



April 15, 2014 5:15 pm

1. Call to Order by Mayor Jan Moore
2. Invocation and Pledge of Allegiance by Councilman Gary Lewis
3. Recognitions/Public Presentations:
 - A) Director of DSDA Allen Muldrew and Keep Bulloch Beautiful Kelly Collingsworth will update Council on the plans for "Spring into Statesboro" including the "Great American Cleanup"
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 04-01-2014 Council Minutes
 - b) 04-01-2014 Executive Session Minutes
 - B) Notification of alcohol license application:
 - a) Licensee: Pallavi Patel
DBA: K and J Food Mart
Location: 123 West Main Street
Type of Alcohol License: Packaged Beer & Wine
Type of Business: Convenience Store
 - C) Consideration of a Motion to approve "Massage Therapy"
 - a) Karla Swartz LMT
 - D) Consideration of a Motion to approve Special Event Permit
 - a) Georgia Southern University – Wine and Beer Tasting Benefit
 - E) Consideration of a Motion to Approve Third Amendment to Lease Agreement with New Cingular Wireless PCS, LLC for use of portion of the Paulson Stadium Water Tank.
 - F) Consideration of a Motion to Approve Third Amendment to Lease Agreement with New Cingular Wireless PCS, LLC for use of portion of the Howard Lumber Company Water Tank.
 - G) Consideration of a Motion to negotiate an engineering contract to SAPP Engineering for the design of a high pressure natural gas line to be located at the US 301 and I-16 Industrial Park.

6. Consideration of a Motion to Approve Task Order No. 2 of Professional Services Agreement with Ecological Planning Group in the amount of \$75,870.00 to assist the City with the development of Comprehensive Storm Water Management Program
7. Consideration of a Motion to authorize Mayor to enter into franchise agreement on behalf of the City of Statesboro with Pavlov Media.
8. Consideration of a motion for the sole source purchase under the state purchasing contract of Motorola radios for Engineering and Public Works not to exceed \$25,000.
9. Consideration of a Motion to reject bids for a vacuum excavator based on specifications not being met by all submitted bids.
10. Consideration of a Motion to award a contract to purchase two (2) bi-fuel CNG trucks to Wade Ford in the amount of \$26,761 each for a total of \$53,522.00.
11. Other Business from City Council
12. Public Comments (General)
13. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
April 01, 2014**

A regular meeting of the Statesboro City Council was held on April 1st, 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 and Gary Lewis. 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. Councilman Travis Chance was absent.

The meeting was called to Order by Mayor Jan Moore.

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

Recognitions/Public Presentations

A) Presentation of the Proclamation for “Arbor Day”. Mr. Henry Clay and the Tree Board will accept the Proclamation.

Mayor Moore presented a proclamation to Robert Seamans and Kelly Collingsworth in recognition of “Arbor Day”.

B) Presentation of the Proclamation for the Bulloch Academy Lady Gators 2014 Class AAA State Champions

Mayor Moore presented a proclamation to Bulloch Academy Coach Paul Webb and team members for the Class AAA State Championship.

C) Recognition of Jeremy Mincey, defensive end football player for the Dallas Cowboys of the National Football League

City Manager Frank Parker recognized Jeremy Mincey for his accomplishments in the field of football as he has now been signed by the Dallas Cowboys.

Mayor Moore presented a proclamation to Benji Thompson and Lori Durden in recognition of “Manufacturing Appreciation Week”.

Alison Goggans gave praise and gratitude to the Public Safety Department for their support and efforts involving the assault that took place in her home.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) **03-18-2014 Council Minutes**

B) Notification of alcohol license application:

a) **Licensee: Gregory M. Parker**

DBA: Parker’s #47

Location: 1588 Brampton Avenue

Type of Alcohol License: Packaged Beer & Wine

Type of Business: Convenience Store

b) Licensee: Ana Lilia Escutia

DBA: Southern Lounge

Location: 406 Fair Road Suite 10

Type of Alcohol License: Pouring – Beer, Wine & Liquor

Type of Business: Sports Restaurant

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

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)

John Dotson of Maxwell Reddick representing Dennis Rhodes spoke in favor of the zoning request. Mayor Pro Tem Will Britt stated his concerns regarding no sidewalks. Mandi Cody and Robert Cheshire stated at this point there was no room for sidewalks. Mayor Pro Tem Will Britt made a motion to include the grant of an easement from the property owner to be used as a sidewalk when future sidewalks or construction projects occur in the same area. The motion was seconded by Councilman Boyum. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a motion to set a date and time for a work session regarding revision of Chapter 6 of the Statesboro Code of Ordinances which addresses the sale and consumption of alcoholic beverages.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Boyum to set the work session date as May 6th which would follow the regular Council Meeting with lunch included. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Presentation and Consideration of a Motion to Approve Task Order No. 2 of Professional Services Agreement with Ecological Planning Group in the amount of \$75,870.00 to assist the City with the development of Comprehensive Storm Water Management Program

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Boyum to postpone this item until the next meeting. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve the upgrade of the Water/Sewer operations software and network systems not to exceed \$250,000

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Riggs to approve the upgrade of the Water/Sewer operations software and network systems not to exceed \$250,000. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Other Business from City Council

City Manager Frank Parker recognized his wife, Marcia, and Mayor Pro Tem Will Britt's daughter, London, in the audience.

Mayor Pro Tem Will Britt asked City Attorney Alvin Leaphart to look into the zoning process that would include sidewalks.

Public Comments (General)

A) Bryan Davis will address Council on the projects at Midtown, South Mulberry Street and East Grady St.

Bryan Davis of Hendley Properties updated Council on their plans for the completion of the apartments on East Grady St. He also stated they would be glad to put in sidewalks once there were other sidewalks that could be connected.

B) Heath Robinson would like to update Council regarding the fire code for "The Hall".

Heath Robinson stated that he had reached an agreement with Chris Colson and Tim Grams of the Fire Department for the completion of the fire codes for the sprinkler system at "The Hall".

Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" in accordance with O.C.G.A. §50-14-3 (2012)

At 10:45 am, Councilman Boyum made a motion, seconded by Mayor Pro Tem Will Britt to enter into Executive Session to discuss "Personnel Matters" in accordance with **O.C.G.A. §50-14-3 (2012)**. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

At 11:21 am, Mayor Moore asked for a motion to come out of Executive Session. Councilman Riggs made a motion, seconded by Councilman Lewis to come out of Executive Session. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Adjourn

Mayor Moore called the regular session back to order stating there was no action taken. Councilman Riggs made a motion, seconded by Councilman Lewis to adjourn. Councilman Britt, Boyum, Riggs, and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

The meeting was adjourned at 11:22 a.m.

RECEIVED
3-25-14

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION 3-25-14

TYPE OF BUSINESS TO BE OPERATED:

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

APPLICANTS FULL NAME Pallavi Patel

OWNERS NAME Pallavi Patel

DBA (BUSINESS NAME) K and J Food mart

CHECK THE TYPE OF ALCOHOL LICENSE YOU ARE APPLYING FOR:

RESTAURANT SPORTS RESTAURANT PRIVATE CLUB PACKAGE

BUSINESS ADDRESS 123 West Main St., Statesboro GA. 30458

BUSINESS MAILING ADDRESS 123 West Main St., Statesboro GA. 30458

BUSINESS TELEPHONE # 912-601-1972

ARE YOU A CITIZEN OF THE UNITED STATES? YES NO

HAVE YOUR EVER BEEN ARRESTED FOR ANYTHING? YES NO

IF YES, WHEN AND WHY _____

IS THE APPLICANT THE OWNER OF THE BUSINESS? YES NO

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

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

PLEASE LIST BELOW:

Pallavi Patel _____



RECEIVED
2-6-2014

City Of Statesboro
P. O. Box 348
Statesboro, Ga. 30459

www.statesboroga.gov
(912)764-5468
(912)764-4691(Fax)

Occupational Tax Application

YOU CANNOT OPEN FOR BUSINESS WITHOUT AN OCCUPATIONAL TAX CERTIFICATE.
I understand all applicants will be required to provide a photo ID.

