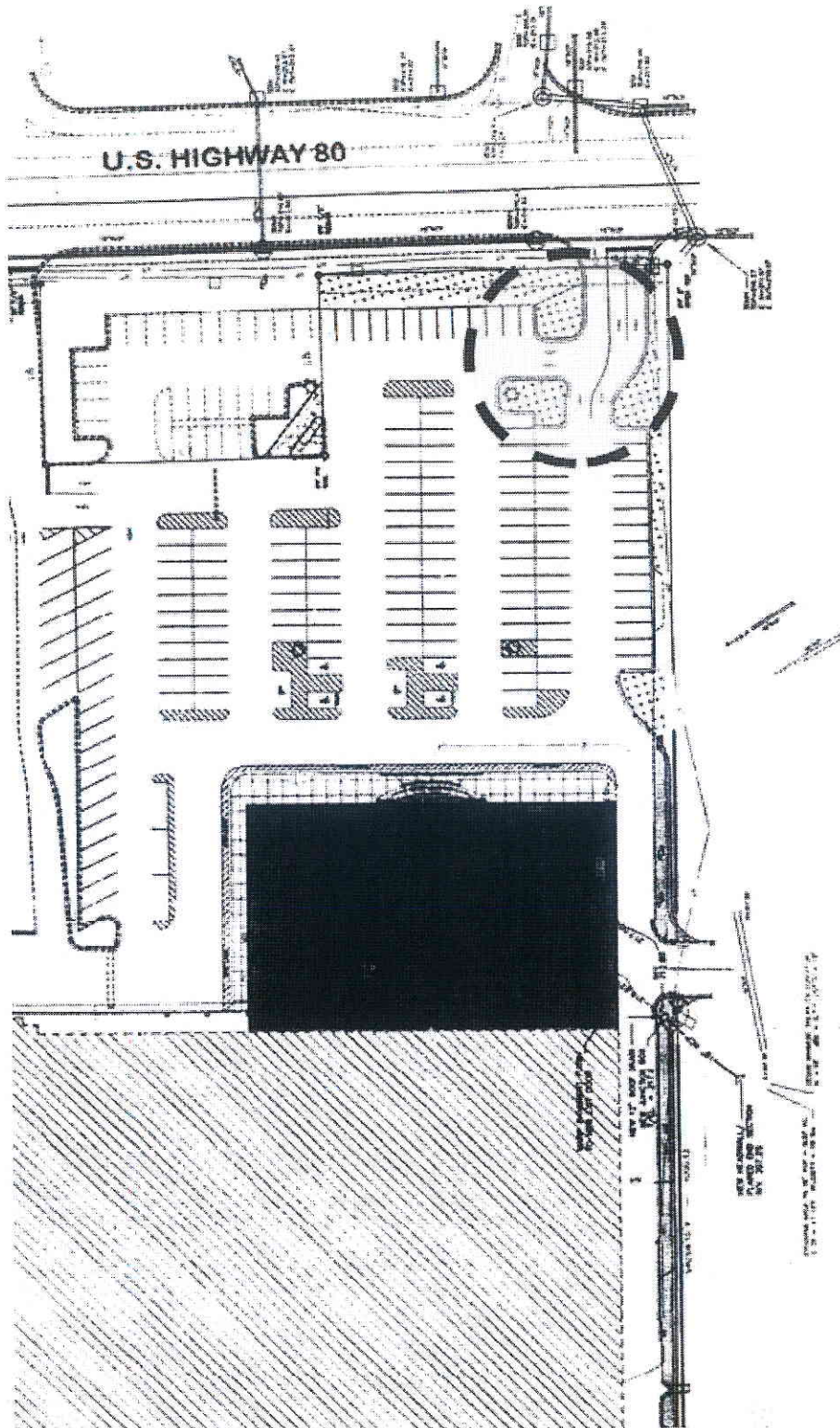
- i. *Landscape Establishment Surety.* A two (2) year landscape establishment surety shall be posted with the City Engineer after approval of the trees and landscaping installed in accordance with the requirements of this **Attachment**. Such surety shall be in the form of escrow or an irrevocable letter of credit and shall be in the amount of 125 percent of all required trees and landscaping. Such surety shall be released only upon inspection of the site and a satisfactory determination that all trees and landscaping are viable.
- F. *Parking.* An additional parking deficit - beyond the 172 spaces resulting from the applicant's proposed 25,000 SF expansion - may be permitted by the Director of Community Development for the sole purpose of accommodating the provisions contained in this **Attachment**.

