



March 18, 2014 5:15 pm

1. Call to Order by Mayor Jan Moore
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Recognitions/Public Presentations
 - A) Recognition of the promotions for Lieutenant Brad Bouchillon, Lieutenant Andrew Farrar, Lieutenant Rabon Hutchinson and Division Chief Bobby Duggar
 - B) Representatives from Keep Bulloch Beautiful will give a presentation on the upcoming Children's Water Festival
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 03-04-2014 Council Work Session Minutes
 - b) 03-04-2014 Council Meeting Minutes
 - c) 03-04-2014 Council Executive Session Minutes
6. Consideration of a Motion to approve the second reading of **Ordinance 2014-01**: An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages) (Drive-Thru Sales).
7. Public Hearing and Consideration of a Motion to approve the following:
 - A) **APPLICATION # RZ 14-02-01**: Dennis Rhodes dba Coley Homes requests a zoning map amendment from R20 (Single-Family Residential) District to R4 (High Density Residential) for property located at 444 South College Street. (Tax Parcel Number S21000011000)
 - B) **APPLICATION # RZ 14-02-02**: TI-Gentilly Garden LLC requests a zoning map amendment pursuant to the Statesboro Zoning Ordinance from R15 (Single-Family Residential) & R3 (Medium Density Residential) District to CR (Commercial Retail) District for the property located at 625 Gentilly Road (Tax Parcel Number MS73000002000).

8. Consideration of a Motion to approve **Resolution 2014-05**: A resolution to approve the supplemental contract for the Gas Portfolio IV project between the City of Statesboro (“Member”) and the Municipal Gas Authority of Georgia Authorizing the Execution, Delivery and Performance of the Supplemental Contract for the Gas Portfolio Project, and for other purposes.”
9. Consideration of a Motion to approve the Fire Department to seek a grant funding for the replacement of the Fire Safety Education House. This is a 5% match grant for a total amount requested \$64,232. The 5% match will be funded from the Fire Fund at \$3,211.60.
10. Consideration of a motion to approve the retirement of K-9 Bruno from active police services and donation of Bruno to his handler Statesboro Police Corporal Andrew Samples.
11. Other Business from City Council
 - A) Planning and Development to update Council regarding L&D Produce at Highway 80
 - B) Announcement regarding Retail Strategies presentation on March 20
12. Public Comments (General)
13. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
CITY COUNCIL WORK SESSION MINUTES
March 04, 2014**

A Work Session of the Statesboro City Council was held on March 4th, 2014 at 8:30 a.m. in the Council Chambers at City Hall. Present were Mayor Jan Moore; Council Members: Phil Boyum, Gary Lewis, John Riggs and Travis Chance. Also present was City Clerk Sue Starling, City Attorney Alvin Leaphart and Director of Community Development Mandi Cody. Absent was Mayor Pro Tem Will Britt.

The meeting was called to order by Mayor Jan Moore. The following topic was discussed.

1. Discussion of Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages) (Drive Thru).

Council discussed the change to the alcohol ordinance that would include the sale of sealed alcoholic beverages at a drive thru window. The discussion revolved around growlers. Mr. Leaphart stated that everything had to be sealed.

City Attorney Alvin Leaphart stated there may be a typo in the document but he would make the change if necessary.

There was also discussion as to whether the ordinance would require a first and second reading. City Attorney Alvin Leaphart stated there was no written law that requires a first and second reading. Councilman Riggs stated that Council has in the past had a first and second reading and we should follow those same procedures. Councilman Chance also stated we should be consistent.

The meeting adjourned at 8:50 am.



**CITY OF STATESBORO
Council Minutes
March 04, 2014**

A regular meeting of the Statesboro City Council was held on March 4th, 2014 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Will Britt, Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire and Director of Community Development Mandi Cody.

The meeting was called to order by Mayor Jan Moore

The Invocation was given by Allen Muldrew, Director of the DSDA and the Pledge of Allegiance was led by Mayor Pro Tem Will Britt

Recognitions/Public Presentations:

- A) Presentation of the Beautification Award by Mr. Henry Clay**
 - a) The Forum at Statesboro**
 - b) Hendley Properties, Inc.**

Mr. Henry Clay presented the Beautification Award to Mary Bass for “The Forum” and Ray Hendley for the Greenbriar Apartments and Magnolia Place.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes**
 - a) 02-18-2014 Council Minutes**

- B) Notification of alcohol license application:**
 - a) Licensee: Alvin Friesen**
 - DBA: Food World #792**
 - Location: 603 Northside Drive West**
 - Type of Alcohol License: Retail Beer & Wine Packaged Only**
 - Type of Business: Package (Grocery Store)**
 - b) Licensee: Alvin Friesen**
 - DBA: Food World #793**
 - Location: 620 Fair Road**
 - Type of Alcohol License: Retail Beer & Wine Packaged Only**
 - Type of Business: Package (Grocery Store)**

C) Consideration of a Motion to approve Resolution 2014-04: 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 2013 tax year.

Mayor Moore stated there was an error in the minutes concerning Ms. Carries Howard's award to the Mayor. The minutes should have included the word female. Councilman Boyum made a motion, seconded by Councilman Chance to approve the consent agenda in its entirety. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve Resolution 2014-03: A Resolution adopting a temporary six month moratorium on the acceptance, issuance, and processing of alcohol license applications for locations where a previously licensed premises was adjudicated a public nuisance by a court of competent jurisdiction.

Councilman Riggs made a motion, seconded by Mayor Pro Tem Will Britt to approve Resolution 2014-03: A Resolution adopting a temporary six month moratorium on the acceptance, issuance, and processing of alcohol license applications for locations where a previously licensed premises was adjudicated a public nuisance by a court of competent jurisdiction. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to award a construction contract for phase II of the fire station project to BAK Builders, LLC in the amount of \$422,562

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to award a construction contract for phase II of the fire station project to BAK Builders, LLC in the amount of \$422,562. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve Ordinance 2014-01: An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages)(Drive-Thru Sales).

Mayor Moore stated this would be considered as the first reading of Ordinance 2014-01. Councilman Chance made a motion, seconded by Councilman Riggs to approve Ordinance 2014-01: An Ordinance Amending Certain Sections of Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages) (Drive-Thru Sales). Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Other Business from City Council

Planning and Development will have an update regarding the selection of the design team for the GSU/COS Fab Lab project.

City Manager Frank Parker gave Council an update on the Fab Lab Design Team. He stated there was a meeting on Monday to choose a firm and to get the schedule of fees. He also stated

that once the firm was notified he would come back to Council with a full report. The Mayor asked if there was a construction time line. Councilman Boyum replied that it may be some time around August.

Gas Superintendent Steve Hotchkiss asked Council for approval for a change of the Municipal Gas Authority Firm Contract. The purpose of the changing in the level of firm contract or service is to provide sufficient firm services to meet the City's firm service requirements plus providing additional capacity for interruptible demand. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Boyum to approve the change to the firm contract. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

City Manager Frank Parker asked Council for an Executive Session to discuss "Real Estate". Mayor Pro Tem Will Britt made a motion, seconded by Councilman Boyum to enter into an Executive Session to discuss Real Estate. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote. There will be a 5 minute break before the session begins.

Public Comments (General): None

At 10:00 am Mayor Moore asked for a motion to close the Executive and call the regular session back to order. Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to close the Executive Session. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote. The Mayor stated there was not action taken.

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 10:01 am.

Ordinance #2014-01
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 6-91 to the Code of Ordinances of the City of Statesboro is hereby amended in its entirety and shall read as follows:

Sec. 6-91. Drive-through sales of alcoholic beverages for off-premises consumption permitted.

- (a) For purposes of this chapter, the term "drive-through sale" means the sale of alcoholic beverages for off-premises consumption where the customer remains in his vehicle and where the licensee consummates the sale through a drive-through window affixed to the licensed premises.
- (b) It shall be lawful for a licensee to sell or offer for sale alcoholic beverages for off-premises consumption within the city by means of a drive-through sale.
- (c) Sales where the alcoholic beverage is delivered by the licensee to a customer outside the licensed premises by any means other than a drive-through window affixed to the licensed premises are prohibited.
- (d) This section is not applicable for sales of alcoholic beverages for consumption on the premises, and does not limit or alter the prohibitions contained in Section 6-163.

SECTION 2. All other sections of Chapter 6 not 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.

1st Reading: March 04, 2014

2nd Reading: March 18, 2014

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

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk



City of Statesboro – Department of Planning and Development

P.O. Box 348
Statesboro, Georgia 30458

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

**RZ 14-02-01
ZONING MAP AMENDMENT
444 South College Street**

LOCATION: 444 South College Street

REQUEST: Rezone from R20 (Single-Family Residential) to R4 (High Density Residential)

APPLICANT: Dennis Rhodes dba Coley Homes

OWNER(S): Dennis Rhodes

LAND AREA: 1.32 acres

PARCEL TAX MAP #s: S21000011000

COUNCIL DISTRICT: District 2 (Lewis)



PROPOSAL:

The applicant is requesting the rezoning of approximately 1.32 acres of property located at 444 South College Street from R20 (Single-Family Residential) District to R4 (High Density Residential) District to develop and construct six additional single-family style structures on the site to create a small neighborhood environment. (See **Exhibit A** – Location Map & Exhibit B – Sketch Plan)

BACKGROUND:

The subject site of this request is adjacent to northern parcel tax map S21000011001 which was rezoned from PUD/CR (Planned Unit Development with Commercial Retail overlay) to R4 (High Density Residential) in May of 2012 in case RZ 12-05-02. In August of 2012, .27 acres of the subject site was subdivided and combined with the above mentioned northern adjacent parcel and rezoned from R20 (Single-Family Residential) to R4 (High Density Residential) in case RZ 12-06-10 leaving the remaining 1.32 acres of the subject site zoned R20 (Single-Family Residential). The site currently contains four existing single-family units. The applicant wishes to develop and construct six additional units, totaling nine units all together on the site, necessitating a zoning map amendment.

