



March 5, 2013 9:00 am

1. Call to Order by Mayor Joe Brannen
2. Invocation and Pledge of Allegiance by Councilman Gary Lewis
3. Recognitions/Public Presentations
 - A) Retirement of Jim Smith with 35 years of Service as Senior WWTP Operator at the Waste Water Treatment Plant
 - B) Director of Public Safety Wendell Turner presents to Council a Police Department program called "Crime Free Housing"
 - C) Fire Department to recognize Public Works Personnel for their efforts in assisting the FD in the February 14th grain bin rescue
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 02-19-2013 Council Minutes
 - b) 02-19-2013 Executive Session Minutes
 - B) Consideration of a Motion to approve 2nd reading of **Ordinance 2013-01**: An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages).
 - C) Notification of alcohol license application:
 - a) Licensee: Cleyon Turner (Changing Managers)
DBA: The Olive Garden Italian Restaurant #1837
Location: 201 Henry Blvd
Type of Alcohol License: Beer, Wine & Liquor by the Drink
Type of Business: Restaurant
6. Consideration of a Motion to approve request to utilize Sole Source purchasing method for two (2) decorative, mast arm traffic signal poles to be used to replace the existing traffic signal poles at the intersection of W. Main St. @ S. College St. Purchase is associated with planned intersection improvements at this same location.
7. Consideration of a Motion to approve **Resolution 2013-04**: A Resolution approving the execution of an Intergovernmental Agreement between the City of Statesboro and Bulloch County.

8. Consideration of a Motion for the City of Statesboro to commit to \$150,000.00 if the City of Statesboro receives a CDBG grant in the amount of \$500,000.00 for the Gordon Street project.
9. Consideration of a Motion to approve/deny **Resolution 2013-05**: A Resolution authorizing the waiver of any payment in lieu of taxes (Pilot) by the Statesboro Housing Authority to the City of Statesboro for the 2012 Tax Year.
10. Consideration of a Motion to approve the remaining 1% bonus to the employees of the City of Statesboro.
11. Other Business from City Council
 - A) Luetta Moore Trail
12. Public Comments (General)
13. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” in accordance with **O.C.G.A.§50-14-3 (2012)**
14. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
CITY COUNCIL MINUTES
FEBRUARY 19, 2013**

A regular meeting of the Statesboro City Council was held on February 19, 2013 at 6:00 pm in the Council Chambers at City Hall. Present were Mayor Joe R. Brannen, Council Members Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire and Director of Community Development Mandi Cody. Absent was Mayor Pro Tem Will Britt.

Mayor Brannen recognized the Leadership Bulloch team. They were visiting the Council Meeting as part of the graduation requirements.

The meeting was called to Order by Mayor Joe Brannen

The Invocation and Pledge of Allegiance was given by Councilman John Riggs

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) 02-06-2013 Council Minutes**
- b) 02-06-2013 Work session minutes**

Consideration of a Motion to approve the 2nd reading of Ordinance 2013-02: An Ordinance to annex property of VALNOC, LLC into the City of Statesboro municipal limits.

Consideration of a Motion to approve the 2nd reading of Ordinance 2013-03: An Ordinance to annex property of Wendell and Miriam Hodges into the City of Statesboro municipal limits

Consideration of a Motion to approve 2nd reading of Ordinance 2013-04: An Ordinance to annex properties of the City of Statesboro into the City of Statesboro municipal limits

**Consideration of a Motion to approve a Special Event Permit for Jamie Toms:
Zeta Fall Alpha Semi-Formal- The Belle House**

Notification of alcohol license application:

- a) Licensee: Mohammad Khan**
- DBA: Uncle Dave's Inc. DBA Don Corleone's Pizza**
- Location: 200 Lanier Drive Suite 5**
- Type of Alcohol License: Retail Beer & Wine by the drink**
- Type of Business: Restaurant**

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

Consideration of a Motion to approve 1st reading of Ordinance 2013-01: An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages)

Councilman Boyum made a motion, seconded by Councilman Riggs to approve 1st reading of **Ordinance 2013-01**: An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages). Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to approve “Vehicle for Hire”
A) D W Yellow Cab 2 – Delorise Flonory (Owner- New Business)**

The applicant requested the item to be removed from the agenda until a later date.
No action was taken on this item.

Consideration of a Motion to Approve Award of Contract to Tucker Utilities, Inc. in the amount of \$26,643.00 to make drainage improvements to a section of N. College St. (see attached location map). The improvements are to be funded by 2007 SPLOST.

Councilman Chance made a motion, seconded by Councilman Boyum to award the contract to Tucker Utilities, Inc. in the amount of \$26,643.00 to make drainage improvements to a section of N. College St. (see attached location map). The improvements are to be funded by 2007 SPLOST. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to adopt the manual for procurement card procedures for the City of Statesboro

Councilman Riggs made a motion, seconded by Councilman Lewis to adopt the manual for procurement card procedures for the City of Statesboro. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to adopt the manual for purchasing procedures for the City of Statesboro

Councilman Chance made a motion, seconded by Councilman Lewis to adopt the manual for purchasing procedures for the City of Statesboro. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Other Business from City Council

City Manager Frank Parker asked for consideration of a motion to extend the contract for another 3 years for Judge Keith Barber. Councilman Chance made a motion, seconded by Councilman Lewis to approve the 3 year extension contract for Judge Keith Barber. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Safety Director Wendell Turner thanked the Statesboro and Bulloch County Fire Departments for their efforts in the rescue of 2 people trapped in a grain bin and a fire at the Southern States Cotton Gin.

City Manager Frank Parker made a suggestion that attendees going to the GMA Convention, set for June in Savannah, to only reserve rooms for Saturday and Sunday night. Council did not object to the suggestion.

At 6:22pm, Councilman Chance made a motion, seconded by Councilman Lewis to enter into an Executive Session on "Personnel Matters" with a 5 minute break. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Present were Council Members: Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were City Clerk Sue Starling, City Attorney Alvin Leaphart and Director of Human Resource Jeff Grant.

Mayor Brannen called the regular session back to order at 7:06 p.m. with no action taken.

Public Comments (General): None

Consideration of a Motion to Adjourn

Councilman Chance made a motion, seconded by Councilman Boyum to adjourn. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote. The meeting was adjourned at 7:06 pm.



City of Statesboro
Office of the City Attorney

P.O. Box 348
Statesboro, Georgia 30459

912.764.0683
912.489.6140(Fax)

February 7, 2013

TO: Mayor and City Council

FROM: J. Alvin Leaphart, City Attorney 

RE: Proposed Revision of Section 6-165. - Pricing of alcoholic beverages

Enclosed for your review are strikethroughs and additions to Section 6-165 which governs the pricing of alcoholic beverages. Along with this you will find a clean copy of the proposed ordinance revision.

This revision is to clarify that a person licensed to manufacture malt beverages within the City of Statesboro shall be allowed to conduct facility tours as allowed and licensed by the Georgia Department of Revenue.

Also enclosed is the State law referenced in the statute that provides for state permits for free tasting of malt beverages during educational and promotional brewery tours along with the rules and regulations of the Georgia Department of Revenue which further define what is and is not allowed during these educational and promotional brewery tours.

This revision does not allow anyone licensed by the State of Georgia as a brewpub and licensed by the City of Statesboro for consumption on the premises to conduct these facility tours with free tastings. State law specifically prohibits anyone licensed as a brewpub by the State of Georgia from providing free tastings. O.C.G.A. § 3-5-36(5).

**CURRENT ORDINANCE WITH STIKETHROUGHS AND ADDITIONS FOR
PROPOSED REVISIONS**

Sec. 6-165. - Pricing of alcoholic beverages.

- (a) This section shall ~~be construed to cover, include and apply to every type of alcoholic beverages licensed to be sold, including beer, wine, fortified wine, malt beverages and distilled spirits.~~ **govern all retail package licenses and all retail consumption on the premises licenses, but shall not limit or expand any privilege granted by the Commissioner of the Georgia Department of Revenue to a brewer licensed to manufacture malt beverages authorizing said brewer to conduct educational and promotional brewery tours pursuant to O.C.G.A. § 3-5-38.**
- (b) No licensee ~~or holder of any license to sell alcoholic beverages for consumption on the premises or in any part thereof,~~ **holding any retail package licenses or any retail consumption on the premises license** ~~on the premises or in any part thereof,~~ or employee or agent of **any such** licensee, shall:
 - (1) Offer to deliver any free alcoholic beverage to the general public, or at a price less than the wholesale price paid for the alcoholic beverage. This subsection shall not apply to a tasting-room where wine is offered in a quantity to only taste the product.
 - (2) Any on-premises-consumption licensee may sell, offer to sell, or deliver to a person any alcoholic beverage for less than the price customarily charged. This provision does not permit a licensee to sell, offer to sell, or deliver any alcoholic beverages during this period to any person or group at a price lower than is offered to the general public during this period, except at private functions not open to the public.
 - (3) Such sales shall only take place on a day when sales of alcoholic beverages for consumption-on-the-premises are allowed by this chapter and state statute.
 - (4) Sell, offer to sell, or deliver to any person or group of persons two or more or an unlimited number of alcoholic beverages during any set period of time at a fixed price, except at private functions not open to the public.
 - (5) Sponsor, conduct, encourage or allow on the licensed premises any game or contest or promotion which either:
 - a. Involves the drinking of alcoholic beverages or the awarding of alcoholic beverages as the prize; or
 - b. Has as its primary purpose the increasing of the consumption of alcoholic beverages on the premises.