Date of Application: 2/6/2014
Business Trade Name: KARLA SWARTZ, LMT
Business Location: 813 GENTILLY ROAD, STATESBORO, GA 30458
Business Mailing Address: 3934 HILL ROAD, METER, GA 30439
Business Owner(s): KARLA SWARTZ
Business Telephone: 863 899 5875
Email: SUNNYD18@JUNO.COM

Property Owner: MARY FOREMAN
Georgia Sales Tax # NA Federal Tax ID# 22-3941672
State Board Certificate # _____ Expiration Date: _____

Dominant Line of Business: MEDICAL MASSAGE THERAPY

Do you operate an amusement game room? Yes ___ No If so, how many Class B Machines? _____

Most recent business at this location? Wise Choice Realty

Is this an ownership change only? NO Are alcohol sales proposed? NO

Have you ever owned or operated a similar type business? Yes No _____

If yes, please list the name of the business and the city and state the business was located:

KARLA SWARTZ, LMT, INC. 1543 LAKELAND HILLS BLVD.
LAKELAND, FL 33905

Is your business a home occupation? Yes _____ No

Response Body

Registration ID:	GA143AA28414160
Applicant Name:	SWARTZ KARLA

Applicant email:	
LS TCN:	9134Z33843
Response Type:	STATE RESPONSE
Response Time:	2014-03-10 17:33:49
FBI Number:	
GBI TCN:	40693023089992
SAN:	
RCode:	
RLiteral:	
IDent:	NO GEORGIA CRIMINAL HISTORY IS
Name:	KARLA, SWARTZ K
OCA:	
SID:	NoRecord
ORI:	GA923004Z
Reason:	GA Check Only
Agency Name:	CITY OF STATESBORO
Agency Address:	50 East Main Street, Statesboro, GA, 30458
Agency Phone:	(912)764-0625
Response Body:	TYPE:mid LSTCN:9139207917 GBITCN:40693023089992 DATE/TIME:2014-03-10 20:46:08 NAME:KARLA, SWARTZ K SID:NoRecord OTN: OCA: IDENT:NO GEORGIA CRIMINAL HISTORY IS AVAILABLE FOR THIS REQUEST
Printed:	No

Close

Print

CITY OF STATESBORO
P.O BOX 348
STATESBORO, GEORGIA 30459
Telephone (912) 764-5468 Fax (912) 764-4691

APPLICATION FOR A SPECIAL EVENT PERMIT
30 DAY NOTICE IS REQUIRED BEFORE THE EVENT

DATE OF APPLICATION 3 April 2014

DATE OF EVENT 1 May 2014

TIME OF EVENT 7pm - 9:30 pm

LOCATION OF EVENT 1505 Bland Ave.

TYPE OF EVENT (DETAILED DESCRIPTION)
Wine and beertasting benefit

IF THIS IS A THEATRE PRODUCTION, PROVIDE A DESCRIPTION.
Ø

PRODUCTS TO BE SERVED: BEER WINE LIQUOR

** ALCOHOL MUST BE PURCHASED THROUGH A LICENSED WHOLESALE DISTRIBUTOR.
NAME OF WHOLESALE DISTRIBUTOR _____

ADDRESS AND PHONE NUMBER OF WHOLESALE DISTRIBUTOR _____

**THE APPLICANT IS NOT ALLOWED TO HAVE A CASH BAR AT THE EVENT.

WILL THERE BE FOOD SERVED? IF SO WHO WILL BE CATERING?
Bevrick's Char House Grill

WILL THERE BE MUSIC AND DANCING? IF SO DESCRIBE

Live saxophone jazz

IF RAISING MONEY FOR A CHARITY, WHAT IS THE NAME OF THE ORGANIZATION Garden of the Coastal Plain

PROVIDE A NAME AND PHONE NUMBER OF THE CHARITY ORGANIZATION CONTACT

Carolyn Altman 871-1149

IF THE EVENT IS FOR A CHARITY, PROVIDE A COPY OF THE APPROVED RECOGNITION OF EXEMPTION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE. GSU

ARE FLYERS BEING DISTRIBUTED? IF YES ATTACH TO APPLICATION,

YES NO

NAME OF APPLICANT Carolyn Altman

APPLICANT'S ADDRESS PO Box 8039 Statesboro GA 30460

APPLICANT'S PHONE NUMBER 912-871-1149

APPLICANT IS REQUIRED TO ATTEND THE COUNCIL MEETING.

I HAVE READ AND AGREE TO THE REQUIREMENTS OF THIS PERMIT.

Carolyn Altman
SIGNATURE OF APPLICANT

OFFICE USE:

DATE OF COUNCIL MEETING

DATE APPROVED BY MAYOR AND CITY COUNCIL



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR

Post Office Box 737
Atlanta 1, Georgia

IN REPLY REFER TO

434521H:PH
ATL:EO:1963:7

FEB 8 - 1963

Georgia Southern College Foundation, Inc.
Georgia Southern College Branch
Statesboro, Georgia

PURPOSE
Educational
FORM 990A REQUIRED
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ACCOUNTING PERIOD END- ING
December 31

Gentlemen:

Based upon the evidence submitted, it is held that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code, as it is shown that you are organized and operated exclusively for the purpose shown above. Any questions concerning taxes levied under other subtitles of the Code should be submitted to us.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code and are required to file Form 990-T for the purpose of reporting unrelated business taxable income. Any changes in your character, purposes or method of operation should be reported immediately to this office for consideration of their effect upon your exempt status. You should also report any change in your name or address. Your liability for filing the annual information return, Form 990A, is set forth above. That return, if required, must be filed after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such Act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office.

This is a determination letter.

Very truly yours,

A. G. Ross
A. G. ROSS
District Director

Market: Georgia
Cell Site Number: 410-295
Cell Site Name: Stadium
Fixed Asset Number: 10031174

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between **MAYOR AND CITY COUNCIL OF STATESBORO**, a Georgia Municipality, having a mailing address of PO Box 348, Statesboro, GA 30459, (hereinafter referred to as “**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated June 24, 2002 as amended by that certain First Amendment to Lease Agreement dated November 1, 2005, as amended by that certain Second Amendment to Lease Agreement dated October 31, 2012, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located in Statesboro, Bulloch County, Georgia described as the Paulson Stadium Water Tank (hereafter referred to as “**Premises**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to reflect that Lessee shall be authorized to place certain additional equipment on the Licensed Area as listed below and set forth in **Exhibit 1-A**, attached hereto and incorporate by this reference; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **RENT.** Lessor and Lessee desire to amend the Agreement to increase the monthly rent amount due from the Lessee payable to the Lessor by three hundred dollars (\$300.00) and 00/100. Additional rental amount shall increase per Agreement terms. Rent is due to the Lessor upon the earlier of date Tenant commences installation of new equipment or June 5, 2014.