SURROUNDING LAND USES/ZONING:

ZONING:		LAND USE:
NORTH:	R4 (High Density Residential)	Residential duplexes
SOUTH:	R20 (Single Family Residential)	Single-Family Residential
EAST:	HOC (Highway Oriented Commercial)	Commercial
WEST:	R20 (Single Family Residential)	Single-Family Residential

The subject property is located in a primarily residential use area with the eastern property line backed by commercial uses such as mini storage, used car sales etc. **(See Exhibit A & C)**

COMPREHENSIVE PLAN:

The subject site lies within the “Urban Core” character area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Plan*. The “Urban Core” character areas are identified as the activity and cultural hub of the region and support a wide range of acceptable uses. As a major gateway into downtown, traditional development patterns of buildings along the sidewalk and a lively streetscape are respected and promoted, while encouraging retail uses with large storefront windows at street level.

Neighborhood-scaled retail and commercial, arts and entertainment venues, civic centers, office, neighborhood services, lofts and urban residential including single-family residential along secondary streets, mixed use, multi-story buildings with retail on the street and office/residential above are all appropriate land uses for properties within the Urban Core character area. Some suggested development and implementation strategies for the area include the following:

- Encourage mixed-use infill and redevelopment.
- New development should respect historic context of building mass, height and setbacks.
- Economic development strategies should continue to nurture thriving commercial activity.
- Develop sites within the southern portions of the character area (especially along South Main, generally from Grady Street to Fair Road) in a manner that promotes the functional and aesthetic objectives of the character area while providing a greater physical linkage between Georgia Southern University and downtown.

Statesboro Comprehensive Plan, Community Agenda pages 12-13.

The land use strategy in the *Statesboro Downtown Master Plan* states that sites in the vicinity of College and Bulloch Streets offer potential locations to develop a significant amount of urban housing. Within that area high-density housing would comprise buildings which are two to four-stories in height with a density of 8 to 12 units per acre. These sites would be potential locations for development in the near-term:

- Underutilized or vacant parcels – including a significant number of sites that accommodate infill, high-density construction.
- Amenities – proximate to transit (when available or planned), new parks, retail and services within short walking distances.

Statesboro Downtown Master Plan, Land Use Strategy page 41.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject site is currently served by city utilities including water and sewer, sanitation, and public safety services. No significant impact is expected on community facilities as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands but is located in a special flood hazard zone; however, this request should not generate any additional issues. There is no expected environmental impact associated with this request. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

ANALYSIS:

The entire 1.32 acre site is currently zoned R20 (Single Family Residential) and contains four single family homes. The applicant’s request to rezone the property from R20 (Single Family Residential) to R4 (High Density Residential) would allow the proposed development of an additional six units to be constructed on the property.

The request to rezone the subject property should be considered in light of the standards for determination of zoning map amendments given in Section 2007 of the *Statesboro Zoning Ordinance*; the vision and community policies articulated within the city’s two (2) primary land use policies: *The Statesboro Comprehensive Plan* and the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*; and the potential for the property to develop in conformance with the requirements of the proposed R4 (High Density Residential) zoning district for residential uses only as set forth in the *Statesboro Zoning Ordinance*.

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

- (1) **Existing uses and zoning or (of) property nearby;**
 - o Existing uses and zoning of nearby property range from highway commercial to high density residential and single family residential homes. According to the *Statesboro Comprehensive Master Plan*, this area provides urban style housing opportunities through live-work and loft housing. Expanding housing options in downtown is encouraged in the *Statesboro Comprehensive Master Plan*.
- (2) **The extent to which property values are diminished by the particular zoning restrictions.**
- (3) **The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
- (4) **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - o Rezoning of the site would allow for infill development, increased property values, and enhancement of the existing structures at the site.
- (5) **The suitability of the subject property for the zoned purposes.**
 - o The proposed land use meets the provisions of the *Statesboro Zoning Ordinance* and the *Comprehensive Plan* and could be developed in conformance with R4 (High Density Residential) Standards.
 - o The property is currently utilized in a residential manner.
- (6) **The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
 - o The parcel currently holds only four single family units. The majority of the lot is vacant. Allowing the applicant to rezone will allow development of the underutilized portion of the property.
- (7) **The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;**
 - o Traffic counts for the immediate area (and thereby relative to the subject property’s proposed use) states that the total average annual daily trips reached approximately 1,310 trips both ways for the year 2011 which is an increase of 1,000 trips from 2010 but is not expected to increase significantly with the applicant’s request.
 - o *The Long Range Transportation Plan* does not identify the level of service at this segment.
 - o The proposed use is not expected to have a negative impact on population density, community facilities, living conditions, traffic patterns and property values in adjacent areas given its current single family zoning district, and is not expected to be negative or burdensome to the general public or surrounding property owners.
- (8) **Consistency with other governmental land use, transportation, and development plans for the community.**
 - o The requested zoning map amendment is consistent with the policies articulated within the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*.
 - o As illustrated on the sketch plan submittal, the subject property can be developed in conformance with the requirements for the proposed R4 (High Density Residential) zoning district. The property will be sufficient in size and shape for proposed residential use and should meet the setback and other standards of the R4 (High Density Residential) zoning districts as well as the parking, buffering, and other development requirements set forth in the *Statesboro Zoning Ordinance*.
 - o The *Statesboro Comprehensive Plan* adopts a goal of “promot[ing] infill and redevelopment” stating that “infill development, which consists of developing vacant lots dispersed in developed areas, strengthens neighborhoods and reinvests money into infrastructure which is already in place”. (*Community Agenda, page 51*). The requested utilization of the subject site would achieve this goal.
 - o Use of the property as high density residential is consistent with the vision and guiding principles of the “Urban Core” character area as articulated within the *Statesboro Comprehensive Plan* which promotes new developments to include mixed uses such as small to mid-size retail, single family residential, and multifamily residential.

STAFF RECOMMENDATION:

Based on the factors of consideration for zoning map amendments given in Section 2007, *the Comprehensive Plan*, and the *Long Range Transportation Plan*, staff recommends approval of the zoning map amendment requested by application RZ 14-02-01.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 4-0 to recommend approval of the zoning map amendment requested by application RZ 14-02-01.

(Please note: Unless otherwise stated in any formal motion by City Council, staff considers the conceptual site plan (Exhibit B) submitted on behalf of the applicant for this request to be illustrative only. Approval of the application does not constitute approval of any final building or site plan).

EXHIBIT A: LOCATION MAP



EXHIBIT B: SITE PLAN & PROPOSED DEVELOPMENT PROTOTYPE

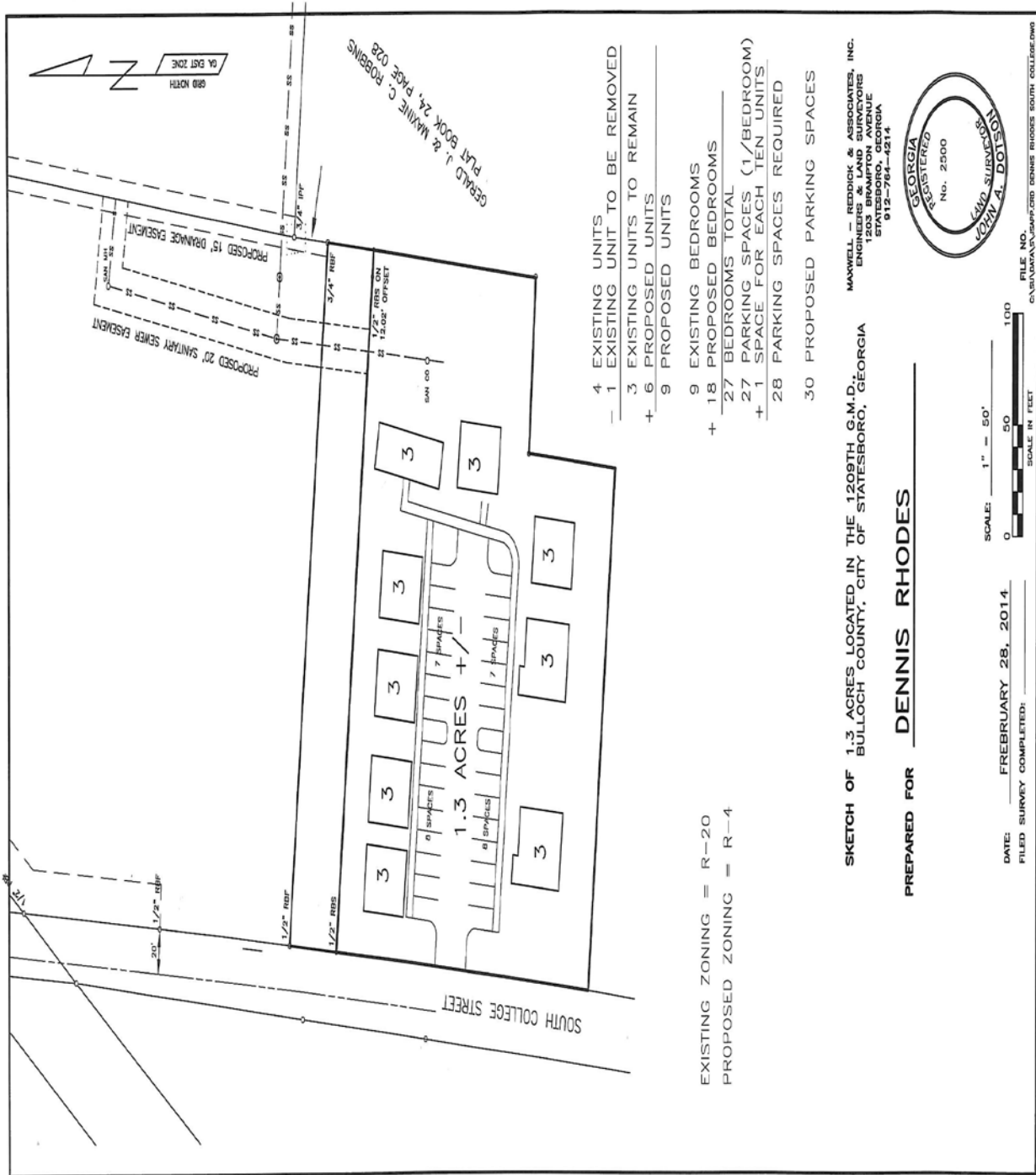
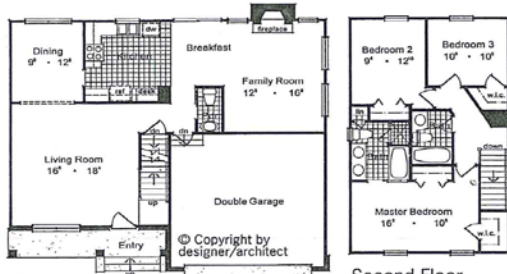