- (6) Sell two or more alcoholic beverages for a price substantially the same as is charged for one such alcoholic beverage.
 - (7) Require the purchase of a second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased.
 - (8) Sell, offer to sell, or give away any coupons, tokens, tickets, receipts or other devices authorizing the serving of any alcohol beverage drinks either on the current or a subsequent day.
 - (9) Sell, offer to sell, or deliver to a customer in any container other than: (i) a glass or plastic cup for distilled spirits; or (ii) a standard wine glass or plastic cup, carafe or original winery bottle for any wine or fortified wine; or (iii) a glass or plastic cup, pitcher, or the original can or bottle for any beer or malted beverage.
 - (10) Sell, offer to sell, or deliver any alcoholic beverage to be inserted into the mouth of a customer in any manner by anyone other than by the customer.
 - (11) Charge any minimum charge, cover charge, admission charge, or any other nonfood or nonalcoholic beverage charge which discriminates on the basis of gender, race, creed, or national origin.
- (c) No provision of this section shall be construed to prohibit licensees from offering free food or entertainment at any time, or to prohibit the sale or delivery of wine by bottle or carafe when sold with meals or to more than one person, or to prohibit any hotel or motel from offering room services to registered guests; and do not apply to a movie theater licensed by the City of Statesboro to show movies to the public while offering reduced prices for tickets to matinees to youth under a certain age or to senior citizens.

(Ord. No. 2011-14, 12-6-11)

Ordinance 2013-01
An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances
(Alcoholic Beverages)

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

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend certain sections of Chapter 6 (Alcoholic Beverages) of the Code of Ordinances, City of Statesboro, Georgia;

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

SECTION 1:

Section 6-165 of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by replacing it in full, and shall read as follows:

Sec. 6-165. - Pricing of alcoholic beverages.

- (a) This section shall govern all retail package licenses and all retail consumption on the premises licenses, but shall not limit or expand any privilege granted by the Commissioner of the Georgia Department of Revenue to a brewer licensed to manufacturer malt beverages authorizing said brewer to conduct educational and promotional brewery tours pursuant to O.C.G.A. § 3-5-38.
- (b) No licensee holding any retail package license or any retail consumption on the premises license, or employee or agent of any such licensee, shall:
 - (1) Offer to deliver any free alcoholic beverage to the general public or at a price less than the wholesale price paid for the alcoholic beverage. This subsection shall not apply to a tasting-room where wine is offered in a quantity to only taste the product.
 - (2) Any on-premises-consumption licensee may sell, offer to sell, or deliver to a person any alcoholic beverage for less than the price customarily charged. This provision does not permit a licensee to sell, offer to sell, or deliver any alcoholic beverages during this period to any person or group at a price lower than is offered to the general public during this period, except at private functions not open to the public.

- (3) Such sales shall only take place on a day when sales of alcoholic beverages for consumption-on-the-premises are allowed by this chapter and state statute.
 - (4) Sell, offer to sell, or deliver to any person or group of persons two or more or an unlimited number of alcoholic beverages during any set period of time at a fixed price, except at private functions not open to the public.
 - (5) Sponsor, conduct, encourage or allow on the licensed premises any game or contest or promotion which either:
 - a. Involves the drinking of alcoholic beverages or the awarding of alcoholic beverages as the prize; or
 - b. Has as its primary purpose the increasing of the consumption of alcoholic beverages on the premises.
 - (6) Sell two or more alcoholic beverages for a price substantially the same as is charged for one such alcoholic beverage.
 - (7) Require the purchase of a second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased.
 - (8) Sell, offer to sell, or give away any coupons, tokens, tickets, receipts or other devices authorizing the serving of any alcohol beverage drinks either on the current or a subsequent day.
 - (9) Sell, offer to sell, or deliver to a customer in any container other than: (i) a glass or plastic cup for distilled spirits; or (ii) a standard wine glass or plastic cup, carafe or original winery bottle for any wine or fortified wine; or (iii) a glass or plastic cup, pitcher, or the original can or bottle for any beer or malted beverage.
 - (10) Sell, offer to sell, or deliver any alcoholic beverage to be inserted into the mouth of a customer in any manner by anyone other than by the customer.
 - (11) Charge any minimum charge, cover charge, admission charge, or any other nonfood or nonalcoholic beverage charge which discriminates on the basis of gender, race, creed, or national origin.
- (c) No provision of this section shall be construed to prohibit licensees from offering free food or entertainment at any time, to prohibit the sale or delivery of wine by bottle or carafe when sold with meals to more than one person, to prohibit any hotel or motel from offering room services to registered guests; and does not apply to a movie theater licensed by the City of Statesboro to show movies to the public while offering reduced prices for tickets to matinees to youth under a certain age or to senior citizens.

SECTION 2. All other sections of Chapter 6 not here expressly amended here remain in full force and effect.

SECTION 3. 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 4. This Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading February 19th, 2013
Second Reading March 5th, 2013

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

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk



1 of 1 DOCUMENT

OFFICIAL CODE OF GEORGIA ANNOTATED
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*** Current Through the 2012 Regular Session ***
*** Annotations Current Through November 9, 2012 ***

TITLE 3. ALCOHOLIC BEVERAGES
CHAPTER 5. MALT BEVERAGES
ARTICLE 2. STATE LICENSE REQUIREMENTS AND REGULATIONS FOR MANUFACTURE, DISTRIBUTION, AND SALE

GO TO GEORGIA STATUTES ARCHIVE DIRECTORY

O.C.G.A. § 3-5-38 (2012)

§ 3-5-38. Permits for free tasting of malt beverages during educational and promotional brewery tours

The commissioner shall, upon proper application therefor, issue an annual permit to any brewer licensed in this state authorizing such brewer to conduct educational and promotional brewery tours which may include free tasting on the premises by members of the public of tax paid varieties of malt beverages brewed by such brewer.

HISTORY: Code 1981, § 3-5-38, enacted by Ga. L. 1995, p. 486, § 1; Ga. L. 1997, p. 1514, § 1A.

NOTES: CODE COMMISSION NOTES. --Pursuant to *Code Section 28-9-5*, in 1995, this Code section, originally enacted as *Code Section 3-5-35*, was redesignated as *Code Section 3-5-38*.

Title Note

Chapter Note

Article Note

LexisNexis 50 State Surveys, Legislation & Regulations

Alcohol Manufacture, Distribution & Sales



1 of 1 DOCUMENT

RULES AND REGULATIONS OF THE STATE OF GEORGIA
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*** This document is current through the 4/30/12 cumulative supplement ***

TITLE 560: DEPARTMENT OF REVENUE
ALCOHOL AND TOBACCO TAX UNIT
CHAPTER 560-2-7 MALT BEVERAGES

Ga. Comp. R. & Regs. r. 560-2-7-.01 (2012)

560-2-7-.01 Facility Tours .

(1) During an Educational or Promotional Tour a "Free Tasting" may be conducted by the licensed brewery and the following amounts of Alcoholic Beverage which is brewed at the licensed facility may be provided.

(a) During or after completion of a one (1) hour Educational or Promotional Tour in compliance with this regulation an attendee may receive no more than a total of twenty-four ounces (24 oz.) of Malt Beverage or beer from a licensed facility;

(b) During or after completion of a two (2) hour Educational or Promotional Tour in compliance with this regulation an attendee may receive no more than thirty-two ounces of (32 oz.) of Malt Beverage or beer from a licensed facility.

(2) All Malt Beverages or beer provided for at the Tasting shall be served by a state licensed representative of the brewery or winery.

(3) No Malt Beverages or beer may be served during or after a Tour if:

(a) A brewery charges a fee for providing an Educational or Promotional Tour; or

(b) The Tour of the facility is conducted on Sunday pursuant to 560-2-2-.29.

(4) The licensed facility may elect to provide non-alcoholic food or beverages at no charge, either directly or indirectly, to the attendees.

(5) The attendees may, if permitted by the licensed facility, bring non-alcoholic food or beverages to the licensed facility solely for use during or following the Tour, or as part of any Tasting at the licensed facility.

(6) A licensed brewery shall not engage in retail package or retail consumption sales on Premises, directly or indirectly, of Alcoholic Beverages at any time unless specifically exempt by regulation or the Act.

(7) No person who is a participant in a Tour may bring Alcoholic Beverages to the licensed facility under any circumstances.

(8) Souvenirs offered for sale by a brewery may be used in Tastings sponsored by the brewery.

(a) The brewery shall disclose, in writing by posted signs, or distributed notices given to the Tour participant(s), that there are no requirements to purchase the souvenir container to participate in the Tour or Tasting;

(b) The souvenir container may be used in subsequent Tours of the brewery.

Authority *O.C.G.A. Secs. 3-2-2, 3-2-6, 3-5-38, 48-2-12.*

History. Original Rule entitled "Wholesaler to Post Master Price List for Entire Stock of Distilled Spirits; Amendments to List" adopted. F. and eff. June 30, 1965. **Repealed:** New Rule entitled "Wholesaler to Post Prices" adopted. F. Oct. 23, 1969; eff. Nov. 1, 1969, as specified by the Agency. **Repealed:** New Rule of same title adopted. F. Nov. 27, 1979; eff. Dec. 17, 1979. **Repealed:** New Rule entitled "Malt Beverage Retail Dealers Bond. Form ATT-1" adopted. F. May 5, 1982; eff. May 25, 1982. **Repealed:** F. Apr. 25, 2006; eff. May 15, 2006. **Amended:** New Rule entitled "Facility Tours" adopted. F. Oct. 1, 2010; eff. Oct. 21, 2010.

NOTES:

LexisNexis 50 State Surveys, Legislation & Regulations

Alcohol Manufacture, Distribution & Sales

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION 2/12/2013 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 |
| x | 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 Cleyon Turner

OWNERS NAME GMRI, Inc.

DBA (BUSINESS NAME) The Olive Garden Italian Restaurant #1837

BUSINESS ADDRESS 201 Henry Blvd., Statesboro, GA 30458

BUSINESS MAILING ADDRESS Attn: Licensing, PO Box 695016, Orlando, FL 32869-5016

BUSINESS TELEPHONE # 407-245-4000

APPLICANTS HOME ADDRESS

APPLICANTS HOME PHONE #

ARE YOU A CITIZEN OF THE UNITED STATES? X YES ___ NO

HAVE YOU EVER BEEN ARRESTED FOR ANYTHING? _____ YES X NO

IS THE APPLICANT THE OWNER OF THE BUSINESS? _____ YES X NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS? Manager

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

PLEASE LIST BELOW:

GMRI, Inc. is a wholly owned subsidiary of Darden Restaurants, Inc., which owns 100% of GMRI, Inc. stock.