2. **Equipment.** Lessor and Lessee agree that Lessee’s current permitted equipment configuration under this Agreement is hereby amended to provide for additional equipment to be installed, as provided for under this Agreement, as referenced on the attached Exhibit 1-A, incorporated and made a part hereof. Exhibit 1-A references both the equipment currently on the Premises and the additional equipment authorized on the premises, equals’ current equipment plus proposed equipment.

3. **Notices.** Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 410-285, Cell Site Name: Stadium
Fixed Asset #: 10031174; State Where Site is Located: Georgia
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30004

With a copy of Legal:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department - Network
Re: Cell Site #: 410-285, Cell Site Name: Stadium
Fixed Asset #: 10031174; State Where Site is Located: Georgia
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor:
MAYOR AND CITY COUNCIL OF STATESBORO
RE: 410-285; Site Name: Stadium
PO Box 348, Statesboro, GA 30459

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

Name: _____
Unofficial Witness

“LESSOR”
Mayor and City Council of Statesboro, a
Georgia Municipality
By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Unofficial Witness

“LESSEE”
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager
By: _____
Name: _____
Title: _____
Date: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the ____ day of _____, 200__ before me personally appeared _____, and acknowledged under oath that he is the _____ of _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LESSOR ACKNOWLEDGEMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1-A

LIST OF EQUIPMENT

To the Lease Agreement dated June 24, 2002, as amended by that certain First Amendment to Lease Agreement dated November 1, 2005, as amended by that certain Second Amendment to the Lease Agreement dated October 31, 2012, by and between MAYOR AND CITY COUNCIL OF STATESBORO, as Lessor, and New Cingular Wireless PCS, LLC, as Lessee

The equipment is described and depicted as follows:

Equipment

Nine (9) Kathrein 80010865 Antennas
Three (3) Cellwave AXE19651552T Antennas
Three (3) Ericsson RRUS11 Remote Radio Units
Three (3) Ericsson RRUS12 Remote Radio Units
Three (3) Ericsson RRUSA2 Remote Radio Units
Three (3) Ericsson RRUS32 Remote Radio Units
Three (3) DC6 Surge Suppression
Three (3) DC2 Surge Suppression
Four (4) DC power Cables
Two (2) Fiber Cables
Twelve (12) lines of coax
Six (6) RET Cables 3/8"
Six (6) Andrew E15Z01P13 Tower Mounted Amplifiers
Six (6) Andrew E15Z01P06 Tower Mounted Amplifiers
14'x18' Equipment Pad
6'x10 Generator Pad

Market: Georgia
Cell Site Number: 410-071
Cell Site Name: Saw Mill
Fixed Asset Number: 10017127

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between **MAYOR AND CITY COUNCIL OF STATESBORO**, a Georgia Municipality, having a mailing address of PO Box 348, Statesboro, GA 30459, (hereinafter referred to as “**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated July 22, 2002 as amended by that certain First Amendment to Lease Agreement dated November 1, 2005, as amended by that certain Second Amendment to Lease Agreement dated October 31, 2012, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located in Statesboro, Bulloch County, Georgia described as the Howard Lumber Company Water Tank (hereafter referred to as “**Premises**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to reflect that Lessee shall be authorized to place certain additional equipment on the Licensed Area as listed below and set forth in **Exhibit 1-A**, attached hereto and incorporate by this reference; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **RENT.** Lessor and Lessee desire to amend the Agreement to increase the monthly rent amount due from the Lessee payable to the Lessor by three hundred dollars (\$300.00) and 00/100. Additional rental amount shall increase per Agreement terms. Rent is due to the Lessor upon the earlier of date Tenant commences installation of new equipment or June 5, 2014.

2. **Equipment.** Lessor and Lessee agree that Lessee’s current permitted equipment configuration under this Agreement is hereby amended to provide for additional equipment to be installed, as provided for under this Agreement, as referenced on the attached Exhibit 1-A, incorporated and made a part hereof. Exhibit 1-A references both the equipment currently on the Premises and the additional equipment authorized on the premises, equals’ current equipment plus proposed equipment.

3. **Notices.** Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 410-071, Cell Site Name: Saw Mill
Fixed Asset #: 10017127; State Where Site is Located: Georgia
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30004

With a copy of Legal:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department - Network
Re: Cell Site #: 410-071, Cell Site Name: Saw Mill
Fixed Asset #: 10017127; State Where Site is Located: Georgia
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor:
MAYOR AND CITY COUNCIL OF STATESBORO
RE: 410-071; Site Name: Saw Mill
PO Box 348, Statesboro, GA 30459

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

Name: _____
Unofficial Witness

“LESSOR”
Mayor and City Council of Statesboro, a
Georgia Municipality
By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Unofficial Witness

“LESSEE”
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager
By: _____
Name: _____
Title: _____
Date: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the ____ day of _____, 200__ before me personally appeared _____, and acknowledged under oath that he is the _____ of _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LESSOR ACKNOWLEDGEMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1-A

LIST OF EQUIPMENT

To the Lease Agreement dated July 22, 2002, as amended by that certain First Amendment to Lease Agreement dated November 1, 2005, as amended by that certain Second Amendment to the Lease Agreement dated October 31, 2012, by and between MAYOR AND CITY COUNCIL OF STATESBORO, as Lessor, and New Cingular Wireless PCS, LLC, as Lessee

The equipment is described and depicted as follows:

Equipment

Nine (9) Kathrein 80010865 Antennas
Three (3) Kathrein 742264 Antennas
Three (3) Ericsson RRUS11 Remote Radio Units
Three (3) Ericsson RRUS12 Remote Radio Units
Three (3) Ericsson RRUSA2 Remote Radio Units
Three (3) Ericsson RRUS32 Remote Radio Units
Three (3) DC6 Surge Suppression
Three (3) DC2 Surge Suppression
Four (4) DC power Cables
Two (2) Fiber Cables
Twelve (12) lines of coax
Six (6) RET Cables 3/8"
Six (6) Andrew E15Z01P13 Tower Mounted Amplifiers
Six (6) Andrew E15Z01P06 Tower Mounted Amplifiers
14'x18' Equipment Pad
6'x10 Generator Pad

Memo



TO: Frank Parker, City Manager
FROM: Darren Prather, Purchasing Director
DATE: 4-8-2014

Re: Summary—Rec. Natural Gas Eng. Services/ US 301 & I-16 Ind. Park

The City of Statesboro solicited a sealed request for qualifications for engineering services to provide design specifications, construction plan & drawings and permitting services for the construction of a high pressure natural gas pipeline to serve a new industrial park located at the intersection of US 301 and I-16. This RFQ opportunity was advertised per our ordinance and natural gas specialized firms were contacted as to this opportunity. Firms were evaluated by a five (5) member committee based on similar projects completed, staff's experience, the firms background with natural gas distribution, experience with modeling of a main extension and experience with GDOT permitting. The following firms submitted sealed RFQs:

1. AMEC
2. Keck and Wood
3. SAPP Engineering

All three firms have vast experience in the natural gas field and submitted quality responses. The consensus reached by the evaluation committee was to recommend SAPP Engineering based on their excellent track record with similar projects and field experience that would be brought to this project. If awarded, a contract cost will be negotiated and brought to Council for approval.