**ATTACHMENT B: AREA SUBJECT TO CONDITIONS OF V 10-12-01:**



**NOTE:** Attachment B only represents the area within which the conditions listed in Attachment A will be applied. Attachment B does not represent a suitable landscape plan meeting the conditions of Attachment A.

ATTACHMENT C: AREA SUBJECT TO CONDITIONS OF V 10-12-01:



**NOTE:** Attachment C only represents the area within which the conditions listed in Attachment A will be applied. Attachment C does not represent a suitable landscape plan meeting the conditions of Attachment A.



**Bid Submittal Form**

Total Price of Knuckleboom Trash Loader package: \$ 116,985.00  
Make, Model and Year of Cab & Chassis: Freightliner, M2 106, 2012  
Make, Model, and Year of Loader & Body: Pac-Mac, KBF-20H, 2011

The undersigned hereby agrees to all terms specified and attests that the bid submitted represents his/her bid in its entirety:

Name of Dealer: Freightliner of Savannah

Dealer Contact Info: 301 O'Leary Rd.  
Savannah GA, 31407

Telephone Number: 964-8574

Name of Authorized Sales Rep: Joseph Alford

Signature of Authorized Sales Rep: *Joseph Alford*

Date: 1-4-11

Delivery Date: 150-180 days after order

this truck meets or exceeds all specifications



**Bid Submittal Form**

Total Price of Knuckleboom Trash Loader package:

\$ 118,029.09

Make, Model and Year of Cab & Chassis:

Freightliner, M2106, 2011

Make, Model, and Year of Loader & Body:

Pac-Mac, KBF-20H, 2011

The undersigned hereby agrees to all terms specified and attests that the bid submitted represents his/her bid in its entirety:

Name of Dealer:

Freightliner of Savannah

Dealer Contact Info:

301 O'Leary Rd.

Savannah, GA 31407

Telephone Number:

964-8574

Name of Authorized Sales Rep:

Joseph Alford

Signature of Authorized Sales Rep:

*Joseph Alford*

Date:

1-4-11

Delivery Date: 50-70 Days after order

A1+ Bid # 1




**Bid Submittal Form**

Total Price of Knuckleboom Trash Loader package: \$ 122261.00  
Make, Model and Year of Cab & Chassis: Peterbilt 337 2012  
Make, Model, and Year of Loader & Body: Pac-Mac KB20 2012

*A* Approximate Delivery Time 8 weeks Estimated Miles at Delivery 1200

The undersigned hereby agrees to all terms specified and attests that the bid submitted represents his/her bid in its entirety:

Name of Dealer: Peterbilt Truck Centers of Savannah  
Dealer Contact Info: 306 O'Leary Road  
Port Wentworth, GA 31407  
Po Box 4229 31407  
Fax# 912 965 9236  
Telephone Number: 912 965 1200  
Name of Authorized Sales Rep: Sandy Strickland  
Signature of Authorized Sales Rep:   
Date: 1/5/2011

**SANDY STRICKLAND**  
New and Used Truck Sales



**PETERBILT TRUCK CENTER OF SAVANNAH, LLC**  
306 O'LEARY ROAD, PORT WENTWORTH, GA 31407

OFFICE: 800-948-0006  
MOBILE: 912-344-7794  
FAX: 912-965-9236  
E-MAIL: [sandy.strickland@peterbilttruckcenters.com](mailto:sandy.strickland@peterbilttruckcenters.com)  
[www.peterbilttruckcenters.com](http://www.peterbilttruckcenters.com)



**Bid Submittal Form**

Total Price of Knuckleboom Trash Loader package: \$ 126,352.00

Make, Model and Year of Cab & Chassis: 2012 Peterbilt Model 337

Make, Model, and Year of Loader & Body: New 2011 PacMac KBF-20H Loader  
With Model TRB-1926 Body

**NOTE:** Terms are Net on Delivery of the complete unit.

The undersigned hereby agrees to all terms specified and attests that the bid submitted represents his/her bid in its entirety:

Name of Dealer: Beck Motor Co.