FOR OFFICE USE ONLY: APPROVED DENIED (REASON ATTACHED)

Police Department _____

Community Development

Fire Department _____

Building Official _____



MEMORANDUM

To: Frank Parker, City Manager
From: Marcos Trejo, Engineer I *MT*
Robert Cheshire P.E., City Engineer *RC*
Re: Decorative Traffic Signal Poles for West Main St. at South College St. Intersection Improvements
Date: February 26, 2013

The Engineering Department is in the process of improving the intersection of West Main St. at South College St. These improvements consist of road widening, radius enlargement, and aesthetic decorative streetscape structures. The decorative streetscape structures are to match the East Main Streetscape project of 2009. Among the streetscape improvements are the upgrading of the traffic signal poles to decorative poles which would match the other traffic signal poles downtown.

The existing decorative traffic signal poles that are installed throughout North and South Main St. were manufactured by Valmont Industries. These poles are black powder coated, with a fluted field pole design, and a decorative base. They all have a mast-arm luminaire design that can support street lighting as well as the traffic signal heads. There are other manufacturers of decorative traffic signal poles, but after looking at other available choices, the Engineering Department feels that Valmont Industries would provide the City with the closest match to the existing downtown poles. In addition, the Valmont poles can also be purchased at a lower cost than the poles from other manufacturers, according to price quotes that have been provided to the City. The lone supplier of Valmont poles for this region of the country is Graybar, a company located in Austell, GA. There are no local suppliers for the decorative traffic signal poles.

In order to most closely match the other downtown decorative signal poles, and to expedite the acquisition of these poles so that we have them on hand when the intersection improvements begin (it typically takes 8 to 10 weeks to manufacture these poles), the Engineering Department recommends sole sourcing the decorative traffic signal poles for the West Main St. at College St. Intersection Improvements to Graybar, the regional distributor of Valmont traffic signal poles.

RESOLUTION 2013-04: A RESOLUTION APPROVING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes governmental units and agencies such as the County and the City to enter into contracts for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment which the parties are authorized by law to undertake and provide; and,

WHEREAS, upon approval of a November 2011 referendum, the voters of Bulloch County authorized the County to exercise the redevelopment powers under the Georgia Redevelopment Powers Law, which powers include the establishment of tax allocation districts; and,

WHEREAS, the County has prepared a plan to redevelop properties in an area designated as Tax Allocation District #1 which is located proximate to Interstate 16 and U.S Highway 301 in unincorporated Bulloch County;

WHEREAS, the County and the Development Authority of Bulloch County, a public body corporate and politic created by an activating resolution dated July 13, 1993, adopted pursuant to O.C.G.A. 36-62-1 have acquired property for future industrial uses within Tax Allocation District #1, which property is located within the southeast quadrant of the District, proximate to Interstate 16 and U.S Highway 301 in unincorporated Bulloch County; and,

WHEREAS, it is in the best interests of the public health, welfare, and safety of all citizens of Bulloch County including the citizens of the City of Statesboro that the development which takes place within the District is provided with sufficient water and sewer facilities to provide for adequate non-agricultural irrigation, potable water, fire protection, and wastewater collection and treatment;

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

Section 1. That the Mayor and City Council of Statesboro shall enter into the Intergovernmental Agreement, which is attached to this Resolution as Government Exhibit A, with the Bulloch County Board of Commissioners;

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

Adopted this ____ day of _____, 2013

CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk



STATE OF GEORGIA

COUNTY OF BULLOCH

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into this ____ day of _____, 20____ by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the “County”, its assigns and successors, and the MAYOR AND CITY COUNCIL OF STATESBORO, a municipal corporation, its assigns and successors, hereinafter referred to as “City”.

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes governmental units and agencies such as the County and the City to enter into contracts for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment which the parties are authorized by law to undertake and provide; and,

WHEREAS, upon approval of a November 2011 referendum, the voters of Bulloch County authorized the County to exercise the redevelopment powers under the Georgia Redevelopment Powers Law, which powers include the establishment of tax allocation districts; and,

WHEREAS, the County has prepared a plan to redevelop properties in an area designated as Tax Allocation District #1, hereinafter sometimes referred to as the “District,” which is located proximate to Interstate 16 and U.S Highway 301 in unincorporated Bulloch County as shown on attached Exhibit A, incorporated herein by reference; said boundaries having been adopted by the Bulloch County Board of Commissioners on December 4, 2012; and;

WHEREAS, the County and the Development Authority of Bulloch County, a public body corporate and politic created by an activating resolution dated July 13, 1993, adopted pursuant to O.C.G.A. 36-62-1, hereinafter referred to as the “Authority,” have acquired property

for future industrial uses within the District, which property is located within the southeast quadrant of the District, proximate to Interstate 16 and U.S Highway 301 in unincorporated Bulloch County; and,

WHEREAS, it is in the best interests of the public health, welfare, and safety of citizens of Bulloch County that the development which takes place within the District is provided with sufficient water and sewer facilities to provide for adequate non-agricultural irrigation, potable water, fire protection, and wastewater collection and treatment;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, obligations and promises contained herein, the Parties agree as follows:

I. DEFINITIONS

Unless otherwise noted, the following terms shall be defined as follows:

DISTRICT refers to the Tax Allocation District #1 as shown in attached Exhibit A, which is incorporated herein and made a part hereof by reference.

Initial Phase means the expansion of water and sewer infrastructure and facilities from their current end point (approximately Gateway Industrial Park) to the District as shown on the map attached hereto as Exhibit B, and in accordance with those portions applicable to Exhibit B of the “Conceptual Utility Report and Cost Estimate for Four Quadrants of I-16 and US-301 Utility Infrastructure for the City of Statesboro” prepared by Hussey Gay Bell & DeYoung Consulting Engineers in August of 2012, a copy of which is attached hereto as Exhibit C, said Exhibits B and C being incorporated herein and made a part hereof by reference; provided, however, that the water and sewer infrastructure in the Initial Phase shall include a one million gallon water tank and have sufficient capacity to provide the District a minimum of five hundred thousand (500,000) gallons per day of water capacity, four hundred thousand (400,000) gallons per day of sewer capacity, and one thousand five hundred (1,500) gallons per minute at twenty-five (25) pounds per square inch of pressure within the District.

System Improvements means the expansion of water and sewer infrastructure and facilities, beyond the Initial Phase, that are not related to a specific site or project and that are designed to provide service for the District and the community-at-large; that may require the creation of additional service capacity to serve new growth and development; and, if inside the District, that are part of the Water and Sewer Master Plan for the District, as it may be amended from time to time.

Project Improvements means site-related water and sewer infrastructure and facilities that are necessary to provide service for a particular development project, and that are for the use and convenience of the occupants and users of the project.

PLANNED DEVELOPMENT refers to new private or public land developments within or partially within the District approved by the County according to a development plan and consisting of residential subdivisions of five (5) or more lots, commercial subdivisions of two (2) or more lots, two-family or multi-family developments with a net density of two (2) units per acre or greater, planned unit developments as provided for in Article 12 of Appendix C - Zoning, Sections 1201 et seq. of the Code of Ordinances of Bulloch County, Georgia, or a single unit commercial or industrial development with an estimated usage of one thousand (1,000) gallons per day or more of wastewater calculated pursuant to the City's Aid-to-Construction Fee ordinance, City of Statesboro Code Section 82-176.

NEW DEVELOPMENT refers to new private or public land developments within or partially within the District that are not a Planned Development, a farm, or a single family residential property.

II. TECHNICAL REVIEW COMMITTEE

A. In order to maintain a mechanism for accountability and review for the planning and implementation of infrastructure improvements within the District, including but not limited to water and sewer System and Project Improvements, the City and County hereby appoint a

Technical Review Committee consisting of the following members: City Manager, City Water and Wastewater Director, City Engineer, City Planning Director, County Manager, County Engineer, County Planning Director, and County Transportation Director.

B. The Technical Review Committee's responsibility is to review any and all matters relating to infrastructure within the District and to provide advice and make recommendations regarding same to the governing bodies of the City and County. Such matters upon which the Committee will provide advice and recommendations shall include the following non-exhaustive list:

1. Oversight and administration for the Water and Sewer Master Plan.
2. Determinations of system availability.
3. Evaluation of new development proposals within the District submitted to the County that require consideration for System or Project Improvements.
4. Current and future investments based on planning considerations, objective evaluation of cost feasibility and other pertinent factors.
5. Coordinating the design and installation of public infrastructure, facilities and utilities in addition to water and sewer facilities.
6. Project management involving joint funding by the City and the County.
7. Review of rate and fee structures.

C. All studies, plans, contracts or documents or other information materially impacting water and sewer infrastructure within the District which are submitted to either party for consideration shall also be submitted to the Technical Review Committee for review and comment.

D. The Technical Review Committee shall meet as necessary upon the call of either the Chairman of the Bulloch County Board of Commissioners or the Mayor of the City of Statesboro, but not less than two (2) times per year.

E. Within one year of completion of the Initial Phase, the Technical Review Committee shall recommend a Water and Sewer Master Plan for the District to the Parties for adoption. The costs for the development of this plan shall be shared equally by the Parties. Upon the Technical Review Committee's recommendation, the governing bodies of the City and County shall promptly adopt a Water and Sewer Master Plan for the District, either as recommended by the Committee or as amended by the governing bodies.

III. INITIAL PHASE

A. A condition precedent to the County's obligations herein to provide funding for the Initial Phase design and construction costs shall be the County's written approval of contracts for any engineering and design services, construction services, and any subsequent change orders changing the scope of work for the Initial Phase, and the City shall obtain the County's written approval prior to awarding such contracts or approving any change orders changing the scope of work.

B. The City will proceed with due diligence with the design and construction of the Initial Phase. The City will act as the lead agency during the bidding and award of all contracts associated with the Initial Phase, and, subject to the County's prior written approval, will award all contracts to the lowest responsible, responsive bidder in accordance with the City's bidding requirements and in compliance with State and Federal law.

C. The County shall reimburse the City an amount not to exceed SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) for design and construction costs of the Initial Phase. The City shall make all payments to contractors for the Initial Phase design and construction, and the County shall reimburse the City for all payments made to contractors within 30 days of receipt of billing from the City. The City shall provide sufficient supporting documentation with said invoice to allow the County to adequately review for compliance with this Agreement.