TASK ORDER NO. 2

To the PROFESSIONAL SERVICES AGREEMENT For Ecological Planning Group

This Task Order, made and entered into by and between the Mayor and City Council of Statesboro, GA hereinafter called the "CITY" and Ecological Planning Group, LLC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the PROFESSIONAL SERVICES AGREEMENT (the "AGREEMENT") entered into by the parties hereto on _____.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY in providing services for a Stormwater Management Program (SWMP) Assessment & Funding Analysis.

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated March 21, 2014, is specifically described herein.

The Project Team will work with City Staff to develop the SWMP Assessment & Funding Analysis. In general, the Assessment and Funding Analysis will include the following elements and activities in Tasks 1 – 7.

- Drainage System GIS Inventory & Condition Assessment Pilot Study
- Capital Drainage Improvement Program, Project Identification & Prioritization Matrix
- Existing SWMP Level of Service (LOS) and Cost of Service (COS) analysis
- Development of an Extent of Service (EOS) policy
- SWMP needs assessment
- Future SWMP LOS and COS analysis
- Impervious Surface GIS Delineation
- Future SWMP Funding Analysis
- Preliminary storm water user fee revenue estimate

Task 8: SW Utility Customer Education & Outreach Campaign

The Project Team will assist the City in a public relations campaign to inform the City's future customers of the upcoming changes to the SWMP and the stormwater user fee charge. This effort will be based on the final approved Public Education & Outreach Plan, but will likely include the following educational methods:

- Large/Key Customer Education (Georgia Southern, Bulloch County, BOE, Hospital)
 - (5-6 meetings)
- Brochures, Bill Stuffers, Educational Pieces
 - City will pay reproduction and mailing cost.

- Top 10% Customer Notification Letters
 - City will pay reproduction and mailing cost.
- Public Meetings
 - (3-4 meetings)
- General Customer Notification Post Card/Billing Insert
 - City will pay reproduction and mailing cost.

Budget: \$19,780 (Hourly, Not-To-Exceed)

Task 9: Master Account File (MAF) Development

The Project Team will utilize the Impervious Surface Database, and the City's current utility billing database to develop the SW Utility MAF, which generally includes: (1) parcel identification number and/or unique utility account ID (2) land use data, (3) impervious surface area, (4) parcel categorization information, (5) parcel utility account data, (6) utility account location and customer information, and (6) parcel owner/address information.

It is our understanding that the City would utilize the existing public utility billing system to deliver the bill to the future SW Utility customer base. The Project Team understands that the City prefers to utilize the City's public utility billing system because the City bills for other user fee type services including water, sewer and sanitation. As such, we assume that the City will provide us an electronic copy of the existing customer billing database for our use in developing the future SW Utility user fee charge MAF database..

The Project Team will take the data compiled in previous tasks (and in this task) and develop the MAF. Once the final MAF is developed and QA/QC'd, it will be uploaded to the City's existing system billing system. The Project Team will implement the following activities under Task 9:

- Compute & Assign User Fee Charges to Parcels/Customers
- Match Parcels & Impervious Area Data to existing Public Utility Billing Accounts
- Perform Data Quality Assurance/Quality Control
- Upload MAF to Existing City Public Utility Billing System

This task provides for gathering the working materials, data, information on support systems, and other resources that will be used in preparation of the SW Utility user fee charge MAF. The Project Team will take the data compiled previously and begin the process of developing the MAF. This effort will consist of the following subtasks:

Compute & Assign SFR Fees: The Project Team will compute and assign a user fee charge (assumes a flat rate) to each developed residential property within the City. Future maintenance of the data after the initial billing will be a City responsibility unless negotiated as part of an additional service to this Contract.

Compute & Assign NSFR Fees: The Project Team will compute the total impervious area for each NSFR parcel as it is anticipated that a custom bill will be sent to each NSFR customer. A database will be developed which will contain each NSFR parcel identification number, and the computed total impervious area on each of these NSFR parcels. A specific number of billing

units or Equivalent Residential Units (ERUs) will be computed for each NSFR parcel and a stormwater user fee charge will be computed for and assigned to each account. This task provides for the Project Team to assemble and/or generate the actual data to be used in calculating stormwater user fee charges for individual customer accounts. Future maintenance of the data after the initial billing event will be a City staff responsibility unless negotiated as part of an additional service to this Task Order. The deliverable product will include rates, charges and basis for all SFR and NSFR properties within the designated City boundaries.

Special Account Data Development: The use of a parcel database billing system and the assumption that the occupant/tenant (via the public utility billing accounts) will be the future SW Utility customer may create a small number of special cases regarding the development of a SW Utility MAF. These situations typically occur where a non-residential parcel has multiple public utility billing accounts for a single parcel (i.e. a shopping center). In these cases where a single (or master meter) customer cannot be easily identified; we will work with the City staff to develop an equitable means of apportioning the common impervious surfaces to each customer for billing purposes. It is assumed that the number of “special accounts” will be limited to less than ten percent of the total number of NSFR accounts.

Match Parcels & Impervious Area Data to Utility Billing Records: In order to ensure that the customer accounts are billed accurately, we will develop a GIS point feature identifying the location of each customer account. The spatial location of the customer accounts will be established for improved properties (i.e. properties with impervious area). The location will be established utilizing a combination of the City’s aerial photography, site plan information, GIS parcel data and/or field verification efforts. We assume that the existing billing database includes the public utility account information as well as the parcel ID (i.e. PIN) for each parcel in the City to facilitate matching of the City’s existing billing database with the future parcel-specific impervious area database that we will create. Additionally, it is assumed that field verification efforts will be limited primarily to NSFR accounts.

The Project Team will create one SW Utility MAF database which contains parcel identification numbers (PIN) and stormwater user fees for each SFR and NSFR customer account in the City.

At this time, the Project Team anticipates that the following data fields will be included in the MAF:

- SW Utility Account Number
- Customer Name and Address
- Parcel Identification Number (PIN)
- Master SW Utility Class
- Effective SW Utility Class
- Customer Billing Codes
- Total Impervious Surface Area
- Number of Stormwater Units to be Billed
- Credit Amount
- Credit Start Date
- Credit End Date

- Billing Rate
- Monthly Bill Amount
- Special Notes

Budget: \$24,500 (Hourly, Not-To Exceed)

Task 10: Finalize Rate Model and Revenue Projection

The Project Team will utilize the updated customer billing information to update the financial model created as part of Phase 1. The updated rate model will provide a more accurate revenue projection for the future SW Utility, which will allow the City Council to make a decision regarding its creation, and will also allow City staff to make budget decisions in early 2015.

Budget: \$2,000 (Lump Sum)

Task 11: SW Utility Credit Policies and Credit Manual

The Project Team will work with City staff in the development of procedures to be used in granting user fee charge credits for eligible properties/customers. A credit system also can play an important role in enhancing the rate structure equity by reducing stormwater fees for a parcel/customer that undertakes onsite mitigation of runoff impacts. For example, on-site detention or other stormwater management controls that reduce the impact of stormwater runoff (discharge rate, volume, pollutant, velocity, etc.) should be granted some form of credit against the user fee charge in recognition of the cost of service reductions realized to the City's SWMP. Education credits are sometimes offered as well since government entities such as public schools can alleviate some of the cost and responsibility for water resources education. The Project Team will prepare a credit manual that describes the specific criteria to be used in the computation of user fee charge credits.