EXHIBIT B: SITE PLAN & PROPOSED DEVELOPMENT PROTOTYPE CONT'D

1

MADEIRA
Plan #653-047D-0014



First Floor
978 sq. ft.

Second Floor
692 sq. ft.



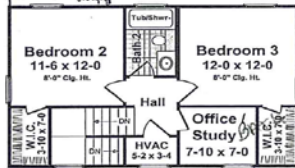
Total living area: 1,670
Width: 40'-0" Depth: 39'-8"
3 bedrooms, 2 1/2 baths
2-car garage
Basement foundation
Price Code C

charming two-story with porch

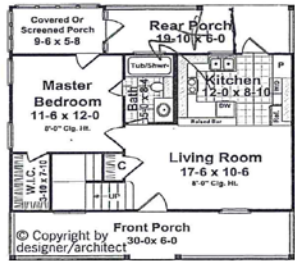
- There is plenty of closet space throughout this home
- The delightful family room is flooded with sunlight from many windows
- Open living areas make this home appear larger

LAURELWOOD PLACE

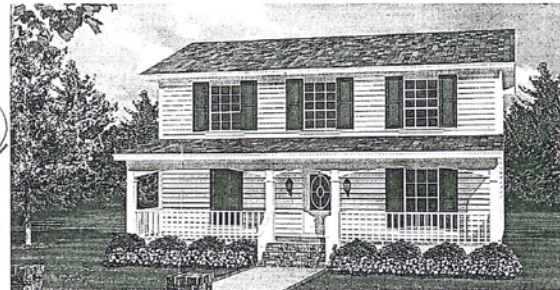
Plan #653-077D-0106



Second Floor
600 sq. ft.



First Floor
600 sq. ft.



Total living area: 1,200
Width: 30'-0" Depth: 32'-0"
3 bedrooms, 2 baths
Slab or crawl space foundation,
please specify when ordering
Price Code F

delightful two-story

- The raised snack bar connects the kitchen to the living room, creating a lovely open living area
- Front and rear covered porches provide lovely settings for relaxing in the great outdoors
- Each bedroom features a walk-in closet for easy organization

1-800-373-2646
houseplansandmore.com

EXHIBIT C: PHOTOS OF SUBJECT SITE AND GENERAL VICINITY



Figure 1: Eastern view of Subject Property from South College Street



Figure 2: Southern view of Subject Property from northern side of Subject Property

EXHIBIT C: PHOTOS OF SUBJECT SITE AND GENERAL VICINITY CONT'D



Figure 3: Northern Parcel Adjacent to Subject Site



Figure 4: Southern Parcel Adjacent to Subject Site

EXHIBIT C: PHOTOS OF SUBJECT SITE AND GENERAL VICINITY CONT'D



Figure 5: Across South College from Subject Property.



Figure 6: Eastern Parcel Adjacent to Subject Site



City of Statesboro – Department of Community Development

P.O. Box 348
Statesboro, Georgia 30458

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

**RZ 14-02-02
ZONING MAP AMENDMENT
625 & 701 GENTILLY ROAD**

LOCATION: 625 and 701 Gentilly Road
REQUEST: Rezone from R15 (Single Family Residential) and R3 (Medium Density Residential) to CR (Commercial Retail)
APPLICANT: TI – Gentilly Gardens, LLC
OWNER(S): TI – Gentilly Gardens, LLC and New Covenant Church
LAND AREA: Approximately 2.08 acres and 0.31 acres
PARCEL TAX MAP #s: MS73000002 000 and MS73000003 000
COUNCIL DISTRICT: 4 (Riggs)



PROPOSAL:

The applicant is requesting the rezoning of an approximate .31 acre strip of land currently zoned R15 (Single Family Residential) and owned by New Covenant Church in anticipation of acquisition and combination with property owned by Gentilly Gardens which is currently zoned CR (Commercial Retail). The proposed expansion of Gentilly Gardens has prompted the acquisition of land in order to meet setback regulations set forth by the *Statesboro Zoning Ordinance*. Gentilly Gardens is categorized as a healthcare facility (to include assisted living facilities) which is not a permissible use in the R15 (Single Family Residential) zoning district. Because the proposed building expansion will encroach upon the strip of land being acquired from New Covenant Church, the property must be rezoned to CR (Commercial Retail) before a building permit may be granted for the proposed expansion.

In addition to the aforementioned rezone request, the applicant, with staff’s recommendation, is requesting the rezoning of the northern portion of the parcel (approximately 2.08 acres) owned by Gentilly Gardens which contains a detention pond for storm water run-off. The detention pond was originally constructed for and utilized by Hendley Properties’ the Retreat at Gentilly which is currently zoned R3 (Medium Density Residential). The applicant has since obtained and combined the property with Gentilly Gardens’ existing property which is zoned CR (Commercial Retail); thus, creating a split zoned parcel. Split zoning is defined as two or more zoning designations on one piece of property. An assisted living facility is not a permissible use in the R3 (Medium Density Residential) zoning district, and, while the applicant doesn’t intend to develop the area where the detention pond currently exists, the property should be rezoned to match the entire parcel to ensure consistency and property legality to avoid potential issues in the future. **(See Exhibit A)**

BACKGROUND:

Gentilly Gardens was rezoned from R15 (Single Family Residential) to CR (Commercial Retail) in April, 2012 pursuant to case RZ 12-03-01 to rid the applicant of the burden of the existing Special Exception in which the use was originally permitted and allow a permissible use that is consistent with the current and future use as an assisted living facility for the anticipated expansion. Following the zoning map amendment of the entire parcel, a small adjacent strip of property to the west was also rezoned from R15 (Single Family Residential) to CR (Commercial Retail) on January 15, 2013 pursuant to case RZ 12-12-01 for the acquisition and combination with Gentilly Gardens. Adjacent property to the north was acquired and combined from the Retreat at Gentilly in February, 2013 causing the property to be split zoned CR/R3 (Commercial Retail) / (Medium Density Residential).

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	R15 (Single Family Residential),R3 (Medium Density Residential)	Vacant, Duplexes, and Trail
SOUTH:	R15 (Single Family Residential)	Church and Single Family Homes
EAST:	R15 (Single Family Residential)	Church and Single Family Homes
WEST	R15 (Single Family Residential)	Single Family Homes

The subject property is located in mixed use area with a church to the southeast of the subject property, single family homes to the west, and duplexes, a trail, and a lumber yard to the north. **(See Exhibit D)**

COMPREHENSIVE PLAN:

Given the existing use of the subject property as an assisted living facility and the necessity of the requested zoning map amendment as a general “house-keeping” action to ensure consistency and formality, the recommendations of the *Comprehensive Plan* may not be applicable to this request. In addition, recommendations of the *Comprehensive Plan* for the current use have been considered in past zoning cases and were found to be complimentary to the existing use and were approved by Mayor and Council.

Nevertheless, the subject site lies within the “Developing” character area and adjacent to a proposed “Green Space” area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Plan*. The Developing character area is primarily residential in nature, but is “under pressure to grow in a suburban manner.” “These developing areas can be found at the periphery of the city, adjacent to existing suburban development and highway corridors.” *Statesboro Comprehensive Plan, Community Agenda*, page 16.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject site is currently served by city services including water, sewer, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. There is no expected environmental impact associated with this request. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

ANALYSIS:

The applicant has requested a zoning map amendment for approximately .31 acres of land currently zoned R15 (Single Family Residential) and belonging to New Covenant Church. Gentilly Gardens has determined that in order to successfully expand the existing building while meeting the regulations of the *Statesboro Zoning Ordinance*, the acquisition and combination of the .31 acre strip of land is necessary. Gentilly Gardens is classified by the *Statesboro Zoning Ordinance* as a healthcare facility (to include assisted living facilities), and, as such, the subject property must be rezoned to CR (Commercial Retail) to match the existing zoning district for Gentilly Gardens which permits such use.