D. Once the County has reimbursed the City for the first SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) in design and construction costs for the Initial Phase, the City shall bear all remaining costs to complete Initial Phase construction.

IV. SYSTEM AND PROJECT IMPROVEMENTS

A. No design or construction of any System Improvements within the District or Project Improvements within the District shall commence without the approval of each party's governing body. Prior to commencing the design or construction of any System Improvements within the District or Project Improvements within the District, the governing bodies of the City and County shall approve and execute a subsequent written agreement or a written amendment to this Agreement setting forth the scope of the System Improvements or Project Improvements and any other pertinent details.

B. Unless otherwise agreed, the City and the County shall each pay fifty percent (50%) of the total costs of any System Improvements and Project Improvements within the District. For purposes of this provision, "total costs" means the out-of-pocket cost of design, property acquisition, and construction of System Improvements and Project Improvements within the District.

C. The County shall not be responsible for any portion of the cost of any System Improvements and Project Improvements outside the District.

V. CITY OBLIGATIONS

A. The City shall not annex any property within Tax Allocation District #1 as shown in attached Exhibit A, which is incorporated herein and made a part hereof by reference, by any method without the prior written consent of the County. Such prior written consent shall be in the form of a resolution of the Bulloch County Board of Commissioners consenting to the proposed annexation.

B. The City shall apply the same water and sewer rates to all industrial customers outside the City limits as applied to industrial customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

C. The City shall apply a rate structure for commercial customers outside the City limits that is no higher than one hundred and fifty percent (150%) of the water and sewer rates to commercial customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

D. The City shall apply a rate structure for residential customers outside the City limits that is no higher than two hundred percent (200%) of the water and sewer rates to residential customers inside the City limits per the schedule of fees and charges as amended from time to time by the Mayor and City Council.

VI. WATER/SEWER CONNECTIONS

A. The County will promptly adopt ordinances and/or policies to implement the requirements stated below; provided, however, that should any of the County's ordinances and/or policies be deemed illegal or unenforceable for any reason by a court of competent jurisdiction, such judicial determination shall not affect the validity of this Agreement or the City's obligations pursuant to this Agreement. The requirements to be implemented by the County's adoption of said ordinances and/or policies are as follows:

1. Planned Developments or New Developments located on property within or partially within the District shall be required to connect to the City's water and sewer infrastructure pursuant to Water/Sewer Agreement "A" for Tax Allocation District #1 (a copy of which is attached hereto as Exhibit D) if any portion of the Planned Development's property or New Development's property is located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service, or if due to expansion of the City's water and sewer infrastructure the Planned Development's property or New Development's

property becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service.

2. If a Planned Development or New Development located on property that is within or partially within the District is not located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the Planned Development or New Development water and sewer service then the Planned Development or New Development may install a private water system and sewer disposal system in anticipation of future connection to the City's water and sewer infrastructure pursuant to the terms and conditions in Water/Sewer Agreement "B" for Tax Allocation District #1 (a copy of which is attached hereto as Exhibit E).

VII. MISCELLANEOUS PROVISIONS

A. **OWNERSHIP AND MAINTENANCE:** The City shall own the water and sewer infrastructure that is the subject of this Agreement. The City shall pay for the operation, maintenance, and repairs of the water and sewer infrastructure that is the subject of this Agreement.

B. **COUNTY DEVELOPMENT REGULATIONS:** Except for the City's water and sewer access, design and construction standards and as otherwise provided in this Agreement, the County's developmental regulations, e.g. the County's comprehensive plan, the district redevelopment plan, land development standards, zoning, permitting, regulations and review processes not in conflict with the City's water and sewer access, design and construction standards shall apply in the District.

C. **REGULATORY PERMITS:** Except as otherwise provided for in this Agreement, it shall be the City's obligation to obtain all regulatory approval and permits for the design, construction, maintenance and operation of the water and sewer infrastructure that is the subject of this Agreement.

D. RIGHTS OF WAYS AND EASEMENTS: Except as otherwise provided for in this Agreement, it shall be the obligation of the City to obtain all necessary rights of way and easements necessary for the design, construction, maintenance and operation of the water and sewer infrastructure that is the subject of this Agreement. Where encroachment on rights of way and easements vested in the County are necessary, the City agrees to obtain permission from the County to encroach.

E. BRANDING OF WATER TOWERS: The County shall have the exclusive right to design and affix the logos, icons, lettering, labeling and artwork onto any water tower constructed within the District. In designing and affixing the logos, icons, lettering, labeling and artwork onto any water tower constructed within the District it is the intent of the County to recognize the City's contributions to the development of the District.

F. FIRE PROTECTION: The Parties' respective fire departments are granted permission to access fire hydrants for emergency fire response within the District. The cost of repair of any damage caused to the City's water and sewer infrastructure by a Party's fire department shall be paid by the Party whose fire department caused the damage.

G. ALTERATION OF DISTRICT BOUNDARIES: Should the boundaries of the District alter from the boundaries shown in attached Exhibit A, the terms and conditions of this Agreement shall continue to apply only to the Tax Allocation District #1 as shown in attached Exhibit A.

H. WAIVER AND MODIFICATION OF WATER AND SEWER AGREEMENTS: The City and the County reserve the right to grant a joint waiver of a Planned Development's or New Development's obligation imposed by the County on Planned Developments or New Developments within the District to connect to the City's water and sewer infrastructure. The County and the City shall act in good faith in considering a request for waiver, and the grant of a waiver shall not be unreasonably withheld by either Party.

I. INDEMNIFICATION AND HOLD HARMLESS. Neither of the Parties to this Intergovernmental Agreement shall be deemed to assume any liability for the negligence of the other Party, its officers or employees, nor for any defective or dangerous condition of the other Party's property and each Party hereto mutually agrees, covenants and promises to hold the other Party harmless and to defend and indemnify the other Party against any claims for damages, actions at law, suits in equity, or other legal proceedings resulting from the negligence of the such Party or from any defective or dangerous condition of such Party's real or personal property.

J. DISPUTE RESOLUTION

1. If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.
2. Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).
3. The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises,

conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

4. The provisions of this section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

K. NOTICE: Any notice to the other Party required by this Agreement shall, unless waived in writing by the Party receiving notice, be by certified mail or statutory overnight delivery. Notice to the City of Statesboro shall be served upon the Mayor of the City of Statesboro, with a copy to the City Manager and the City Attorney. Notice to Bulloch County shall be served upon the Chairman of the Bulloch County Commission, with a copy to the County Manager and the County Attorney.

L. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with regard to the subject matters hereof; and there are no oral understandings, terms or conditions, and none of the Parties have relied upon any representation, express or implied, not contained herein. All prior negotiations and understandings are merged into the Agreement.

M. RELATIONSHIP TO OTHER AGREEMENTS. The entire agreement between the Parties hereto relative to the subject matters hereof is contained in this Agreement. This Intergovernmental Agreement is in addition to, and is not intended to replace or substitute for, any other agreement between Bulloch County and the City of Statesboro. Those other agreements continue in effect according to the terms of those agreements.

N. AMENDMENTS. The terms of this Agreement may not be amended or modified except by a subsequent Intergovernmental Agreement approved by each Party.

O. EFFECTIVE DATE AND TERM. This Agreement shall take effect as of the date hereof and shall continue in effect for exactly fifty (50) years unless sooner terminated by the mutual consent of the Parties.

P. SEVERABILITY. If any of the terms, covenants, conditions or agreements of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other terms, covenants, conditions, or agreements of this Agreement, and any terms, covenants, conditions, and agreements hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms, covenants, conditions, and agreements never were contained herein.

Q. INTERPRETATION. The Parties have each read and fully understand the terms of this Agreement, and they have had the opportunity to have this Agreement reviewed by legal counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the party drafting same shall not apply.

R. MULTIPLE ORIGINALS. This Agreement is executed in multiple originals; and each Party acknowledges receipt of one such original, agrees that the multiple originals hereof are identical, and further agrees that any such original shall be admissible in any proceeding, legal or otherwise, without the production of any other such original.

S. FORCE MAJEURE. In case, by reason of Force Majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then, if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period. For purposes of this Agreement, the term "Force Majeure" means acts of God, including without limitation floods, hurricanes, tornados, washouts, droughts, lightning strikes, or fires, civil disturbances, including without limitation, strikes, sabotage, terrorism, riots, lockouts, or other industrial disturbances, or acts of a public enemy, and governmental actions, including without limitation, orders, moratoria, laws, rules, decrees, prohibitions, or judgments and any other event that is beyond the

control of the Parties to this Agreement and which causes the Party to be unable to fulfill its obligations under this Agreement. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts acceding to the demands of opposing parties, when in the judgment of the Party having the difficulty, such settlement would be unfavorable to the Party.