Budget: \$3,620 (Lump Sum)

Task 12: SW Utility Ordinance

The Project Team will develop a SW Utility Ordinance to codify key legal provisions. We will utilize our existing SW Utility Enterprise Fund Ordinance and Rate Ordinance templates as a starting point. We anticipate that the following sections will likely be incorporated into the SW Utility Ordinance(s):

- | | |
|------------------------------|--------------------------------------|
| • Purpose | • User Fee Charges and Billing Rates |
| • Findings | • Credits |
| • Definitions | • Exemptions |
| • SW Utility Enterprise Fund | • Enforcement & Inspections |
| • Scope of Responsibility | • Billing & Collections |
| • Customer Classes | • Adjustments & Appeals |

The Project Team will coordinate with the City Attorney on the development of the ordinance. We assume that the City Attorney will format the ordinance and incorporate it into the City Code. If requested, we will assist City staff in presenting the ordinance to the City Council for their approval.

Budget: \$3,160 (Lump Sum)

Task 13: Assist Existing City Staff and Billing Vendor for MAF Upload

Once the MAF has been established and the SW Utility Ordinance has been approved, the Project Team will work with the City staff to develop a streamlined approach that will allow for transfer of the MAF data to the City's public utility billing system database. The Project Team will work closely with the City's Utility Billing/Finance departments to ensure that the applicable data is transferred and uploaded correctly. The Project Team will also assist the City with a "test run" of bills to ensure that the data is uploaded correctly.

Should the City elect to purchase and install a new billing software package in conjunction with the establishment of the stormwater user fee system, this budget below may be subject to change based on the need for our assistance.

Budget: \$2,960 (Hourly, Not-To-Exceed)

Task 14: Customer Service Training Program & Manual

The Project Team will develop a customer service training program and manual for the City staff to utilize as a part of SW Utility implementation. Immediately prior to SW Utility implementation, we will also perform a one day training seminar for all City staff that will be a part of the SW Utility customer service process to educate them on the customer service procedures and manual. The customer service manual will outline responses to typical customer inquiries and questions regarding their SW Utility bill and the SWMP.

Following SW Utility implementation and delivery of the bills, the Project Team proposes to make the key Project Team staff members available on an hourly basis to assist the City staff with account questions and SWMP implementation issues.

Budget: \$5,200 (Lump Sum)

Task 15: SW Utility Implementation Report/Policies and Project Management

The Project Team will develop and deliver a SW Utility Implementation Report that will document and summarize the work completed for the project. It is anticipated that this report will include the following sections:

- Executive Summary
- SWMP Assessment & Funding Analysis

- SW Utility Policies
 - Rate Methodology
 - Customer Classes
 - Rate Structure & Modifiers
 - Credits & Exemptions
 - Organizational Structure
 - Bill Delivery Systems & Frequency
- Public Education Program
- SW Utility Ordinance
- SW Utility Credit Manual
- Customer Service Program
- Database Materials

The Project Team will also meet with the City staff/elected officials as necessary to implement the project. For the purposes of the budget, this task will include one Project Team meeting/workshop with the City Council, and three meetings with City staff. Our Project Manager, Courtney Reich, will be available to City staff for an unlimited amount of conference calls, as needed.

Budget: \$14,650 (Hourly, Not-to-Exceed)

TOF 2 Schedule: The Scope of this TOF will be implemented in accordance with the schedule below:

PHASE 2: STORMWATER UTILITY SET UP/ IMPLEMENTATION	
TASK 8: PUBLIC EDUCATION & INVOLVEMENT PROGRAM	
8.A Large/Key Customer General Public Education Program	Apr – Jul 2014
8.B Brochures, Bill Stuffers, Educational Pieces	Apr 2014 – Jun 2015
8.C Top 10% Customer Notification Letters	January 2015
8.D Public Meetings	Feb – Mar 2015
8.E General Customer Notification	May – Jun 2015
TASK 9: MASTER ACCOUNT FILE (MAF DEVELOPMENT)	Apr 2014 – Mar 2015
TASK 10: UPDATE RATE MODEL AND REVENUE ESTIMATE	Oct 2014
TASK 11: SW UTILITY CREDIT POLICIES AND CREDIT MANUAL	Sep – Oct 2014
TASK 12: SW UTILITY ORDINANCE	Sep – Oct 2014
<i>City Council Presentation #3: Consideration of the SW Utility Ordinance</i>	Nov 2014
CITY COUNCIL DECISION POINT #3: Adopt SW Utility Rate Ordinance	December 2014
FY 2016 BUDGET DISCUSSIONS	Jan 2015 – Apr 2015
TASK 13: CUSTOMER SERVICE TRAINING PROGRAM & MANUAL	Feb – Mar 2015

TASK 14: ASSIST CITY STAFF AND BILLING VENDOR FOR MAF UPLOAD	Apr - Jun 2015
TASK 15: SW UTILITY IMPLEMENTATION REPORT AND PROJECT MANAGEMENT	Apr - May 2015
<i>Mail First Customer Bills</i>	<i>Jul 2015</i>

TOF 2 Deliverables:

- Large/Key Customer Education (Georgia Southern, Bulloch County, BOE, Hospital)
 - (5-6 meetings)
- Brochures, Bill Stuffers, Educational Pieces
 - City will pay reproduction and mailing cost.
- Top 10% Customer Notification Letters
 - City will pay reproduction and mailing cost.
- Public Meetings
 - (3-4 meetings)
- General Customer Notification Post Card/Billing Insert
 - City will pay reproduction and mailing cost.
- Master Account File
- Updated Rate Model
- SW Utility Credit Manual
- SW Utility Ordinance
- Customer Service Training Manual
- Customer Service Training Session
- Three (3) Project Team coordination meetings
- Presentation to the City Council (Ordinance)

C. CONSULTANT’S COMPENSATION

As consideration for providing the services enumerated within Item B (above) of this Task Order, the CITY shall pay the CONSULTANT in accordance with the AGREEMENT. The specific method of compensation for this Task Order is \$75,870 as broken down below and as enumerated in the Exhibit B of the AGREEMENT.

- Task 8: \$19,780 (Hourly, Not-To-Exceed)
- Task 9: \$24,500 (Hourly, Not-To Exceed)
- Task 10: \$2,000 (Lump Sum)
- Task 11: \$3,620 (Lump Sum)
- Task 12: \$3,160 (Lump Sum)
- Task 13: \$2,960 (Hourly, Not-To-Exceed)
- Task 14: \$5,200 (Lump Sum)
- Task 15: \$14,650 (Hourly, Not-to-Exceed)

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the ____ day of _____, 201_.

City of Statesboro, GA

By: _____
Signature

Jan J. Moore, Mayor

Ecological Planning Group, LLC.