Dealer Contact Info: Dave Tennyson

Telephone Number: 229 436 1577 OR 800-768-2325

Name of Authorized Sales Rep: Dave Tennyson

Signature of Authorized Sales Rep: *Dave Tennyson*

Date: 1-3-2010

Delivery of Complete Unit: Approx 145 Days  
Depending on shipping time. Mileage on truck  
would depend on whether truck was driven  
or towed from factory, Mileage could range  
from 700 to 2200 miles, but would not  
affect warranty.



**Resolution 2011-03**

**Resolution Calling for the Adoption of a  
Standard Water/Sewer Extension Agreement**

**WHEREAS**, the City of Statesboro, Georgia provides water and sewer services to its clients pursuant to the City's Water and Sewer Master Plan and City ordinances

**WHEREAS**, the Mayor and City Council have determined that there is a need to standardize the requirements applicable to developers who wish to contract with the City of Statesboro to extend water and sewer services to serve developers' property; and

**WHEREAS**, the recognition of a standard water/sewer agreement applicable to water and sewer extensions will aid in the standardization of fees and requirements applicable to development involving the extension of City water and sewer lines and services. Said standardized agreement is attached hereto as Exhibit 1.

**NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED**, by the Mayor and City Council of the City of Statesboro, Georgia, that this resolution be adopted and that the attached water/sewer extension agreement be utilized in regard to all water and sewer extensions to properties desiring the extension of water and sewer services to their property.

**ADOPTED AND APPROVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF STATESBORO, GEORGIA

\_\_\_\_\_  
Joe R. Brannen, Mayor

ATTESTED TO:

\_\_\_\_\_  
Sue Starling, City Clerk

# EXHIBIT 1

**WATER/SEWER AGREEMENT**

GEORGIA, BULLOCH COUNTY

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal  
corporation, its assigns and successors, hereinafter referred to as "City" and  
\_\_\_\_\_, their heirs, assigns and  
successors, hereinafter referred to as "Developer", the developer of the project known as  
\_\_\_\_\_.

**WHEREAS**, in regard to extending and making additions to the City's water and/or  
sanitary sewer systems and also to the construction of water distribution and/or sanitary  
sewer collection and disposal systems to serve the property known as  
\_\_\_\_\_; located at \_\_\_\_\_ and

**WHEREAS**, the engineering design for said water and sanitary sewer systems will  
be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and \_\_\_\_\_ covenant  
and agree as follows:

-1-

City shall approve the designation of the engineer who shall be responsible for the  
engineering design and inspection in connection with the installation of said water and  
sanitary sewer systems. The Developer shall be responsible for providing resident  
inspection during construction and for insuring the engineer's conformance to area

planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

-2-

The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Long Range Water and Sewer Master Plan. This fee will also cover the costs for said Engineer to update the City's Water and Sewer Master Plan as per the development and to update the City's water/sewer location maps to include this extension of mains. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

-3-

Both parties covenant and agree that if the project is located outside the limits of the City and is contiguous to the City Limits, that in order to receive utility service from the City,

the Developer will agree for the development to be annexed into the City Limits and will formally request annexation by the 100% method, prior to the submittal of any subdivision plat or site plan. The Developer agrees to comply with all City of Statesboro Codes, Ordinances and Regulations applicable to Development and agrees that all inspections and code enforcement shall be conducted by the City of Statesboro and that a City building permit is required. The Developer agrees to submit construction plans to the City for review and to pay all City building permit fees and inspection fees prior to beginning any construction.

-4-

Both parties agree that if the project is located outside the City Limits but is not contiguous to the City Limits, in order to receive utility services from the City of Statesboro, the Developer will agree for his development to be annexed into the City and will formally request annexation by the 100% method at such time as the development becomes contiguous to the City Limits. The developer requesting water and sewer service for non contiguous property agrees and covenants with the City that restrictive covenants which are to run with the property will be placed on the property which would require any entity the property is conveyed to, to agree to 100% annexation of the property when it becomes contiguous.