Additionally, the entire existing 4.29 acre site is currently split zoned R3 (Medium Density Residential) and contains a detention pond previously constructed and utilized by the Retreat at Gentilly. The applicant’s request to rezone a portion (approximately 2.08 acres) of the property from R3 (Medium Density Residential) to CR (Commercial Retail) is being requested as a recommendation by staff to avoid any potential future issues associated with the confusion and inconsistency of split zoned properties. This request is preferable as a matter of “house-keeping” and should not have a negative effect on surrounding properties.

Staff also recommends that Council consider the effect this request would have on split zoning which can be defined as two or more zoning designations on one piece of property. Split zoning can be viewed as a short-term solution but can easily turn into a long-term problem if, for example, the applicant does not follow through with subdivision and combination. In such instance, accurately mapping split-zoned properties can be difficult, causing potential liability issues. The current zoning ordinance does not provide guidance for split-zone requests nor does it prohibit the practice; therefore, staff must consider each request on a case by case basis. While split zoning of parcels can be problematic and should ordinarily be used with caution, in this case, the applicant has a positive history of submitting subdivision/combination plats to be approved by the Mayor and Director of Planning and Development and should be completed if this request is approved. Therefore, there are no indications that the combination with the adjacent property would not be successful; thereby, alleviating any concerns in this instance.

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

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

- (1) Existing uses and zoning or (of) property nearby;**
 - o Existing uses and zoning of nearby property range from commercial to single family residential homes.
 - o The requested zoning change is minor and should not have a negative impact on surrounding properties.
- (2) The extent to which property values are diminished by the particular zoning restrictions.**
 - o The proposed zoning designation already exists on this property.
 - o Property values may be decreased if split zoning exists as it currently does.
- (3) The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
- (4) The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - o The proposed combination of the property allows Gentilly Gardens to expand the facility appropriately to accommodate the growing needs of its members and the demand for new members.
 - o Given the long term existence and planned expansion of this use, the grant of this rezone effectively would not eliminate any resident zoning or uses.
- (5) The suitability of the subject property for the zoned purposes.**
 - o The acquisition and combination is necessary to satisfy the provisions of the *Statesboro Zoning Ordinance*.
- (6) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
 - o Allowing the applicant to rezone for subdivision/combination purposes will allow development of an underutilized wooded portion of property.
- (7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;**
 - o The proposed rezone is not expected to have a negative impact on population density, community facilities, living conditions, traffic patterns and property values in adjacent areas given its current existence, and is not expected to be negative or burdensome to the general public or surrounding property owners.
- (8) Consistency with other governmental land use, transportation, and development plans for the community.**
 - o The requested zoning map amendment is consistent with the policies articulated within the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan* and the anticipation of the City's construction of a sidewalk along Gentilly Road.
 - o As illustrated on the sketch plan submittal, the subject property can be developed in conformance with the requirements for the proposed CR (Commercial Retail) zoning district when combined with the adjacent lot. The combined property will be sufficient in size and shape for proposed commercial use and will help Gentilly Gardens meet the setback requirements and other standards of the CR (Commercial Retail) zoning districts as well as the parking, buffering, and other development requirements set forth in the *Statesboro Zoning Ordinance*. If the subject property does not combine with the adjacent parcel after being rezoned, the provisions of the *Statesboro Zoning Ordinance* could not be met.
 - o The remainder of the church property continues to meet regulatory standards of the *Statesboro Zoning Ordinance*.
 - o The *Statesboro Comprehensive Plan* adopts a goal of "promot[ing] infill and redevelopment" stating that "infill development, which consists of developing vacant lots dispersed in developed areas, strengthens neighborhoods and reinvests money into infrastructure which is already in place". (*Community Agenda, page 51*). The requested utilization of the subject site would achieve this goal.

- This request may pose an issue of split-zoning the property until subdivision and combination is completed. The *Statesboro Zoning Ordinance* does not offer any provisions or guidance in regards to split-zoning parcels. In this case, however, no negative impact on zoning is expected as result of this request since a combination plat for approval and recording is expected pending approval of this request.

STAFF RECOMMENDATION:

Based on the factors of consideration for zoning map amendments given in Section 2007, *the Comprehensive Plan*, and the *Long Range Transportation Plan*, staff recommends approval of the zoning map amendment requested by application RZ 14-02-02 with the following condition:

1. Submittal and approval of a combination plat.
2. The area where the detention pond is located must remain as such and not be permitted to develop in a commercial manner to ensure proper drainage for the Retreat at Gentilly.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 4-0 to recommend approval of the zoning map amendment requested by application RZ 14-02-02 with the following as a **condition**:

1. Submittal and approval of a combination plat.
2. The area where the detention pond is located must remain as such and not be permitted to develop in a commercial manner to ensure proper drainage for the Retreat at Gentilly.

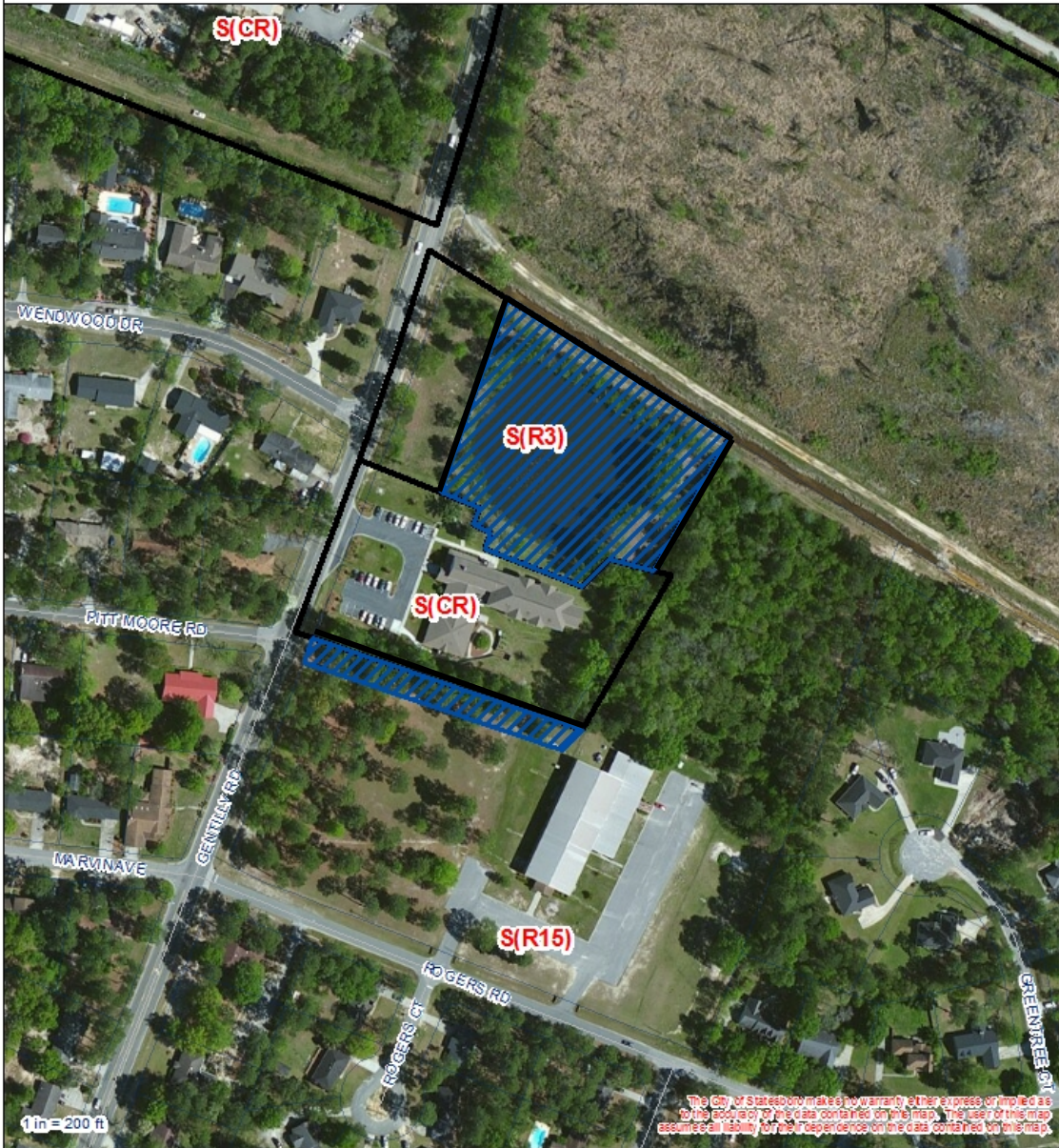

(Please note: Unless otherwise stated in any formal motion by City Council, staff considers the conceptual site plan (Exhibit C) submitted on behalf of the applicant for this request to be illustrative only. Approval of the application does not constitute approval of any final building or site plan).