By: _____
Signature

Courtney Reich, President

FIBER OPTICS FRANCHISE AGREEMENT

THIS FIBER OPTIC FRANCHISE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2014 by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal corporation, whose address is 50 East Main Street, P.O. Box 384, Statesboro, Georgia, 30459 (hereinafter referred to as the “City”) and **CAMPUS COMMUNICATIONS GROUP, INC.** a foreign corporation registered to do business in the State of Georgia, whose address is P.O. Box 25, Champaign, Illinois, 61824 (hereinafter referred to as “Campus Communications”)

WHEREAS O.C.G.A. § 36-34-2 (7)(A) grants municipal corporations the power to grant franchises to or make contracts with public utilities for the use and occupancy of the City’s public rights of way, for the purpose of rendering utility services, upon such conditions and for such time as the governing authority of the municipal corporation may deem wise and subject to the Constitution and the general laws of this state;

WHEREAS Campus Communications desires to use certain parts of the City’s public rights of way to install, maintain and use conduits containing fiber optic cable, and vaults containing splice cases for the purpose of providing fiber optic services transmitting telecommunications within the City;

WHEREAS the City and Campus Communications have negotiated terms under which Campus Communications shall install construct and maintain the System under the terms and conditions of a Fiber Optic Franchise;

NOW THEREFORE, in the consideration of the mutual covenants herein contained and other good and valuable consideration receipt of which is acknowledged, it is agreed by the parties as follows:

Section 1. Grant of Non-Exclusive Franchise; Location. A non-exclusive franchise is hereby granted to Campus Communications, (hereinafter referred to as “Franchisee), subject to the City’s receipt of monetary compensation to install, maintain and use conduits containing fiber optic cable, and vaults containing splice cases for the purpose of transmitting telecommunications above, within and under certain rights-of-way more particularly identified in Exhibit A (hereinafter referred to as the “System”). The City and Franchisee acknowledge and agree that the System that the Franchisee is building is an ever-evolving project. The Franchisee

may, from time-to-time, modify the System upon City's approval of a written amendment to this Franchise agreement, including a revised Exhibit "A".

Section 2. Term of Agreement. Subject to the conditions herein stated, the above-described uses of the public way shall exist by authority herein granted for a period of five (5) years from and after the date of approval of the Agreement by the City.

Section 3. Location; Compliance with Plans and Ordinances. The specific location of said privileges granted by this Franchise agreement shall be as shown on Exhibit "A" and shall be constructed and installed in accordance with plans and specifications previously approved by the City Engineer (hereafter "Plans"), which by reference are made a part of the Agreement. Said System shall be installed, maintained and used in accordance with the ordinances of the City of Statesboro, and the directions from time to time given by the City Engineer. The rights granted to the Franchisee by the City are and shall be at all times subordinate to the City's use of the public ways. The Franchisee shall be subject to all ordinances of general applicability of the City and such other laws and regulations of governmental bodies with regulatory authority over the Franchisee or the right-of-way.

Section 4. Franchise Fee; Conditions.

(a) As consideration for this franchise, which provides for the rental and use by the Franchisee of certain rights of way within the boundaries of the City, which are valuable public properties acquired and maintained by the City at great expense to its taxpayers and citizens, and that the grant to Franchisee of the use of said rights of way is a valuable property right without which Franchisee would be required to invest substantial capital in right of way costs and acquisitions, as compensation for the rights and privileges conferred herein, the Franchisee shall pay to the City a sum of money an amount equal to FIVE PERCENT (5%) of the gross revenue, as defined herein, collected by the Franchisee.

(b) Commencing the month following this franchise becomes effective, the franchise fee shall be paid quarterly on the 20th day of April, July, October, and January; such fee shall be for the revenues received by the Franchisee for the preceding quarter. The Franchisee shall furnish to the City with each payment of compensation required by this section a written statement, showing the amount of gross revenue of the Franchisee generated by the System for the period covered by the payment.

(c) On or before the first (1st) day of February of each succeeding year, the Franchisee shall submit to the City a statement of the franchise fee actually due to the City based upon the actual gross revenue for the previous calendar year, together with a check for the amount due from the Franchisee or a statement of any amount due from the City.

(d) In the event that the franchise fee set forth in this Franchise Agreement is declared illegal, unconstitutional or void for any reason by any court or proper authority, the Franchisee shall be contractually bound to pay the City, at the same times and in the same manners as provided for herein, an aggregate amount equal to the amount which would have been paid as a franchise fee.

(e) Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

(f) As used in this section, gross revenue shall mean all revenues (exclusive of sales taxes, if any) collected by Franchisee from operation of Franchisee's System, and any related services associated with the System provided by the Franchisee within the corporate limits of the City, including, but not limited to:

- i. All revenues from the use of the System;
- ii. All revenues from installation service charges;
- iii. All revenues from connection and disconnection fees;
- iv. All revenues from penalties or charges to customers from checks returned from banks, net of bank costs paid, and penalties, interest or charges for late payment;
- v. All revenues from equipment sold or rented to customers;
- vi. All revenues from authorized rental of conduit space located within the corporate limits of the City;
- vii. All revenues from authorized rentals of any portion of Franchisee's System within the corporate limits of the City, including plant, facilities, or capacity leased to others.
- v. All revenue from recovering bad debt previously written off and revenues from the sale or assignment of bad debts. Unrecovered bad debts charged off after diligent unsuccessful efforts to collect are excludable from gross revenue; and

vi. All other revenues collected by Franchisee from operation of the System

(g) Payment of money under this section shall in no way limit or inhibit any of the privileges or rights of the City, whether under this franchise or otherwise. Except as provided elsewhere in the franchise, all payments made by the franchisee to the City pursuant to this franchise shall be made to the City Clerk. Franchisee shall file annually with the City Clerk, no later than one hundred twenty days (120) days after the end of Franchisee's fiscal year, an audited statement of revenues for the year attributable to the operations of the Franchisee's System as provided in Section 5(b) of this Franchise Agreement.

(h) Any transactions which have the effect of circumventing payment of required franchise fees and/or evasion of payment of franchise fees by non-collection or non-reporting of gross receipts, bartering, or any other means which evade actual collection of revenues by Franchisee are prohibited and may constitute a default of this agreement.

(i) If as a result of an audit or any other review, the City determines that the Franchisee has underpaid its fees by ten percent (10%) or more for any twelve (12) month period, then in addition to making full payment of the relevant obligation, the Franchisee shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The City may collect the costs associated with such audit or review either through the drawdown of the security required in Section 12 of this Franchise Agreement, or through other means as allowed by law.

(j) If as a result of an audit or other review, the City determines that the Franchisee has underpaid its fees for any twelve (12) month period, the Franchisee shall pay interest on such underpayment at the rate of ten percent (10%) or prime plus two percent (2%), whichever is greater. The underpayment and interest thereon may be collected by the City through the drawdown of the security required in Section 12 of this Franchise Agreement, or through other means allowed by law.

Section 5. Accounts and Other Records and Reports and Investigations

(a) Franchisee shall keep complete and accurate books of account and records of its business and operation of the System pursuant to this franchise agreement in accordance with generally accepted accounting principles.

(b) Franchisee shall file annually with the City Clerk no later than one hundred twenty (120) days after the end of the Franchisee's fiscal year, audited financial statements covering the operations of the System. These statements shall include a fiscal year-end balance sheet, an income statement covering the results of operations for the fiscal year, a statement of retained earnings, and a statement of cash flows. These statements shall be audited by an independent certified public accountant, whose report shall accompany such statements, and there shall be submitted along with them such other reasonable information as the City shall reasonably request with respect to the Franchisee's properties and expenses related to operation of the System.

(c) Franchisee shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, maps, plans, and other records pertaining to this franchise.

Section 6. Nature of Franchise Fee Payments

The City and Franchisee agree that the compensation paid and other payments to be made pursuant to this franchise are not a tax and are not in the nature of a tax, but are in addition to any and all taxes of general applicability or other fees or charges which the Franchisee shall be required to pay to the City or to any other governmental authority; and the Franchisee shall not have or make any claim for any deduction or other credit or all or any part of the amount of compensation or other payments made pursuant to this franchise or from or against any taxes of general applicability or fees or damages which the Franchisee is required to pay.