-5-

Both parties covenant and agree that if the project is located outside the City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will agree to comply with the following City of Statesboro development related ordinances: Drainage Control Ordinance, Sign Ordinance and portions of the Zoning

Ordinance which regulates parking, density, building coverage and building set backs. In the event that Bulloch County's Zoning designation for this particular parcel differs from the City of Statesboro's Zoning designation, then the City's Director of Community Development shall determine which City Zoning district is most appropriate. In any case, the more restrictive ordinance regulations (City or County) shall govern.

-6-

The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

-7-

Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer (except the sewage treatment facility and the water supply facility) and after the submission of "as built" drawings (one electronic copy in a format acceptable to the City and two blueprint plans), the City will, subject to approval of the City Engineer, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof. Developer agrees to execute any further documentation, such as a Bill of Sale and/or Easement, upon request of the City as may be necessary to transfer title to the systems. The Developer shall bear the costs for the proper recording of all water and sewer easements. Those portions of the facilities not so conveyed by the Developer such

as single use lines, shall remain the responsibility of the Developer or its assigns as to the ownership and maintenance.

-8-

The Developer warrants the water and sanitary sewer systems to include all parts, piping and pumping devices that make up the water or sewer system against defects and improper installation for a period of one (1) year from the date the City accepts the system. During the one (1) year warranty any repairs to the system will be made at the expense of the Developer and any street repairs necessitated for the maintenance and repair of the water system and/or sanitary sewer systems will also be at the expense of the Developer.

-9-

Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

-10-

Developer acknowledges that there is an Aid to Construction fee (ATC) for each gallon of sewage accepted by the City from Developer for treatment. This fee shall be imposed in accordance with the current City rates in effect and shall be paid by Developer to the City upon execution of this Agreement. The current rate is \$1.60 per gallon per day of sewage accepted by the City for treatment. The City calculates that \_\_\_\_\_ gallons per day of sewage from the Project will be treated by the City. The Developer,

therefore, tenders the amount of \$\_\_\_\_\_ to the City in payment of this fee. If it becomes apparent that the amount of sewage to be treated by the City will exceed the amount set forth above, Developer shall immediately tender such payment of the ATC fees to the City as is required. It shall be the responsibility of the City to correctly calculate the gallons of sewage from the Project to be treated by the City. The City's calculations shall be consistent with the City's schedule of contributory load factors. The ATC fee is payable upon execution of the agreement.

-11-

It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. The connection fees shall be paid upon issuance of a building permit.

-12-

Developer acknowledges that the City shall be the sole provider of water for consumption or irrigation and covenants and agrees not to obtain a private well or gain water from any source other than the City.

-13-

This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

-14-

This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or



hereafter in effect relating to water and sewage service, while laws may be applicable to the City, shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**Resolution 2011-04**

**Resolution Calling for the Adoption of a Standard Water/Sewer Agreement for Properties Located Outside the City Limits Which Do Not Require Main Extensions**

**WHEREAS**, the City of Statesboro, Georgia provides water and sewer services to its clients pursuant to the City's Water and Sewer Master Plan and City ordinances

**WHEREAS**, the Mayor and City Council have determined that there is a need to standardize the requirements applicable to developers residing outside the city limits of Statesboro who wish to contract with the City of Statesboro to supply water and sewer services; and

**WHEREAS**, the recognition of a standard water/sewer agreement applicable to developers outside the City of Statesboro city limits will aid in the standardization of fees and requirements applicable to development involving the connection and utilization of city water and sewer services. Said standardized agreement is attached hereto as Exhibit 1.

**NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED**, by the Mayor and City Council of the City of Statesboro, Georgia, that this resolution be adopted and that the attached water/sewer extension agreement be utilized in regard to the connection of water and/or sewer services and the utilization of city water and sewer services for those developments residing outside the city limits of Statesboro.