EXHIBIT A: LOCATION MAP

RZ 14-02-02, Parcel # MS73000002 000, & MS73000001 000

Location Map

625 Gentilly Rd

 Subject Property	 City Limits
 Zoning	 Tax Parcels

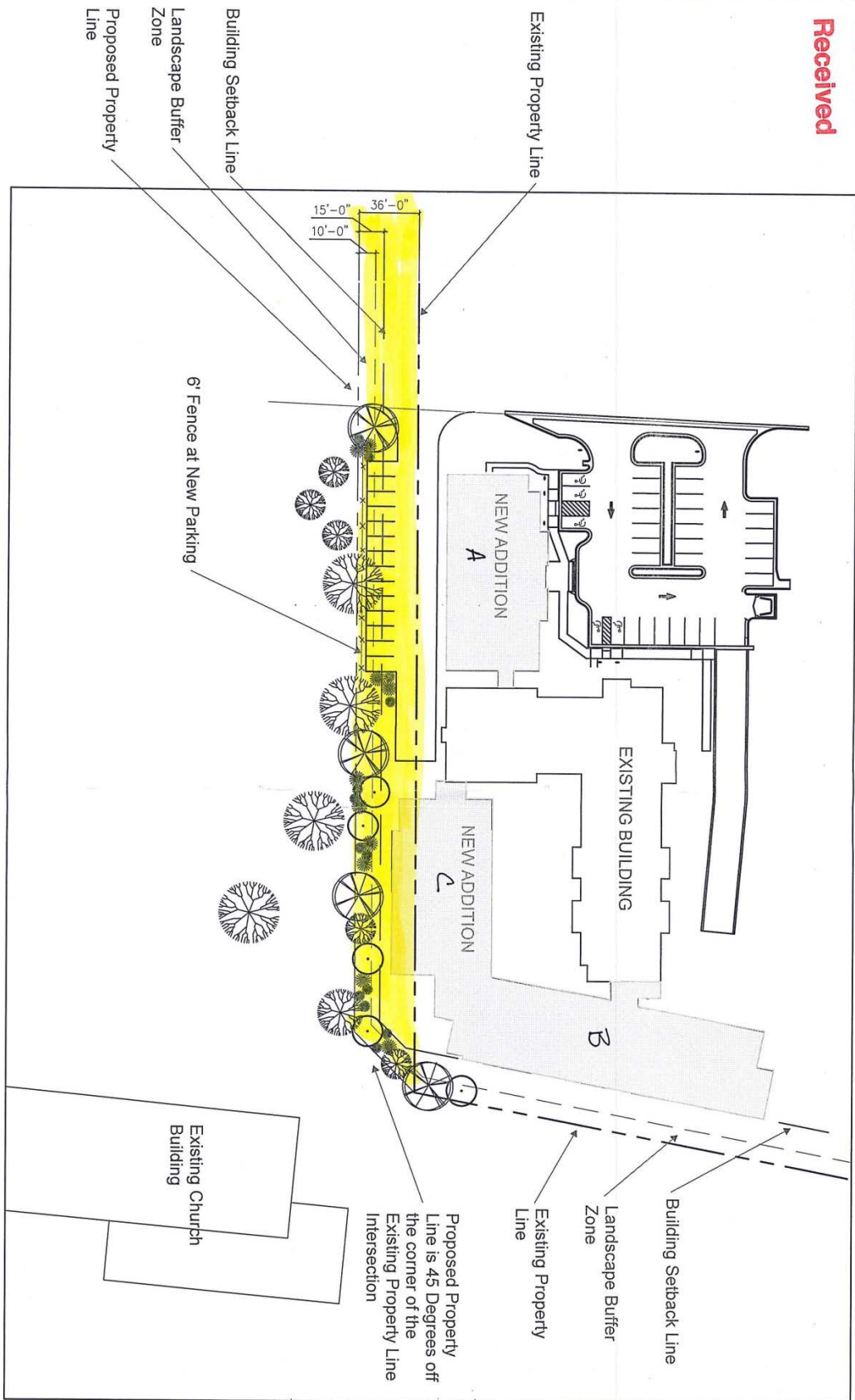
City of Statesboro Department of Planning and Development



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

EXHIBIT B: PLAT

Received



NORTH

Site Plan

SCALE: 1" = 60'-0"

EXHIBIT C: ZONING MAP

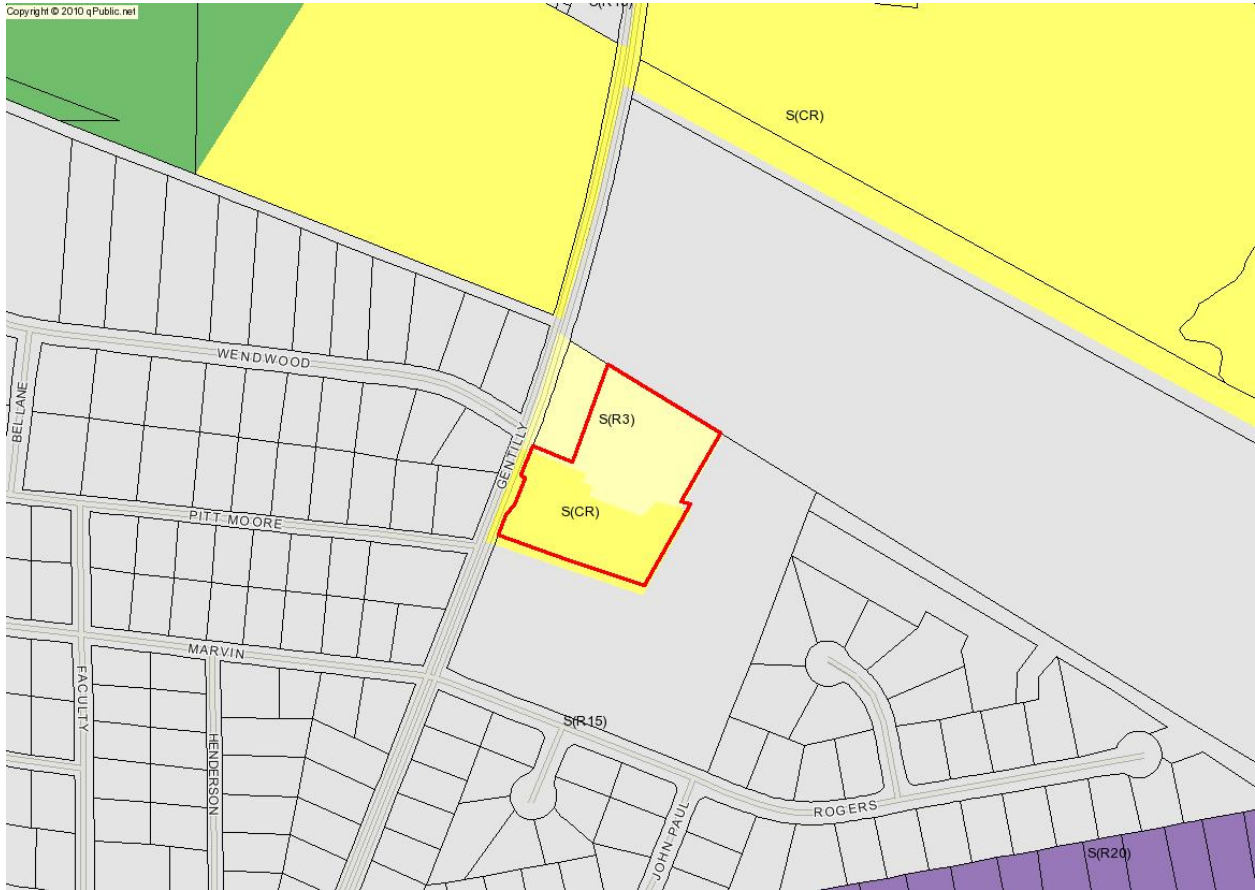


EXHIBIT D: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY.



**Figure 1: The wooded area of the subject property to be combined with Gently Gardens.
EXHIBIT D: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY (CONT.).**



Figure 2: Gentilly Gardens (Rear Portion to be combined with Subject Site.)



Figure 3: New Covenant Church.

EXHIBIT D: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY (CONT.).



Figure 4: Detention Pond – Currently part of Gentilly Gardens Property – Zoned R3



Figure 5: The Retreat at Gentilly to the North of the Subject Site.

EXHIBIT D: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY (CONT.).



Figure 6: Single Family Homes across Gentilly Road from Subject Site.



Figure 7: View of the wooded area to be combined with Gentilly Gardens from Gentilly Road.

Resolution 2014-05
A RESOLUTION
OF THE CITY OF STATESBORO

APPROVING THE SUPPLEMENTAL CONTRACT FOR THE GAS PORTFOLIO IV PROJECT BETWEEN THE CITY OF STATESBORO ("MEMBER") AND THE MUNICIPAL GAS AUTHORITY OF GEORGIA AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE SUPPLEMENTAL CONTRACT FOR THE GAS PORTFOLIO IV PROJECT, AND FOR OTHER PURPOSES

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

WHEREAS, the Member has heretofore entered into a certain Gas Supply Contract as heretofore extended for an additional ten years beyond the original termination date of December 2015 to December 31, 2025 pursuant to the First Amendment to Gas Supply Contract, and from December 31, 2025 to December 31, 2040 pursuant to the Second Amendment to Gas Supply Contract (as so extended, the "Gas Supply Contract"), with the Gas Authority providing for the Gas Authority's obligation to furnish the Member with its gas supply requirements and for the Member's obligation to pay for such gas supplies; and

WHEREAS, the Member has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the Member and the Gas Authority have caused to be prepared a certain Supplemental Contract (Gas Portfolio IV Project), dated as of November 1, 2014 (the "Supplemental Contracts");

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

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

Section 2. The Member hereby approves and authorizes the execution and delivery of the Supplemental Contract in substantially the form of the drafts of the Supplemental Contract attached to this Resolution as Exhibit "A" and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor's discretion, with advice of counsel. The Supplemental Contract shall be executed by the Mayor attested by the Clerk, and shall have

the Member's seal affixed thereto, and shall be delivered to the Gas Authority, and when so executed and delivered, shall be binding upon the Member in accordance with its terms. Execution of the Supplemental Contract as authorized herein shall be conclusive evidence of the Member's approval thereof.

Section 3. In the adoption of this Resolution, the Member hereby recognizes that this action will be relied upon by other municipalities that own and operate gas distribution systems and that adopt similar resolutions in furtherance of the organization of the Gas Authority under the Act, and that the Member is also relying upon the adoption of such Resolutions by such other municipalities.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLVED **this**__ day of _____, 2014.