Section 7. Non-Assignment.

(a) The rights granted by this franchise or any interest therein shall not be assigned or transferred to any other entity without the express written consent of the Mayor and City Council. A written copy of any such proposed assignment must be filed with the City. Any required consent is to be evidenced by an ordinance or resolution of the Council that fully recites the terms and conditions, if any, upon which consent is given. No sale or transfer of this agreement, as allowed hereunder, shall be effective unless and until the assignee has filed in the office of the City Clerk an instrument, duly executed, reciting the fact of such sale or assignment, accepting the terms of this Agreement and agreeing to perform all the conditions thereof, and the City has approved said assignment, which approval shall not be unreasonably withheld. The City shall take action on such request for approval of transfer within sixty (60) days of filing of

all information required by this section. This section shall not apply in connection with execution of secured financing agreements made by the Franchisee. In making a determination of whether to allow and assignment, the City may consider the following factors:

- i. Experience of the proposed assignee or transferee (including conducting an investigation of proposed transferee's or assignee's service record in other communities);
- ii. Qualifications of the proposed assignee or transferee;
- iii. Legal integrity of the proposed assignee or transferee;
- iv. Financial ability and stability of the proposed assignee or transferee;
- v. If requested by the City, submittals from the proposed assignee or transferee, regarding changes, if any, it intends to make in the operation and maintenance of the System;
- vi. The corporate connection, if any, between the franchisee, and proposed assignee or transferee and/or between the franchisee and any holder of a like franchise within the City;
- v. Any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of the System;
- vii. Effect of the proposed action on competition.

(b) A copy of the completed sales and transfer agreement, or a functionally equivalent instrument between the Franchisee and the proposed Franchisee, shall be provided on to the City Attorney or his review, so that the City may discover the assumption of obligations by the Franchisee and proposed Franchisee with respect to the System.

(c) After receipt of the petition for proposed transfer or assignment, the City Council may, as it deems necessary or appropriate, schedule a public hearing on the petition. Further, the City Council may review Franchisee's performance under the terms and conditions of this franchise. The Franchisee shall provide all requested assistance to the City Council in connection with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all persons involved in said action.

(d) Should the Franchisee sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this franchise or attempt to do so in violation of this requirement to

obtain prior consent from the City, the City may revoke this franchise for default and the purported sale, transfer, assignment or conveyance of the franchise shall be null and void.

(e) Franchisee will not lease any part of its System pursuant to this franchise to any other unrelated company, which does not have a franchise agreement with the City. Franchisee shall send notification to the City of any company which has requested Franchisee to provide such services and for which it is to enter a lease agreement in order for the City to contact said company to determine whether said company needs to enter a franchise with the City. If Franchisee does lease any part of its System to any unrelated company without the lessee obtaining a franchise as required by the City, the City may revoke this franchise for default.

(f) Acceptance of payment from an entity or person other than the Franchisee shall not constitute a waiver of this non-assignment provision.

Section 8. Installation and Maintenance; Obligation to Mark.

(a) The System hereafter installed, maintained and used shall be so placed and all work in connection with such installation, maintenance, and use shall be so performed as not to interfere with ordinary travel on the right-of-way of the City unless specifically authorized by the City Engineer, or with any water, gas or sewer pipes or other utility conduits or cable television conduits or wires then in place, or hereafter placed. Franchisee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation, except as provided in the Plans. All sidewalks, parkways or pavements, including driveway alley approaches, disturbed by said Franchisee shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed unless otherwise specified by the City Engineer. In the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement solely because of such disturbance or damage by the Franchisee, then the Franchisee shall promptly, but in no event longer than fourteen (14) days after receipt of notice from the City or the property owner, and at the Franchisee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged.

(b) Should adverse weather conditions cause a delay in completing the work, the Franchisee shall promptly notify the City or the property owner immediately upon onset of the delay. Thereafter, the City Engineer may, in the Engineer's sole discretion, extend such time for

work completion to a date certain. The date extension shall take into account the weather conditions and other factors affecting the work. The Franchisee shall complete the work on or before the date certain. Any such restoration of the City's right-of-way by the Franchisee shall be made in accordance with such materials and specifications as may, from time to time, be then provided for by ordinance or regulations of the City and to the satisfaction of the City Engineer. The Franchisee shall notify the City when the work is completed. If the Franchisee fails to restore the property in accordance with the above, then the City may, if it so desires, contract with a third party for such restoration or utilize its own work forces, to restore such property. The Franchisee shall pay the reasonable cost incurred by the City for such restoration within twenty-one (21) days after the receipt of a written bill for such cost.

(c) The City shall have no obligation to mark the location of Franchisee's facilities.

Section 9. Repeal. Relocation. Removal.

(a) Repeal. The permission and authority herein granted may be revoked by the City if the Franchisee fails or neglects to comply with the material conditions of this Franchise Agreement, but only after being given a reasonable amount of time to cure any defaults.

(b) Relocation of System. Upon the determination by the City Council for good cause shown that it is necessary to relocate said System or any part thereof, the Franchisee shall relocate the System and shall bear the sole expense of relocation.

(c) Removal upon Termination. Upon termination of the privileges herein granted, by lapse of time or otherwise, the Franchisee without cost or expense to the City, shall remove the System herein authorized and restore the public way to as good a condition as existed prior to such installation and to the reasonable satisfaction of the City Engineer. In the event of the failure, neglect or refusal of said Franchisee to remove the System, the City may, if it so desires, exercise the right to perform said work and charge the cost thereof to said Franchisee or contract with another to perform said work and bill the Franchisee for the cost of said contract. The cost incurred by the City in such System removal shall be promptly paid by the Franchisee within twenty-one (21) days after receipt of a written bill for costs, or the City may proceed against the surety bond of the Franchisee or pursue any other remedies provided by law.

Section 10. Insurance. On or before the effective date of this Agreement, Franchisee shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the term of the franchise, at the expense of the Franchisee, a

comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Georgia with a rates of at least a B+, protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, maintenance and use of the System by the Franchisee in the following minimum amounts:

- (1) Five Million Dollars (\$5,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence;
- (2) Five Million Dollars (\$5,000,000.00) aggregate.

Section 11. Permits: The permission and authority herein granted shall not be exercised and no work to the System shall be done until any City permit that is required by the nature of the work to be performed by the Franchisee shall have been issued by the City official authorized to issue such permit(s). Such permit(s) shall be subject to revocation for violation of any part of this Agreement or violation of any of the ordinances or regulations of the City. The Franchisee shall pay such lawful fees as may, from time to time, be established by any ordinance of general application of the City for any and all permits as may be required, provided, however, that if the Franchisee fails or neglects to obtain any such required permits, the Franchisee shall pay to the City double such permit fees unless the City unreasonably refuses to issue such permit or permits.

Section 12. Performance Security.

(a) Within sixty (60) days of execution of this Agreement, the Franchisee shall provide to the City a performance bond and a letter of credit in a form acceptable to the City's Attorney. The performance bond shall guarantee the faithful performance of all terms of this Agreement. The performance bond shall be secured by an irrevocable letter of credit in the amount of Twenty Thousand Dollars (\$20,000.00). The letter of credit shall be maintained at the Twenty Thousand dollar (\$20,000.00) level throughout the term of this agreement. The letter of credit shall be available to the City to satisfy all claims, liens and/or fees due the City from the Franchisee which arise by reason of work by the Franchisee, to satisfy any actual damages arising out of a breach of this Agreement, and to satisfy any assessments or payments due under this Agreement.