**ADOPTED AND APPROVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF STATESBORO, GEORGIA

\_\_\_\_\_  
Joe R. Brannen, Mayor

ATTESTED TO:

\_\_\_\_\_  
Sue Starling, City Clerk

# EXHIBIT 1

**WATER/SEWER AGREEMENT**  
**(Project located in County—Connecting to City’s Water and/or Sanitary Sewer System, No Extension of Mains Required)**

GEORGIA, BULLOCH COUNTY

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal corporation, its assigns and successors, hereinafter referred to as “City” and \_\_\_\_\_, their heirs, assigns and successors, hereinafter referred to as “Developer”, the developer of the project known as \_\_\_\_\_.

**WHEREAS**, in regard to connecting to the City’s water and/or sanitary sewer systems and also to the construction of water distribution and/or sanitary sewer collection and disposal systems to serve the property known as \_\_\_\_\_; located at \_\_\_\_\_ and

**WHEREAS**, the engineering design for said water and sanitary sewer systems will be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and \_\_\_\_\_ covenant and agree as follows:

-1-

City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of said water and sanitary sewer systems. The Developer shall be responsible for providing resident inspection during construction and for insuring the engineer’s conformance to area

planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

-2-

Both parties covenant and agree that if the project is located outside the limits of the City and is contiguous to the City Limits, that in order to receive utility service from the City, the Developer will agree for the development to be annexed into the City Limits and will formally request annexation by the 100% method, prior to the submittal of any subdivision plat or site plan. The Developer agrees to comply with all City of Statesboro Codes, Ordinances and Regulations applicable to Development and agrees that all inspections and code enforcement shall be conducted by the City of Statesboro and that a City building permit is required. The Developer agrees to submit construction plans to the City for review and to pay all City building permit fees and inspection fees prior to beginning any construction.

-3-

Both parties agree that if the project is located outside the City Limits but is not contiguous to the City Limits, in order to receive utility services from the City of Statesboro, the Developer will agree for his development to be annexed into the City and will formally request annexation by the 100% method at such time as the development becomes contiguous to the City Limits. The developer requesting water and sewer service for non contiguous property agrees and covenants with the City that restrictive covenants which are to run with the property will be placed on the property which would require any entity the property is conveyed to, to agree to 100% annexation of the property when it becomes contiguous.

-4-

Both parties covenant and agree that if the project is located outside the City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will agree to comply with the following City of Statesboro development related ordinances: Drainage Control Ordinance, Sign Ordinance and portions of the Zoning Ordinance which regulates parking, density, building coverage and building set backs. In the event that Bulloch County's Zoning designation for this particular parcel differs from the City of Statesboro's Zoning designation, then the City's Director of Community Development shall determine which City Zoning district is most appropriate. In any case, the more restrictive ordinance regulations (City or County) shall govern.

-5-

The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

-6-

Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer (except the sewage treatment facility and the water supply facility), the City will, subject to approval of the City Engineer, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof.

-7-

Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

-8-

Developer acknowledges that there is an Aid to Construction fee (ATC) for each gallon of sewage accepted by the City from Developer for treatment. This fee shall be imposed in accordance with the current City rates in effect and shall be paid by Developer to the City upon execution of this Agreement. The current rate is \$1.60 per gallon per day of sewage accepted by the City for treatment. The City calculates that \_\_\_\_\_ gallons per day of sewage from the Project will be treated by the City. The Developer,

therefore, tenders the amount of \$ \_\_\_\_\_ to the City in payment of this fee. If it becomes apparent that the amount of sewage to be treated by the City will exceed the amount set forth above, Developer shall immediately tender such payment of the ATC fees to the City as is required. It shall be the responsibility of the City to correctly calculate the gallons of sewage from the Project to be treated by the City. The City's calculations shall be consistent with the City's schedule of contributory load factors. The ATC fee is payable upon execution of the agreement.

-9-

It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. The connection fees shall be paid upon issuance of a building permit.

-10-

Developer acknowledges that the City shall be the sole provider of water for consumption or irrigation and covenants and agrees not to obtain a private well or gain water from any source other than the City.

-11-

This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

-12-

This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or



hereafter in effect relating to water and sewage service, while laws may be applicable to the City, shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public