CITY OF STATESBORO

By: _____
Mayor Jan J. Moore

[SEAL]

Attest:

Clerk

SUPPLEMENTAL CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

and

CITY OF STATESBORO (GAS

PORTFOLIO IV PROJECT)

This Contract, made and entered into as of November 1, 2014, by and between the MUNICIPAL GAS AUTHORITY OF GEORGIA, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the "Gas Authority"), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the "Act"), and the CITY OF STATESBORO, a municipal corporation of the State of Georgia, hereinafter sometimes designated as the Member,

W.I T N E S S E T H
THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by O.C.G.A. Section 46-4-100 and has determined to contract with the Gas Authority pursuant to the Act and Article IX, Section ill, Paragraph I of the Constitution of the State of Georgia (the "Intergovernmental Contracts Clause"); and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the "Gas Supply Contract"), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract" and collectively, the "Gas Supply Contracts") with other municipalities and systems that own and operate gas distribution systems (each, a "Member" and collectively, the "Members"); and

WHEREAS, the Gas Authority and the Members have heretofore extended the original term of their respective Gas Supply Contracts beyond the original termination

EXHIBIT A

date of December 2015 to December 31, 2025 pursuant to the First Amendment to Gas Supply Contract, and from December 31, 2025 to December 31, 2040 pursuant to the Second Amendment to Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, shall be pledged as security for the payment of Bonds;

NOW, THEREFORE:

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

This Contract is dated as of November 1, 2014, its effective date, and shall terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. Section 46-4-81 shall have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined shall have the meaning ascribed thereto in the Gas Supply Contract.

(c) As used herein, the term:

(1) "Annual Project Costs" shall mean the Project Costs applicable to a Gas Supply Year.

(2) "Bond Resolution" shall mean the Gas Portfolio IV Project Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) "Bonds" shall mean the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds shall be subordinated as to payment to any other issue of such Bonds, and shall include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.

(4) "Contract" refers to this Supplemental Contract.

(5) "Debt Service" shall mean Debt Service on the Bonds.

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

(7) "Indemnity Share" shall mean the amount determined in accordance with Section 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) "Indemnity Share Member" means each of the Georgia and non-Georgia municipalities or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, and set forth in the Schedule of Indemnity Shares attached hereto.

(9) "Member" or "Members" shall mean the Georgia municipality or system that is a party to this Contract, or collectively, all of the Georgia municipalities or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia municipalities or systems executing similar Contracts as Indemnity Share Members.

(10) "MCF" shall mean thousand cubic feet.

(11) "Obligation Share Member" means each of the Georgia municipalities shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) "Obligation Share" shall mean, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) "Project" shall mean the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas or associated liquids and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. "Project" as used in this paragraph, is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a Project required by any governmental agency having jurisdiction over the Project; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.

ARTICLE IT

CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER

Section 201. Authority Gas Supplies.

The Gas Authority shall use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority shall use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract shall be deemed to have passed through the meter at the Member's city gate prior to other Authority Gas Supplies.

Section 202. Reports.

The Gas Authority shall prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member shall provide to the Gas Authority, in such form as shall be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information shall be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than shall enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

Section 203. Records and Accounts.

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts shall be included in the Gas Authority's financial statements, which shall be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

Section 204. Rate Covenant

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

ARTICLE III

ISSUANCE OF BONDS

Section 301. Issuance of Bonds.

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, 2020, with a maximum principal amount outstanding at any one time of \$1,100,000,000; provided however, that such limitation shall not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount shall be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract, dated as of November 1, 2002 (Gas Portfolio III Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,500,000,000 outstanding at any one time hereunder. Each series of Bonds shall have a final maturity of no more than 20 years from the date of issuance of each such series of Bonds.

Section 302. Refunding Bonds.

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance including any costs of terminating any derivative products associated therewith, but shall not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

ARTICLE IV
OBLIGATION SHARES

Section 401. Obligation Shares.

Each of the Members initially participating in the Project have been assigned an Obligation Share as set forth in the Schedule of Obligation Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that at any time and from time to time all Project Costs payable by the Gas Authority are in excess of the revenues of the Gas Authority available for the purpose of paying the same and pursuant to Section 503 of the Gas Supply Contract and any applicable rate stabilization or reserve funds, then the Member shall be obligated to pay immediately upon demand by the Gas Authority or the Trustee under the Bond Resolution its Obligation Share of such excess.

Section 402. Subsequent Members.

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member shall be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas, based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares shall be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.

Section 403. Payment Obligations.

The Member hereby agrees to pay its Obligation Share of Project Costs as set forth in the Schedule of Obligation Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by any Member of any obligation to the Gas Authority or to any other Member, whether

hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made, the Member shall not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Gas Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Gas Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract, the Gas Supply Contract or otherwise.

Section 404. Sources of Member's Payments.

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

Section 405. Pledge of Payments.

All payments required to be made by the Member pursuant to the provisions of this Article IV shall be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

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

ARTICLE V EXCESS BOND

PROCEEDS

Section 501. Excess Bond Proceeds.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable shall constitute a default on the part of the Member.

Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Member shall not be relieved of its liability for payment of the amounts in default, and the Gas Authority shall have the right to recover from the Member any amount in default. In enforcement of any such right of

recovery, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Member.

Section 603. Other Default by Member.

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract or the Gas Supply Contract against the Member.

Section 604. Default by Gas Authority.

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Gas Authority.

Section 605. Abandonment of Remedy.

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

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority shall not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to perform of any third party. No failure on the part of the Gas Authority shall be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

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

Section 703. Termination or Amendment of Contract.

Subject to the terms of the Bond Resolution, this Contract may be amended by instrument in writing executed with the same formality as this Contract; provided, however, if any such amendment is to be made to less than all of the Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice shall be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment shall be made which is adverse to the interest of the owners of the Bonds.

Section 704. No Assignment or Transfer.

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

ARTICLE VIII

SEVERABILITY

In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract shall be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

[SIGNATURES BEGIN ON NEXT PAGE]

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

MUNICIPAL GAS AUTHORITY OF
GEORGIA

APPROVED AS TO FORM:

BY: _____
CHAIRMAN

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF STATESBORO

APPROVED AS TO FORM

JAN J. MOORE, MAYOR

ATTEST: _____
SUE STARLING, CITY CLERK

ALVIN LEAPHART, CITY ATTORNEY

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR MEMBERS
PARTICIPATING IN GAS SUPPLY PORTFOLIO IV PROJECT

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS
OF A RATIO CALCULATED ON mE BASIS OF EACH
MEMBER'S ANNUAL PURCHASES]

Member	Annual Purchases	Obligation Share Percentage
Adairsville	419,406	1.2118%
Adel	174,575	0.5044%
Albany	987,462	2.8530%
Americus	265,968	0.7685%
Andersonville	1,374	0.0040%
Ashburn	36,010	0.1040%
Bainbridge	233,801	0.6755%
Blakely	144,613	0.4178%
Bowman	11,996	0.0347%
Buford	2,788,302	8.0561%
Byron	39,688	0.1147%
Cairo	120,446	0.3480%
Camilla	512,171	1.4798%
Claxton	260,725	0.7533%
Cochran	154,768	0.4472%
Commerce	431,005	1.2453%
Covington	1,938,815	5.6017%
Dawson	337,770	0.9759%
Doerun	47,864	0.1383%
Donalsonville	48,557	0.1403%
Douglas	708,742	2.0477%
Dublin	2,579,952	7.4542%
Eatonton	135,045	0.3902%
Edison	36,679	0.1060%
Elberton	419,626	1.2124%
Fitzgerald	719,089	2.0776%
Fort Valley	449,157	1.2977%
Grantville	33,808	0.0977%
Greensboro	730,135	2.1095%
Hartwell	449,392	1.2984%

Member	Annual Purchases	Obligation Share Percentage
Hogansville	97,594	0.2820%
LaFayette	265,550	0.7672%
Lawrenceville	3,870,722	11.1835%
Louisville	55,676	0.1609%
Lumpkin	5,404	0.0156%
Madison	220,173	0.6361%
Manchester	36,582	0.1057%
Millen	64,877	0.1874%
Monroe	334,132	0.9654%
Monticello	457,149	1.3208%
Moultrie	201,874	0.5833%
Nashville	53,311	0.1540%
Pelham	21,330	0.0616%
Perry	383,920	1.1092%
Quitman	84,660	0.2446%
Royston	219,707	0.6348%
Social Circle	379,365	1.0961%
Sparta	79,789	0.2305%
Statesboro	554,970	1.6035%
Sugar Hill	730,644	2.1110%
Summerville	1,044,260	3.0171%
Sylvania	750,857	2.1694%
Sylvester	134,787	0.3894%
Thomasville	505,690	1.4611%
Thomson	1,360,424	3.9306%
Tifton	443,935	1.2826%
Toccoa	1,302,167	3.7623%
Trion	409,744	1.1839%
Union Point	58,699	0.1696%
Vienna	138,823	0.4011%
Warner Robins	3,816,019	11.0255%
Waynesboro	135,359	0.3911%
West Point	144,161	0.4165%
Winder	1,031,652	2.9807%
Total	34,610,947	100%

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF INDEMNITY SHARE PERCENTAGES FOR MEMBERS
PARTICIPATING IN GAS SUPPLY PORTFOLIO IV PROJECT

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS
OF A RATIO CALCULATED ON THE BASIS OF EACH
MEMBER'S ANNUAL PURCHASES)