T. CHOICE OF LAW. This agreement shall be interpreted and governed by the laws of the State of Georgia.

BULLOCH COUNTY BOARD OF
COMMISSIONERS

BY: _____
J. Garrett Nevil, Chairman

ATTEST: _____
Christy A. Strickland, Clerk

Signed, sealed and delivered in the presence of:

Witness

Notary Public

MAYOR AND CITY COUNCIL OF STATESBORO

BY: _____
Joe R. Brannen, Mayor

\

ATTEST: _____
Sue Starling, Clerk

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Exhibit A

Bulloch County TAD #1 I-16/US301 Interstate Gateway

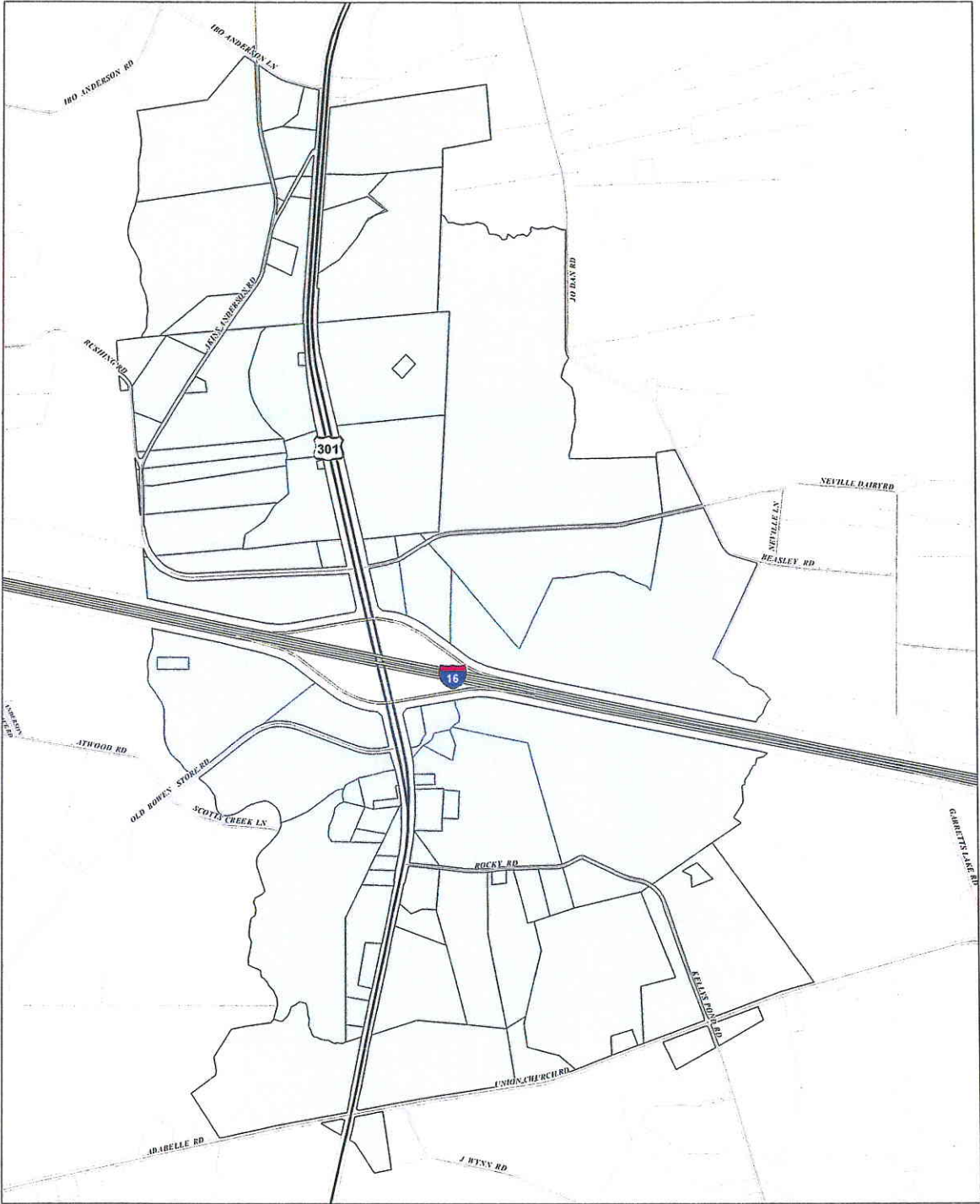


Exhibit B

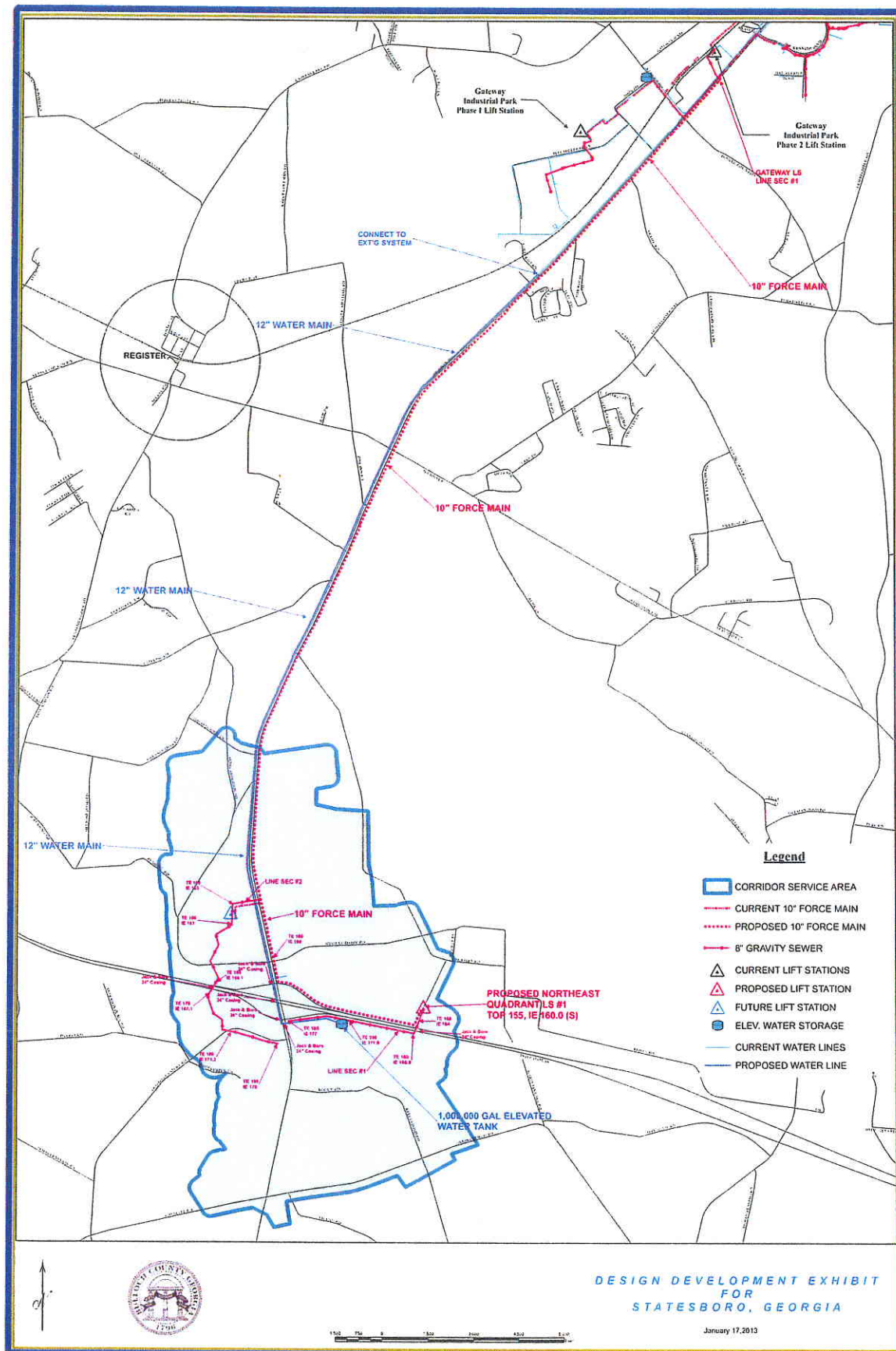


Exhibit C

CONCEPTUAL UTILITY REPORT AND COST ESTIMATE

for

FOUR QUADRANTS OF I-16 AND US-301 UTILITY INFRASTRUCTURE

for the

CITY OF STATESBORO

Prepared by



A Bell Company

AUGUST 2012

Hussey Gay Bell & DeYoung, Inc.
Consulting Engineers

SAVANNAH • GAINESVILLE • CHARLESTON • COLUMBIA

www.hgbd.com

CONCEPTUAL UTILITY INFRASTRUCTURE REPORT

AND COST ESTIMATE

I. Executive Summary:

This conceptual utility report and cost estimate is provided at the request of the City of Statesboro for City water system improvements, sewage lift stations and associated force mains required to serve future developments of the Bulloch County Development Authority and others in the four quadrants of the I-16 and US-301 intersection.

The southeast quadrant is the focus of the Bulloch County Development Authority planning and includes about 516 acres in total. The site is approximately 11 miles from the City of Statesboro. There are no existing City of Statesboro utilities in the immediate area. The closest utilities are constructed at County Road 204 and at Gold Kist Road to serve the Gateway Regional Industrial Park. Phases I and II.

The conceptual cost estimate includes an on site 500,000 gallon elevated water storage tank, a proposed 12 -inch water main extending from an existing 12-inch main at Gold Kist Road, two initial on- site sewage lift stations with a 10-inch force main connected to the Gateway Phase II Lift Station near County Road 204 (J. R. Riggs Road). The two sewage lift stations are proposed under Phase I, to be located in the Northwest and Northeast Quadrants. Also included in the conceptual cost estimate are gravity interceptor sewers to provide sewer service to portions of all four quadrants of the intersection and a small portion of gravity sewer near the Gateway Phase II lift stations.

Phase 2 includes an additional potential area south of Rocky Road being considered for acquisition. It would be served by a lift station located on Union Church Road, whose flows could be discharged to the Northeast Quadrant Lifts Station.

The potential service areas are shown on the attached Design Development Exhibits (Phases I and 2) along with the proposed primary water and sewer infrastructure.

The Phase I costs for improvements, as shown on the Exhibit, including contingency and engineering are listed below. On site smaller diameter water distribution mains and gravity collection sewers are not included. These can be determined after development plans are finalized and potentially could be a developer responsibility.

| | |
|--|--------------------|
| 12-inch Water main along US 301 | \$2,540,000 |
| Pedestal type, 500,000 gallon steel elevated water storage tank | \$1,560,000 |
| Northwest Quadrant Sewage Lift Station, duplex submersible pumps, with FM manifolded into the 10- inch FM | \$ 965,000 |
| Northeast Quadrant Sewage Lift Station, duplex submersible pumps Phase I | \$1,050,000 |
| Southwest Quadrant (north portion), trunk gravity sewer flow into the NW Quadrant | \$ 335,000 |
| Off site 10- inch force main along US 301 and 12" gravity interceptor sewer connecting to Gateway Phase II lift station | \$3,100,000 |

Total Phase I Cost (exclusive of on site water mains and sewers)

\$9,550,000

II. Study Area:

The study area includes the US-301 Road Corridor south of Gateway Regional Industrial Park and the four quadrants of the I-16 and US-301 intersection.

III. Discussion of Service Areas:

The study areas are presently mostly undeveloped and do not have water and sewer service. Although the study areas are outside the current City limits, water and sewer service is proposed to be provided by the City of Statesboro.