Member	Annual Purchases	Adjusted Obligation Share and Indemnity Percentages
Georgia Members		Adjusted Obligation Share Percentage
Adairsville	419,406	1.054%
Adel	174,575	0.439%
Albany	987,462	2.481%
Americus	265,968	0.668%
Andersonville	1,374	0.003%
Ashburn	36,010	0.090%
Bainbridge	233,801	0.587%
Blakely	144,613	0.363%
Bowman	11,996	0.030%
Buford	2,788,302	7.005%
Byron	39,688	0.100%
Cairo	120,446	0.303%
Camilla	512,171	1.287%
Claxton	260,725	0.655%
Cochran	154,768	0.389%
Commerce	431,005	1.083%
Covington	1,938,815	4.871%
Dawson	337,770	0.849%
Doerun	47,864	0.120%
Donalsonville	48,557	0.122%
Douglas	708,742	1.780%
Dublin	2,579,952	6.481%
Eatonton	135,045	0.339%
Edison	36,679	0.092%
Elberton	419,626	1.054%
Fitzgerald	719,089	1.806%
Fort Valley	449,157	1.128%
Grantville	33,808	0.085%
Greensboro	730,135	1.834%
Hartwell	449,392	1.129%
Hogansville	97,594	0.245%
LaFayette	265,550	0.667%
Lawrenceville	3,870,722	9.724%
Louisville	55,676	0.140%
Lumpkin	5,404	0.014%
Madison	220,173	0.553%
Manchester	36,582	0.092%
Millen	64,877	0.163%

Member	Annual Purchases	Adjusted Obligation Share and Indemnity Percentages
Georgia Members		Adjusted Obligation Share Percentage
Monroe	334,132	0.839%
Monticello	457,149	1.148%
Moultrie	201,874	0.507%
Nashville	53,311	0.134%
Pelham	21,330	0.054%
Perry	383,920	0.964%
Quitman	84,660	0.213%
Royston	219,707	0.552%
Social Circle	379,365	0.953%
Sparta	79,789	0.200%
Statesboro	554,970	1.394%
Sugar Hill	730,644	1.835%
Summerville	1,044,260	2.623%
Sylvania	750,857	1.886%
Sylvester	134,787	0.339%
Thomasville	505,690	1.270%
Thomson	1,360,424	3.418%
Tifton	443,935	1.115%
Toccoa	1,302,167	3.271%
Trion	409,744	1.029%
Union Point	58,699	0.147%
Vienna	138,823	0.349%
Warner Robins	3,816,019	9.586%
Waynesboro	135,359	0.340%
West Point	114,161	0.288%
Waynesboro	135,359	0.340%
Butler-South Alabama Gas District	25,619	0.064%
Chambersburg, Pennsylvania	1,100,714	2.765%
East Central Alabama Gas District	332,492	0.835%
Havanna, Florida	18,441	0.046%
Jasper, Florida	51,359	0.129%
Lanett, Alabama	89,016	0.226%
Lawrenceburg, Tennessee	637,802	1.602%
Maplesville, Alabama	43,953	0.110%
Quincy, Florida	141,644	0.356%
Roanoke, Alabama	202,199	0.508%
Rockford, Alabama	5,476	0.014%
Smyrna, Tennessee	2,461,965	6.185%
Wadley, Alabama	44,825	0.113%
Wedowee, Alabama	38,907	0.098%
Total Adjusted Obligation Shares and Indemnity Shares	39,806,289	100%



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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Director of Public Safety

Vulnerability Statement

The Statesboro Fire Department is seeking assistance with a project covered under the Fire Prevention and Safety Grant Program. The Department's service area includes the City of Statesboro as well as portions of Bulloch County that are within a five mile district contiguous to the city limits, for a total coverage area of 96 square miles. This service area also includes a state university comprised of 22,000 students. The Statesboro Fire Department currently operates with 14 personnel on shift daily, utilizing 3 engines, an aerial unit and a Battalion, running out of two stations.

Our grant application project is the purchase of a Fire Safety House, will expand our current Fire Safety Education program to target all ages, from the very young to the elderly. We also plan to target the Spanish speaking community by providing resources and demonstrations in their native language. Education is a powerful tool in fighting fires and saving lives.

Each year over 5000 Americans die in home fires and 80 percent of those killed by fire die in single family dwellings. The majority of those who die in house fires are the young and senior citizens. Presently, our target audience is the young children of our community. The plan of our new program will not only place emphasis on the young, but will include an emphasis on the elderly and Hispanic community members as well.

Our comprehensive fire safety-training program will target the specified United States Fire Administration high-risk groups of senior citizens, children, and those for whom Spanish is their native language. With the acquisition of the new Fire Safety House, we feel we could have a bigger impact on Statesboro and its community members of all ages by helping them understand the importance of fire safety, and what precautions and safety measures they need to learn and practice.

Using the Fire Safety House, we will be able to provide a hands-on educational approach to fire safety and emergency preparedness by taking our program directly to these specific target groups. Through this educational tool, we will have a more mobile resource with which to reach those who may not be getting the safety instruction they should; including the elderly and Hispanic population. By purchasing a Fire Safety House, our firefighters will be able to utilize small home-like spaces and real life hazards in a controlled environment to teach fire safety. The unit would include simulated smoke, a heated door, stairs and a model kitchen. There is an enormous difference between talking about an objective and being able to actually do the hands-on training.

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Director of Public Safety

Currently, our program targets the younger population, which includes kindergarten through 5th grade, a group comprising approximately 8% of the community's population. The average time spent with the students is 30-45 minutes. During this time, students are asked basic fire safety questions, have the components of fire gear and tools explained to them, and watch a short film. We feel this program lacks depth and consistency across the various shifts. We currently do not have an outlined program for the other high-risk populations, and we feel The Fire Safety House would serve as a jumpstart for a more developed fire education program we are in the process of developing at this time.

Our newly identified at-risk groups are seniors over the age of 65, (10% of the population) and members of the Hispanic community (3.5% of the population.) To reach all of our target groups, we foresee the Fire Safety House being utilized at schools, community centers serving senior and Hispanic groups, and community events such as recreational events, health fairs, and carnivals. The use of The Fire Safety House will enhance, expand, and supplement our existing fire safety training which is presently limited to our elementary schools.

Implementation Plan

Bulloch County School System as well as area private schools currently call on the Department for Fire Safety Education delivery, as do various other community groups. Bulloch County has nine elementary schools, each of which have an after school program, a senior center, and a Boys & Girls Club. The Fire Safety House will allow the targeted high-risk groups more of a hands-on learning experience that can be tailored toward their particular living environments. The newly revamped Fire Education Program, along with the Fire Safety House will serve to increase the safety of our community through education and hands on training.

The Fire Safety lesson will begin in the classroom where basic fire safety information will be presented to the students. Then, in the controlled environment of the Fire Safety House, elementary students be able to practice what they learned by being introduced to a smoke filled room, and be shown how to escape the space, which can help alleviate panic during a real life fire. Students will learn and be asked to demonstrate techniques such rolling out of their beds, exiting a room after feeling the door first, using stairs in low visibility or exiting through a second story window. Students will also learn how to signal for help and retard the spread of smoke into the room if they are unable to escape. Basic kitchen safety will also be presented to the students in an actual kitchen environment. Other safety information will be included in take home materials given

The training for senior citizens would likewise begin in a class setting, and then include demonstrations in the Fire Safety House such as kitchen safety, escape techniques, and



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identifying fire hazards. The lessons and demonstrations will be geared towards seniors living alone and with their environments in mind.

The Fire Safety House would be used for presentations to different community groups including those whose first language is Spanish. Following a classroom presentation made in Spanish, the hands-on learning environment afforded by the Fire Safety House would add clarity in areas that may not translate well. Participants would range in age from kindergarten to senior citizens, and the interaction between the firefighters and the participants would help to build a more trusting relationship between the Department and the Hispanic community.

Newspaper articles, radio announcements and demonstrations of the unit for various organizations, will serve to advertise the availability of the "House" for use by the community. The Fire Safety House will be an educational tool available for use by certified personnel from areas beyond the Statesboro Fire Department's service area. Various agencies, including Fire Departments from nearby communities, will be able to use the Fire Safety House in their individual areas during special occasions, such as open houses, community celebrations, and events. Members of the Statesboro Fire Department from the Prevention or Operation Divisions holding the certification of Fire and Life Safety Educator I, will make presentations utilizing the Fire Safety House. All outside agencies must follow their own protocol and policies when using the unit.

Statesboro Fire Department will track how many individuals from each target group - KG through 5th grade, those over 65 and members of the Hispanic community - participate in the program, via Fire Programs. Following each presentation, participants as well as the group leaders will be asked to complete a survey via Survey Monkey in order to track how much information was retained, along with their overall satisfaction with the program itself.

It is the goal of the Department to use the Fire Safety House and the revised Fire Safety Education Program to better prepare the target groups to handle themselves in the event of a fire, as well as increase their awareness of potential fire hazards that they may encounter as small children or older adults, and in the case of those for whom English is not their primary language, allow them to learn in the language they would fall back on while under the duress of a fire situation.

Cost benefit

According to the recorded data for 2012, \$12.4 billion in damages both to property and person was incurred as a result of fire nationwide; this program is intended to reduce these losses starting in our own community. The Statesboro Fire Department responds to over 700 calls a

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year. Last year, SFD responded to 73 structure fires with an estimated loss of \$3,983,176. At \$64,232, the amount requested for the Fire Safety House, is a fraction of the \$3.9 million in property damage that occurred during the last Fiscal year in the Statesboro Fire Department's service area. There is of course, no amount that could replace the cost of human suffering – emotional, physical and monetary – caused by a fire.

Sustainability

The Statesboro Fire Department will continue its Fire Safety Education Program beyond the grant period. It will cover all maintenance and upkeep cost incurred for the Fire Safety House and the cost for educational materials through the annual budgeting process, as well as through donations received from the program's community partners. Partnering groups would include the Statesboro Kiwanis Club and Rotary Club of Statesboro; both of whom would provide financial support for materials distributed during presentations.

Financial Need

Our number one concern is public health and safety for the residents of our community. Presently, the Prevention Division operates on a very limited budget of \$3000 per year. The existing program has been supplemented through donations received during various community events, where firefighters do face painting and balloon tying for youngsters. The combined funds are used to purchase materials that are distributed during show and tell events and fire safety talks. There is currently no funding available for the purchase a Fire Safety House, nor is there any plan to include the funds in future capital improvement budgets. The City of Statesboro has committed to funding the 5% match for this project.

Experience and Expertise

Each school year, the Statesboro Fire Department performs close to 100 fire safety talks, show and tell activities for the schools, and several special event programs in the community. Members of the Department have been told by parents that the fire safety training their child received was instrumental in the installation of smoke detectors in their home and the practice of home fire safety and escape plans. In some instances, the lessons learned were used to mitigate a situation that would have otherwise ended in a fire disaster for the family.

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The Fire Safety House would be a tremendous asset for any community that is dedicated to saving lives and reducing property damage due to fire, educating our young children to be safe and helping the elderly. We would like to stress the fact that nothing can take the place of "hands on training", and this unit would afford us that capability. Our Target groups would retain the message better with the live demonstrations this educational tool would afford.

Thank you for your consideration of our application.



Timothy E. Grams
Fire Chief

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SURREY FIRE SAFETY HOUSE

#29LTD2 29 FT. 2 LEVEL Fiberglass Exterior
SPECIFICATION SHEET

LENGTH: 29'4" WIDTH: 8'0" HITCH BALL HEIGHT: 18" AXLE WT:4,800#
HEIGHT: 11'8" Int. 105" GVWR. 7,000 # HITCH WT.: 685# GVW: 5,553#

ADA Compliant: All units handicap accessible.

FRAME & SIDEWALL CONSTRUCTION: Frame 2X6 high strength 3/16" tubular steel. Welded battery rack on tongue with a steel tube 4x4 rear bumper and standard safety chains and rear skid bars

SIDEWALL CONSTRUCTION: Standard RV 2x3 and 2x2 RV construction. Bonded to 5/32 plywood paneling for high strength and lightweight. ABS fenders with galvanized wheel pans. Hand cut fiberglass insulation in side walls.

EXTERIOR: The exterior of the house is white in color and is heavy .Fiberglass offering a superior surface for graphics adhesion and lettering as well as maintenance free. All windows and doors are sealed to the body using (Clean Seal) not putty tape, offering the best water seal available today. A Lend-A-Hand folding assist grab handle shall be in place at the side entrance door. There will be a 18 ft. awning in place on the curb side. The rear deck is Plastic Lumber up graded from pressure treated lumber

AXLES AND BRAKES: A height adjustable suspension shall be in place. Overall unit height and ground clearance may be adjusted with this type suspension. The unit shall have tandem 4" drop axles 3,500# each with equalized suspension. The axles are spring leaf. 4 wheel 10 " electric brakes will be utilized mfg by Hayes or equal. A brake away switch will be attached to the frame as an emergency stop, in the unlikely event of unit separation. The inner fender pans are galvanized.

TIRES AND WHEELS: Steel belted radial ST205x75R15 tire on white painted mod 5 lug wheels

ROOF: A 1 piece Rubber Roof is provided over a 7/16 OSB underlayment Tapered 4.5" roof truss system provides a crown to the roof eliminating puddling. 4 roof vents are in place.

FLOOR: The floor is constructed of 5/8" Exterior grade plywood on 2"x 4" support members 12" on center. The bedroom is fully carpeted with a 1/2" re-bond pad. Kitchen and control room

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as well as the storage compartments have a fully insulated floor with heavy-duty vinyl under belly for maximum weather shielding at a minimal weight..

LIGHTS INTERIOR: All interior light shall be fluorescent

LIGHTS EXTERIOR: Standard ICC lights are in place as required. All Lights are state of the art LED technology. 3-12 volt porch lights. 2 on door side and 1 on rear with a common switch in the kitchen at the front door. A hook up light is on the power tongue jack. A 12 volt power source with an on off switch is pre-wired to the roof for a strobe, the wall switch will be located in the control room.

WINDOWS: All windows are Radius corner Hi-Line heat-treated safety glass , except the Control Room window and the escape window onto the rear deck, upper 1-40"x45" sliding bedroom window. Curtains and valances on all sliding windows and 36"x36" mini blind on control room window. Two observation ports to living room and bedroom.

FIREPLACE An electric fireplace will be located in the living room. It will have a screen and simulated brick face, an on/off switch will be wall mounted next to the fireplace.

REAR DECK: Upper and lower rear deck shall be constructed of pressure treated lumber. Upper deck 52"x36". Lower deck 41.5"x 45". A commercially available chain escape ladder shall be bolted securely at upper and lower deck for escape simulation. The ladder will be mounted in a manner that allows shoe clearance between siding and ladder. Treads come installed with non-skid surface.

KITCHEN: The kitchen shall be equipped with a functional 3-burner stove with oven. The stove will be equipped with a shut off valve in the gas supply line. A city water hook up is provided to allow use of stainless steel sink. A functional microwave oven will be provided as well as a place for a refrigerator with power outlet. An exhaust fan and hood with light will also be provided. Upper and lower cabinets and 106" ceiling height.

CONTROL ROOM: A control room will be provided allowing control of many educational functions. A 911-phone system for 911 training. On/off switch for 110 volt smoke alarms. An on/off switch for bedroom electrically heated door shall be in the control room. ABS smoke ducting system (schedule 40) with control valves allowing room selection as well as an operating location and outlet for water base smoke machine. A smoke ready light in the control room will be controlled by the training officer in the bedroom. The control room will have a 48" counter with storage cabinets and a 48"x12"x5" cushion on a bench for control room operator comfort. A 3'x3' single hung window with screen and mini blind. A power vent will be installed.

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DOORS -OUTSIDE: Two Radius Corner (Hi- Line)34" entrance doors with flush handles and dead bolt locks and screen doors will be provided. Both doors will be equipped with head bump pads. A 7"x55" door with key lock will be on left rear for handicap ramp storage compartment as well as a 40"x11" door with key lock for under stairwell storage.

COOLING, HEATING AND VENTILATION: There will be a 13,500 BTU ducted air conditioner. Heat will be provided by a 35,000 BTU Atwood #8500 forced air furnace ducted throughout. 3 power roof vents, 1 in kitchen and 2 in bedroom installed to aid in removing non-toxic smoke as well as help hold the smoke to the ceiling during training.

HANDICAP RAMP: There will be a telescoping wheel chair ramp provided. This ramp is aluminum.

BEDROOM: The bedroom shall be on the upper level with 51" ceiling height. It will be fully carpeted with rebond pad, curtains and valances on side windows. A bed with mattress, bedspread and pillow sham. A nightstand and carpeted bench. 2 exhaust fans shall be roof mounted with a wall switch for on/off control allowing the instructor to monitor smoke removal. A wall switch for on/off control of a smoke activation signal in the control room will be installed. A sliding window in the rear of the unit will allow access to upper rear deck and escape ladder.

ELECTRICAL-110 VOLT: A standard RV 25' single 30 amp power supply cord shall be provided for 110 volt AC power into the unit. All wall receptacles are functional. Ground fault receptacles are in the kitchen as well as both outside outlets. Power is supplied through circuit breakers in a power panel. This panel also contains the power converter producing 12-volt power needed.

ELECTRICAL-12VOLT: 12-volt power for the unit is provided by a 55-amp solid-state power converter by Elixir or equal. The converter will supply all 12-volt needs of the unit when plugged in. The unit will have a deep cycle battery and box to supply 12 volt power on short term when not plugged in.

BACK-UP BEEPER a back up beeper is in place. This devise will warn others that the unit is in motion in reverse. (Your tow vehicle must be properly wired for this feature to function)

BATTERY CUT OFF There is a battery disconnect switch in place that allows all 12 volt power from the battery shut off for storage

911 PHONE With Call back feature: A wall phone will be located in the living room allowing a child to experience dialing 911 or any number and reaching (control room) a fire fighter or

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Wendell Turner
Director of Public Safety

dispatcher. The system has a telephone in the control room. An external phone jack will be located on the door side of the unit, allowing 911 training from outside the unit or to demonstrate the need to exit the home in a fire situation and call from a neighbor.

GENERATOR COMPARTMENT: A generator storage compartment is provided (up grades are available)

OUTSIDE TV CABINET: A TV cabinet with outlets for outside viewing is an option

SLIDE OUT TV TRAY: There is a slide out TV shelf in the compartment

HITCH JACK: A high torque 12-volt power tongue jack manufactured by H&H Engineering will be in place. The unit will have manual back up capability as well as 2 hookup lights.

STABILIZER JACK: 4 crank down stabilizer jacks shall be frame mounted. These jacks will stabilize the unit and eliminate suspension travel while occupied.

OUTLETS: Smoke room-5, Kitchen-3, Living room-3, Bedroom-4, Outside-2.

LIVING ROOM: Windows with curtains, electric fireplace with on/off switch, carpeted benches, lights above mantle and wall mounted telephone.

AWNING RAIL: An awning rail is in place on the curb side of the unit. This will allow an 18 ft. roll out awning to be added.