Details of the future development, including estimated peak hourly wastewater flows are not known. But using assumed 728 GPM pumps (provides self cleaning velocity of 3-ft per second in a 10-inch force main) and using an assumed peaking factor of 2.5 would equate to about 420,000 GPD (average daily flow). Only on site interceptor gravity sewers are included in the cost estimate.

IV. Discussion of Water System Improvements:

The required fire flows cannot be determined until more details are known about the proposed development. Typically fire demands for industrial parks can range from 1,500 to as much as 4,500 GPM. Normally at least 2 hours of fire flow demands are stored in elevated tanks. Thus, a 500,000 gallon elevated tank would suffice for a 2 hour fire demand of 4,167 GPM.

V. Discussion of Sewer System Improvements:

The proposed master Northeast Quadrant Lift Station at I-16 has been evaluated under one basic scenario: (1) Discharging to a proposed gravity sewer on US- 301 that would discharge to the existing the Gateway Phase II Lift Station. Those Gateway flows are presently discharged to a gravity sewer northeast of the Memorial By- Pass Highway.

Under the Gateway Phase II re-pumping scenario, the 88 hp pumps would discharge about 728 GPM@ 195 -ft TDH, when operating on a 10-inch force main of about 8.2 miles length.

The existing Gateway Phase II pumps will discharge about 1,153 GPM under the re-pumping scenario. Without an upgrade there may be short periods of time that two pumps may need to operate when peak Gateway Phase I and II flows occur concurrently with the operation of the proposed Northeast Quadrant Lift Station. Further studies will be necessary to determine whether a future upgrade of the Gateway Phase II Lift Station will be required.

VI. Discussion of Phase II Sewer System Improvements:

The service area of the Southwest Quadrant has not been finalized, but has been depicted as extending to about the 160-ft contours as shown in the Exhibit and will encompass about 144 acres. Due to the topography of both the Southwest and Southeast Quadrants, an interceptor sewer is proposed under Phase I, flowing generally northward under I-16 to the Northwest Quadrant, where a lift station is proposed with a force main manifolded to the 10-inch force main along US 301.

Flows of the Southeast Quadrant can be taken by an interceptor sewer extending under I-16 to the Northeast Quadrant Lift Station.

The Phase 2 configuration provides for additional service area within the Southeast Quadrant extending south of Union Church Road. The Union Church Road Lift Station discharge would be to the Northeast Quadrant Lift Station.

At this point, all sewers shown have only schematic locations. The location of all water mains and sewers can be finalized after development plans are finalized. Utility easements will be required. Cost estimates for Phase II sewer are not included in this report. These costs can be estimated when development in the area warrants.

VII. Minimal Sewer System Recommendations:

- Install 88 hp duplex submersible pumps in the Northeast Quadrant Lift Station and construct about 8.2 miles of 10-inch force main to handle the expected flows from four quadrants and re-pump them at Gateway Phase II Lift Station.
- Construct gravity interceptor sewer in Southwest Quadrant for discharge under I-16 into the Northwest Quadrant LS
- Construct the Northwest Quadrant Lift Station with a FM connected to the 10-inch force main on US-301.
- Construct gravity interceptor sewer in Southeast Quadrant with discharge under I-16 into the Northeast Quadrant LS

VIII. Conceptual Cost Estimates:

Details of the estimates are in the Appendices.

The estimates do not include all on-site water distribution mains. Only on-site interceptor gravity sewers and manholes are included.

Water System

12-inch Water main along US -301

\$2,540,000

Pedestal type, 500,000 gallon steel elevated storage tank in

| | |
|---------------------------|--------------------|
| Southeast Quadrant | \$1,560,000 |
|---------------------------|--------------------|

Sewer System

| | |
|---|--------------------|
| Northeast Quadrant Sewage Lift Station, 88 hp duplex submersible pumps | \$1,050,000 |
|---|--------------------|

| | |
|--|-------------------|
| Southwest Quadrant gravity interceptor sewer with discharge under I-16 into the Northwest Quadrant LS | \$ 335,000 |
|--|-------------------|

| | |
|--|-------------------|
| Northwest Quadrant gravity interceptor sewer lift station with FM to US-301 | \$ 965,000 |
|--|-------------------|

| | |
|--|--------------------|
| 10-Inch force main along US 301 | \$3,100,000 |
|--|--------------------|

| | |
|--|--------------------|
| Total Phase 1 Cost (based on 500,000 tank and 10-inch FM) | \$9,550,000 |
|--|--------------------|

Note: Estimated cost for 500,000 gallon elevated storage tank is \$1,560,000 as shown above. If 1,000,000 gallon tank is required, estimated cost would be \$1,950,000.00.

BUDGET COST ESTIMATE**August 2012****12 Inch Water Main on west Side of US 301 from Gold Kist Road to SE Quadrant**

| Item No. | Description | Estimated Quantity | | Unit Price | Total Price |
|-------------------------------|--|--------------------|-----|------------|--------------------|
| 1. | 12-inch PVC Water Main | 17,420 | LF | 25.00 | 435,000 |
| 2. | 12-inch RJ PVC Water Main | 10,000 | LF | 35.00 | 350,000 |
| 3. | 12-inch Gate valve and box | 64 | EA | 2,000 | 128,000 |
| 4. | Jack & Bore 24-inch steel casing under existing Roadways | 1,100 | LF | 250.0 | 275,000 |
| 5. | Insert carrier pipe in casing | 1,100 | LF | 35.00 | 38,500 |
| 6. | Remove and Replace Asphalt Drives | 500 | SY | 50.00 | 25,000 |
| 7. | Remove and Replace Gravel Drives | 1,000 | SY | 25.00 | 25,000 |
| 8. | Fire Hydrants incl. 6" value and box | 31 | EA | 2,750 | 85,250 |
| 9. | Fittings | 35,000 | LBS | 4.00 | 140,000 |
| 10. | Directional Drill (Wetlands) | 2,500 | LF | 150.00 | 375,000 |
| 11. | Connect to existing WM | JOB | LS | 1,500.00 | 1,500 |
| 12. | Erosion & Sediment Control | JOB | LS | | 35,000 |
| 13. | Grading, traffic control, mobilizations | JOB | LS | | 115,000 |
| Sub Total - Construction | | | | | \$2,028,750 |
| 25% Contingency & Engineering | | | | | 507,000 |
| Construction Total | | | | | 2,535,750 |
| CALL | | | | | \$2,540,000 |

| BUDGET COST ESTIMATE | | | | August 2012 | | |
|-------------------------------|--|---|--------------------|-------------|------------|--------------------|
| Elevated Water Storage Tank | | | | | | |
| Item No. | Description | | Estimated Quantity | | Unit Price | Total Price |
| 1. | Site Work, Clearing, Grading | | Job | | LS | \$10,000 |
| 3. | 12-inch DI RJ Water Main | | 50 | LF | 70.00 | 3,500 |
| 4. | 12-inch Gate valve and box | | 3 | EA | 2,500 | 7,500 |
| 5. | Altitude valve, below grade concrete vault, drain line | | JOB | | LS | 30,000 |
| 6. | 6a | Elevated Water Storage Tank, Pedestal type (500,000 gallon) | JOB | | LS | \$1,000,000 |
| | 6b | Foundation – Concrete cap, Piling and concrete floor | JOB | | LS | \$100,000 |
| 7. | Electrical Work | | JOB | | LS | \$45,000 |
| 8. | SCADA | | JOB | | LS | \$50,000 |
| Sub Total - Construction | | | | | | \$1,246,000 |
| 25% Contingency & Engineering | | | | | | 311,500 |
| Construction Total | | | | | | 1,557,500 |
| CALL | | | | | | \$1,560,000 |

| BUDGET COST ESTIMATE | | | | | August 2012 |
|--|--|---------------------------|----|-------------------|--------------------|
| Northeast Quadrant Life Station (Phase 1) | | | | | |
| Item No. | Description | Estimated Quantity | | Unit Price | Total Price |
| 1. | Sewage Lift Station, Duplex Submersible Pumps | JOB | | LS | \$350,000 |
| 2. | Site development at LS, including borrow fill, fence, graded aggregate at LS | JOB | | LS | 60,000 |
| 3. | Graded stone access road to LS | 4,500 | SY | 20.00 | 90,000 |
| 4. | Receiving Manhole | 1 | EA | 3,500 | 3,500 |
| 5. | Clearing | 4 | AC | 7,000 | 28,000 |
| 6. | Grassing | 3,500 | SY | 1.00 | 3,500 |
| 7. | Soil Erosion Control | JOB | | LS | 3,500 |
| 8. | Grading, mobilization, insurance, bonds and miscellaneous const. items | JOB | | LS | 49,000 |
| 9. | 12-inch gravity sewer | 4,600 | LF | 35.00 | 161,000 |
| 10. | Manholes | 15 | EA | 2,400 | 36,000 |
| 11. | Jack & Bore 24-inch steel casing (for 12-inch sewer) | 160 | LF | 250.00 | 40,000 |
| 12. | Insert 12-inch gravity sewer | 160 | LF | 35.00 | 5,600 |
| Sub Total - Construction | | | | | \$830,100 |
| 25% Contingency & Engineering | | | | | 207,525 |
| Construction Total | | | | | 1,037,625 |
| CALL | | | | | \$1,050,000 |

| BUDGET COST ESTIMATE | | | | August 2012 | |
|----------------------------------|--|--------------------|----|-------------|-------------|
| Southwest Quadrant Gravity Sewer | | | | | |
| Item No. | Description | Estimated Quantity | | Unit Price | Total Price |
| 1. | 12-inch SS | 3,020 | LF | 35.00 | 105,700 |
| 2. | Manholes | 11 | EA | 24.00 | 26,400 |
| 3. | Jack & bore 30-inch steel casing under I-16 | 180 | LF | 250.00 | 95,000 |
| 4. | Insert 12-inch SS casing | 180 | LF | 35.00 | 6,300 |
| 5. | Clearing | 2.5 | AC | 7,000 | 1,750 |
| 6. | Grassing | 1,900 | SY | 1.00 | 1,900 |
| 7. | Soil Erosion Control | JOB | | LS | 10,000 |
| 8. | Grading, mobilization, insurance, bonds and miscellaneous const. items | JOB | | LS | 13,000 |
| Sub Total - Construction | | | | | 232,100 |
| 25% Contingency & Engineering | | | | | 58,000 |
| Construction Total | | | | | 335,100 |
| CALL | | | | | 335,000 |

| BUDGET COST ESTIMATE | | | | | August 2012 |
|---------------------------------|---|--------------------|----|------------|----------------|
| Northwest Quadrant Lift Station | | | | | |
| Item No. | Description | Estimated Quantity | | Unit Price | Total Price |
| 1. | Sewage Lift Station, Duplex Submersible Pumps | JOB | | LS | \$350,000 |
| 2. | Site development at LS, including borrow fill, fence graded aggregate at LS | JOB | | LS | 60,000 |
| 3. | Graded stone access road to LS from US-301 | 2,900 | SY | 20.00 | 58,000 |
| 4. | 12-inch SS | 3,320 | LF | 35.00 | 116,200 |
| 5. | Manholes | 13 | EA | 2,400 | 31,200 |
| 6. | FM to US 301 | 1,200 | LF | 35.00 | 42,000 |
| 7. | Clearing | 2.5 | AC | 7,000 | 17,500 |
| 8. | Grassing | 2,000 | SY | 1.00 | 2,000 |
| 9. | Soil Erosion Control | JOB | | LS | 10,000 |
| 10. | Jack and Bore 16-inch Steel Casing under US-301 | 160 | LF | 200 | 32,000 |
| 11. | Insert carrier pipe | 160 | LF | 35.00 | 5,600 |
| 12. | Connect to 10" FM | JOB | LS | 2,000 | 2,000 |
| 13. | Grading, mobilization, insurance, bonds and miscellaneous const. items | JOB | | LS | 45,000 |
| Sub Total - Construction | | | | | 771,500 |
| 25% Contingency & Engineering | | | | | 192,875 |
| Construction Total | | | | | 964,375 |
| CALL | | | | | 965,000 |

| BUDGET COST ESTIMATE | | | | | August 2012 |
|---|--|---------------------------|----|-------------------|--------------------|
| Off site Force Main and Gravity SS to Gateway Phase 2 Lift Station | | | | | |
| Item No. | Description | Estimated Quantity | | Unit Price | Total Price |
| 1. | 10" PVC FM (C-900, SDR-18) | 34,850 | LF | 40.00 | 1,394,000 |
| 2. | 10" RJ PVC FM | 2,000 | LF | 45.00 | 90,000 |
| 3. | 10" RJ DI FM | 500 | LF | 60.00 | 30,000 |
| 4. | Jack and bore 24 inch steel casing, under GA Hwy 46 (for 10" FM) | 180 | LF | 250.00 | 45,000 |
| 5. | Jack and bore 24 inch steel casing, under US-301 (12" gravity sewer) | 100 | LF | 250.00 | 25,000 |
| 6. | 12-inch gravity sewer | 1,020 | LF | 35.00 | 35,700 |
| 7. | Manholes | 5 | EA | 2,400 | 12,000 |
| 8. | Remove and replace pavement | 1,000 | SY | 50.00 | 50,000 |
| 9. | Grassing | 65,000 | SY | 1.00 | 65,000 |
| 10. | Soil Erosion Control | JOB | | LS | 25,000 |
| 11. | Grading, mobilization, insurance, bonds and miscellaneous construction items | JOB | | LS | 140,000 |
| 12. | Insert 10" FM in casing | 180 | LF | 30.00 | 5,400 |
| 13. | Insert 12" gravity sewer in casing | 100 | LF | 35.00 | 3,500 |
| 14. | Horizontal directional drill | 2,700 | LF | 200.00 | 540,000 |
| Sub Total - Construction | | | | | 2,460,600 |
| 25% Contingency & Engineering | | | | | 615,000 |
| Construction Total | | | | | 3,075,600 |
| CALL | | | | | 3,100,000 |

Exhibit D

WATER/SEWER AGREEMENT "A" FOR
TAX ALLOCATION DISTRICT #1

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 as well as the Long Range Water and Sewer Master Plan adopted for Tax Allocation District One by BULLOCH COUNTY BOARD OF COMMISSIONERS and the MAYOR AND CITY COUNCIL OF STATESBORO. This fee will also cover the costs for said Engineer to update the 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 City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will comply with the City's Water and Sewer access, design and construction standards. Except for the City's water and sewer access, design and construction standards, the County's developmental regulations, e.g. the County's comprehensive plan, the district redevelopment

plan, land development standards, zoning, permitting, regulations and review processes not in conflict with the City's water and sewer access, design and construction standards shall apply.

4. 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.

5. 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.

6. 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.

7. The Developer agrees to, whenever possible, acquire and dedicate right-of ways and/or easements necessary to connect the project to the City's water and sewer infrastructure. In the event the developer cannot acquire and dedicate rights of ways and/or easements necessary to connect to the City's water and sewer infrastructure, and the City's subsequently acquires the needed rights of ways and/or easements necessary to connect to the City's water and sewer infrastructure, then the owner or developer shall reimburse that Party for all costs associated with acquiring the needed rights of ways and/or easements.

8. Upon approval engineering and design plans by the City, and if no rights of ways, easements or other property rights must be obtained to connect to the City's water and sewer infrastructure the Developer must connect the project to the City's water and sewer infrastructure within the District within ONE HUNDRED AND EIGHTY (180) days.

9. Upon approval of the engineering and design plans by the City, and if rights of ways, easements or other property rights must be obtained to connect to the City's water and sewer infrastructure the Developer must connect the project to the City's water and sewer infrastructure within the District within THREE HUNDRED AND SIXTY FIVE (365) days.

10. In the event the Developer sells any or all of the property containing the project prior to connecting to the City's water and sewer infrastructure, the developer shall upon sale include appropriate deed restrictions requiring all subsequent owners of the property to connect to the City's water and sewer infrastructure.

11. 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.

12. 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 \$_____ 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.

13. 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.

14. 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 obtain water from any source other than the City.

15. 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.

16. 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 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

Exhibit E

WATER/SEWER AGREEMENT "B" FOR
TAX ALLOCATION DISTRICT #1

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, this project is located within or partially within Tax Allocation District One, but is not currently located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service;

WHEREAS, the Developer needs to install a private water system and sewer disposal system to serve the project the property known as _____; located at _____ in anticipation of future connection to the City's water and sewer infrastructure;

WHEREAS, the engineering design for said private water system and sewer disposal system 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 system and

sewer disposal system. The Developer shall be responsible for providing resident inspection during construction and for insuring the engineer's conformance to the applicable City's Water and Sewer access, design and construction standards. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship 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 the private water system and sewer disposal system shall be borne by the Developer.

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 Water and Sewer access, design and construction standards. 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. The Developer warrants that the private water system and sewer disposal system shall comply with City's Water and Sewer access, design and construction standards as well as all other applicable State and Federal laws and regulations.

4. The Developer covenants and agrees that when any part of the property containing the project becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service, the Developer shall cause the project to connect to the City's water and sewer infrastructure pursuant to the conditions set forth in the "Water/Sewer Agreement "A" for Tax Allocation District #1" a copy of which is attached as Exhibit A to this agreement.

5. In the event any or all of the property containing the project is sold prior to connecting to the City's water and sewer infrastructure, the developer shall upon sale include appropriate deed restrictions requiring all subsequent owners of the property to connect to the City's water and sewer infrastructure pursuant to the conditions set forth in the "Water/Sewer Agreement "A" for Tax Allocation District #1", a copy of which is attached as Exhibit A to this agreement, when any part of the property containing the project becomes located within one thousand (1,000) linear feet of any component of the City's water and sewer infrastructure capable of providing the project water and sewer service.

6. Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the private water system and sewer disposal system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals.

7. 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.

8. 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 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 2013-05: A RESOLUTION AUTHORIZING THE WAIVER OF ANY PAYMENT IN LIEU OF TAXES (PILOT) BY THE STATESBORO HOUSING AUTHORITY TO THE CITY OF STATESBORO FOR THE 2012 TAX YEAR

THAT WHEREAS, the City of Statesboro has previously established the Statesboro Housing Authority to provide subsidized rental housing to low- and moderate-income citizens; and

WHEREAS, the Statesboro Housing Authority is exempt from property taxes but is required to make a payment in lieu of taxes (PILOT) based upon the amount of rental income during the fiscal year; and

WHEREAS, in previous years the Mayor and City Council have annually waived the requirement to make this payment in lieu of taxes in order for the Housing Authority to utilize that money on capital improvements and/or maintenance on its facilities; and

WHEREAS, the Statesboro Housing Authority has asked that the payment in lieu of taxes be waived again for the 2012 tax year, with the \$16,716.06 to be used for maintenance on the facilities; and

WHEREAS, the Statesboro Housing Authority has provided evidence that prior PILOT funds that were waived have been used for maintenance on the facilities; and

WHEREAS, the Statesboro Housing Authority and the City of Statesboro enjoy an excellent working relationship, and the Mayor and City Council wish to assist the Authority in its maintenance efforts;

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

Section 1. That the "Payment in Lieu of Taxes" in the amount of \$16,716.06 due to the City for the 2012Tax Year from the Statesboro Housing Authority is hereby waived so that the funds can be used for additional maintenance on the Authority's facilities.

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 ____ day of March, 2013.

CITY OF STATESBORO, GEORGIA

BY: _____
Joe R. Brannen, Mayor

ATTEST: _____
Sue Starling, City Clerk

The Housing Authority of the
City of Statesboro, Georgia

W.R. (Bobby) Smith
Paul Strange
Albert M. Braswell III

Chairman
Commissioner
Commissioner

P.O. Box 552
Statesboro, Ga 30459
Phone: (912) 764-3512
Fax: (912) 489-5106

Clark Deloach
George Sabb Jr.

Commissioner
Commissioner

Robert J. Cason
Executive Director

February 13, 2013

Honorable Joe Brannen
City Councilmen
City of Statesboro
P.O. Box 348
Statesboro, GA 30458

Dear Honorable Brannen and City Councilmen:

Subject: Pilot (Payment in Lieu of Taxes)

The City of Statesboro Housing Authority would like to ask the City of Statesboro to waiver the Pilot tax for the Fiscal Year of 2012.

This has occurred due to the amount of repairs, improvement to the apartments, grounds and a cut in our subsidy money from HUD each year. Some cities waiver this tax each year. Thank you for considering this matter.

Thank you,



Robert J. Cason
Executive Director
Statesboro Housing Authority

Computation of Payments in Lieu of Taxes

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

For Fiscal Year Ended 2013

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(b) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

| Name of Local Agency: | Location: | Contract Number: | Project Number: |
|--|----------------------|---------------------------|--|
| Housing Authority of Statesboro | Statesboro, GA | A-2832 | Ga 132 |
| Part I - Computation of Shelter Rent Charged. | | | |
| 1. Tenant Rental Revenue (FDS Line 703) | | \$ 184,913.51 | |
| 2. Tenant Revenue Other (FDS Line 704) | | 2,415.24 | |
| 3. Total Rental Charged (Lines 1 & 2) | | | \$ 187,328.75 |
| 4. Utilities Expense (FDS Line 931 - 939) | | | 20,168.16 |
| 5. Shelter Rent Charged (Line 3 minus Line 4) | | | 167,160.59 0.00 |
| Part II - Computation of Shelter Rent Collected. To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected.) | | | |
| 1. Shelter Rent Charged (Line 5 of Part I, above) | | | \$ 0.00 |
| 2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year | | | |
| 3. Less: Tenant Bad Debt Expense (FDS Line 964) | | | |
| 4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year | | | |
| 5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4) | | | 0.00 |
| Part III - Computation of Approximate Full Real Property Taxes. | | | |
| (1) Taxing Districts | (2) Assessable Value | (3) Tax Rate | (4) Approximate Full Real Property Taxes |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | 0.00 |
| Total | | | |
| Part IV - Limitation Based on Annual Contribution. (To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.) | | | |
| 1. Approximate full real property taxes | | | \$ 0.00 |
| 2. Accruing annual contribution for all projects under the contract | | | \$ |
| 3. Prorata share of accruing annual contribution* | | | |
| 4. 20% of accruing annual contribution (20% of Line 3) | | | 0.00 |
| 5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero) | | | \$ |
| Part V - Payments in Lieu of Taxes. | | | |
| 1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)** | | | \$ 16,716.06 |
| 2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.) | | | \$ 16,716.06 |
| * Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project. | | | |
| ** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used. | | | |
| Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802). | | | |
| Prepared By: | Approved By: | | |
| Name: Herman Mongin | Name: Robert Cason | | |
| Title: CPA | Date: 02/11/2013 | Title: Executive Director | Date: 02/11/2013 |

Previous Editions are Obsolete

Page 1 of 1

form HUD-52267 (8/2005)

Print

Reset

2012

Groover Homes:

The hill in Groover Homes next to Madison Meadows was cut and cleaned off of all growth and all trash was loaded and taken to the landfill.

At the bottom of the hill, over 1000 feet of new drain pipe and rocks were installed including 2 ground drains to help dry up the ground behind the apartments. Also, dirt was placed at the top of the hill to keep water from washing out down the hill.

We installed a block wall with a 5 feet steel fence on top just off the property line at the end of the chain link fence that Madison Meadows has at the top of the hill. We want to stop the tenants from each complex traveling back and forth between properties. Sod was placed by the block wall and a drain was fixed on the other side.

Butler Homes:

On the backside of Butler Homes from apartment 30 down to 53, we removed all old sidewalks and regarded dirt. New sidewalks were constructed and sod was added.

Beside the community room in Butler Homes, we installed a block wall with a 5 feet steel fence on top along the curb and by the street. All dirt was leveled and sod was placed from the fence to community room outside walls.

2010 Improvements
at the Statesboro Housing Authority

Butler Homes:

- Put a new front on complex with new wall, steps, side walk, fence, and hand rails
- In front of apartments 18, 20, 22, 24, 26, 28, removed tree and old side walks, leveled dirt in front, added new grass and poured new side walks.

Groover Homes:

- Added new parking area in front of apartments 16, 17, 18.

Groover Homes:

- Took down old 4ft fence and replaced it with new 8ft fence plus three strands of barbed wire at top. Hauled in 60 loads of dirt to fill in and level side of slope.

Paid Serv Pro to clean heating and air conditioning lines and condensing unit in Cone, Butler, Groover, and Braswell Homes for a total of 148 apartments.

2009 Improvements
at the Statesboro Housing Authority

Butler Homes:

- Remodeled Community Room
- Increased the size of room
- Added 2 new bathrooms
- Added a new heating and air system
- Added storage and supply room

Constructed a new parking lot and added a place for trash dumpsters.

Butler Homes:

- Parking lot on Johnson St. made larger
- Put in curbs
- Cement bottom place for trash dumpsters
- Added sidewalk to connect old ones

Butler Homes:

- Installed new mailboxes for all tenants

2008 Improvements
at Statesboro Housing Authority

Groover & Braswell Homes:

Remodeled 60 bathrooms.

Replaced commode, vanity, and walls around shower.

Repainted bathrooms.

Total: \$212,760.00

2006 Improvements
at Statesboro Housing Authority

Started remodeling Main Office:

Completely rewired electrical system

Changed inside layout of walls

Added new room, approx. 450 sq. ft. for storage and parts

Added two new handicap bathrooms

Completed remodeling of Main Office, new walls, flooring, and painting.

2007 Improvements

Finished all remodeling of Main Office.

2005 Improvement to Grounds and Apartments
at Statesboro Housing Authority

Butler Homes: (In process of finishing, 25 have been completed)

Replace kitchen cabinets, top and bottom, counter tops, sinks, faucets, and all drain pipes under sink.

Replaced old rusty galvanized drain lines with PVC going into 4" main drain.

Replaced old 20" gas stove with new 30" gas stoves, backsplash, and rangehood.

Braswell Homes:

New shingles on 8 buildings.

New flashing around vents.

Replaced attic fans with wind whirles.

Cone & Butler Homes:

Replaced sidewalk cracked and un-level sections where they had settled or tree roots pushed it up.

Cone & Butler Homes:

Remodel Bathroom, 88 Units. Cone - 32 units, Butler - 56 units.

Removed everything from bathroom except tub. Put back RFP Panel on wall and ceiling and installed everything else new that was removed: tile on wall, toilet, sink, medicine cabinet, and light. Total \$ 342,100.

2004 Improvement to Grounds and Apartments
at Statesboro Housing Authority

Groover Homes: (Next to Madison Meadows)

Install 850 set of drain tile and leveled in with top soil trying to dry up wet conditions behind the apartments. Cost \$ 9,500.00

Cone Homes: 32 Units

Replace kitchen cabinets both top and bottom and counter tops, sinks, faucets, and all drain pipes under sink.

Replaced old rusty galvanized drain lines with PVC going into 4" main drain.

Replaced old 20" gas stove with new 30" gas stoves, backsplash, and rangehood.
\$59,710.00 Finished on 3/4/05.

Butler Homes: 11 units

Added sidewalk from Johnson street up to front porch of apartments. \$ 6,500.00

2003 Improvement to Grounds and Apartments
at Statesboro Housing Authority

Braswell Homes:

Put drain pipe in a section of ditch that run back of apartments 7 & 8. To help their backyard and help the landscape and put up chain link fence. Haul and Spread fill dirt and sod. \$5,639.00

Erected Chain Link Fence:

Braswell Homes (3 sides) 1287ft. \$6,756.75

Cone Homes (2 sides) 803ft. \$4,215.75

Butler Homes (back side, president circle) 700ft. \$3,675.00

Landscape:

Butler Homes haul top soil around oak trees and low places. Spread rye grass and Bermuda grass seed. \$700.00 / \$5,620.00

Braswell and Groover Homes:

Replaced all windows with double-insulated and security screens. Consisted of 60 Apartments.

Cone and Butler Homes:

Install combination light-ventilation fans in bathrooms. Consisted of 88 Apartments.

2002 Improvement to Grounds and Apartments
at Statesboro Housing Authority

Butler Homes:

Install fence on back of property next to church and Pine Street. \$2,500.00

Maintenance:

Purchase used truck for service. \$7,995.00

Office:

Placed new sign in front of office. \$1,445.00

Braswell and Groover Homes:

Installed new heat and air condition systems. Consisted of 60 units.

Cone and Butler Homes:

Replaced all windows with double-insulated and security screen. Consisted of 88 apartments.

Braswell, Cone, and Butler Homes:

Removed, cut, and trimmed bushes, vines, and trees on property lines to get ready to install fence. \$7,500.00

2001 Improvement to Grounds and Apartments
at Statesboro Housing Authority

Cone and Butler Homes:

Install new ground rods. Consisted of 88 apartments. \$5,895.00

Cone Homes:

Installed hand rails for steps in wall. \$1,744.00

Cone and Butler Homes:

Installed washing machine hook ups. By our Maintenance Dept. Consisted of 88 apartments. \$10,656.00

Cone and Butler Homes:

Install new heat and air condition system. This is first time they had air condition. Consisted of 88 apartments.

Groover and Braswell Homes:

Tightened up aluminum siding that was loose, replaced nail with screws and replaced any rotten boards. \$4,623.00

1996 - 2000 Improvements
at Statesboro Housing Authority

Cone and Butler:

Removed some oak trees and done some severe trimming to get all limbs off of roofs.

Replace all old shingles:

Cone Homes

Butler Homes

Groover Homes

Cone and Butler:

Check for lead base paint. It was found on porch columns and on board around soffit. Removed and replaced all columns and all board with vinyl around soffits.

Cone Homes:

An erosion problem. Constructed block wall on Hwy. 80 and Woodrow St. and placed iron fence along wall to prevent injury.

Groover Community Room:

Added storage onto one end next to shop.

Butler, Cone, Groover, & Braswell Homes:

Installed security screen doors. Statesboro Housing Authority purchased material the last 4 years to build security screen doors. We have replaced all old doors with new ones. It was a total of 384. By constructing these doors in our maintenance department we saved approximately \$38,400.