(b) If the letter of credit is drawn upon by the City in accordance with the procedures in this agreement, the Franchisee shall cause the letter of credit to be reissued in the full amount

required no later than the later of thirty (30) days after the last withdrawal or the January 1st following each withdrawal by the City. Unless otherwise agreed to by the parties, failure to reissue the letter of credit shall be deemed a material breach of this Agreement, unless the Franchisee has initiated legal action, in which the Franchisee alleges and the court or agency finds that the City's withdrawal of money from the letter of credit was improper.

Section 13. Indemnification.

(a) Except for gross negligence or wanton conduct by the City, the Franchisee shall hold and save the City, its officers, agents and employees (collectively referred to within this Section as "City"), harmless from any and all liability and expense, including but not limited to judgments, costs and damages, and attorney's fees arising out of the existence, installation, removal, relocation, alteration, repair, maintenance, restoration and any other aspect of the System herein referred to; and also hold the City harmless from any and all damages to the System on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, water main, conduit, pipe, pole and all aspects of any other utility or public facility.

(c) Except for gross negligence or willful or wanton conduct by the City, the Franchisee shall indemnify and hold the City harmless from any and all damages and claims arising out of damage to the System caused in whole or in part by the City, its officers, employees and agents or by any other person(s), whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner.

(d) Franchisee waives all claims, except for gross negligence or willful or wanton conduct by the City, its officers, employees and agents, against the City, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the System structures done, in whole or in part, by the City or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner. As part of this provision, the Franchisee shall, at its own expense, defend all suits and does agree to indemnify and save harmless, except for gross negligence or willful or wanton conduct by the City, its officers, employees and agents, the City from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to the Franchisee or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the installed System

constructed under or by virtue of this Agreement, and shall save and keep harmless the City from any and all damages, judgments, costs and expenses of every kind, that may arise by reason therefore.

(e) Notice in writing shall be promptly given to the Franchisee of any claim or suit against the City which, by the terms hereof, the Franchisee shall be obligated to defend, or against which the Franchisee has hereby agreed to save and keep harmless the City. The City shall furnish to the Franchisee all information in its possession relating to said claim or suit, and cooperate with said Franchisee in the defense of any said claim or suit. The Franchisee agrees to provide notice in writing to the City Attorney of the City of any claim or suit against the Franchisee and/or its officers or employees which may directly affect the System or directly or indirectly affect this Agreement or the property referred to herein, whether or not the City has been made a defendant or respondent to the legal action. The City may, if it so desires, assist in defending any such claim or suit. The Franchisee further agrees that it will pay the costs incurred by the City for the necessary defense of any suit against the City resulting from this Agreement other than disputes between the City and Franchisee arising from this Agreement or where indemnification would not be required under the terms of this Agreement. The Franchisee will not rely upon governmental immunity afforded to the City. The indemnification and waiver provided in this Section shall be enforceable solely by the City and shall not operate as an indemnification or waiver as to any third party.

Section 14. E-Verify Compliance. Franchisee agrees to furnish to the City documentation showing compliance with the federal E-Verify program, including but not limited the Franchisee's E-Verify registration number.

Section 15. Renewal.

(a) The parties shall have the option to renew this franchise on such terms and conditions as shall be mutually agreeable, provided that Franchisee shall have performed according to the terms of this Franchise Agreement. Franchisee shall make a written request for renewal of this Agreement not less than 6 months prior to the expiration of this Franchise Agreement. New terms and conditions may be required by the City for renewal if the technology and/or rights of ways laws change after the date of this Franchise Agreement that cause substantial effects on service types, availability, character of service, system technology or the regulatory environment. New terms, provisions, or conditions may also be required by the City

upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this franchise, which may arise from any unforeseen circumstances or interpretations of this franchise, and/or which may be based on the history of performance of the Franchisee. This franchise does not grant to Franchisee any guaranteed right of renewal, and there shall be no such right, the foregoing notwithstanding; the parties agree to negotiate new terms and conditions in good faith.

(b) Any request for authority for the continued maintenance and use of the public ways as herein described after this Agreement expires or is otherwise terminated in any manner must be specifically obtained from the City Council.

(c) In the event the Franchisee continues to operate all or any part of the System after the terms of this Franchise Agreement expire or are terminated, and before any renewal of the franchise by the City, then the Franchisee shall continue to comply with all applicable provisions of this franchise, including, without limitation, all compensation and other payment provisions of this franchise, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of this franchise.

Section 16. Termination. This Agreement may be terminated by the City, if after at least twenty-one (21) days written notice to the Franchisee, the Franchisee fails to remedy an alleged breach of the Agreement specified in such notice. If the alleged breach is incapable of being remedied within said twenty-one (21) days, this Agreement may be terminated unless the Franchisee has taken substantial steps to remedy the alleged breach within said twenty-one (21) days and notified the City of such steps.

Section 17. Agreement to Reopen Negotiations. The City and the Franchisee agree that the services provided pursuant to this franchise are in an area of law undergoing significant review by state and federal authorities and that there is a real possibility that some of the terms of this franchise maybe preempted by state or federal law during the term of this franchise. In the event, the terms of this Franchise Agreement must be renegotiated in order to comply with newly enacted federal or state law, such negotiation shall occur within a reasonable time after any request for renegotiation is issued by either the City or the Franchisee, or at any such time as it becomes apparent that a portion of this franchise has been preempted by state or federal law. If the parties are unable to renegotiate the terms of the agreement, then parties shall submit proceed

to Dispute Resolution as provided in Section 21 of this agreement prior to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

Section 18. Effective Date. This Agreement shall be in full force and effect upon execution by the parties hereto.

Section 19. Information for Maps and GIS. The City and the Franchisee agree to cooperate with each other in reasonably providing and making available, without cost to the other, such data and information with respect to the location of facilities of the Franchisee and the location of the public improvements of the City in the public ways as may be reasonably be required by the other. The Franchisee shall contribute information concerning all of its facilities in the City to the City of Statesboro GIS Department at no cost in the standard format required by that Department.

Section 20. Interpretation. The Parties have each read and fully understand the terms of this Agreement, and they have had the opportunity to have this Agreement reviewed by legal counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the party drafting same shall not apply.

Section 21. Dispute Resolution.

(a) If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

(b) Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs

and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(c) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

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

Section 22. Burden of Proof. In any disagreement upon the terms and conditions of this franchise, the Franchisee shall bear the burden of demonstrating its compliance with each term and condition of this franchise for all purposes.

Section 23. Georgia Law Governs. In any controversy or dispute under this franchise, the laws and jurisdiction of the State of Georgia shall apply to the extent such law has not been superseded or preempted.

Section 24. Forum Selection Clause. In any dispute arising under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state courts located in Ogeechee State Judicial Circuit within the State of Georgia, and and/or the United States District Courts located in the Southern District of Georgia.

Section 25. Notice. Any notice required or permitted under this franchise shall be deemed given if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City: Mayor of the City of Statesboro
50 East Main Street
P.O. Box 348
Statesboro, GA 30458

To the Franchisee: CEO of Campus Communications Group, Inc.
P.O. Box 25
Champaign, IL 61824

Section 26. Entire Agreement. This franchise, with its exhibits, comprises the entire agreement between the City and the Franchisee for purposes of this franchise.

Section 27. No Coercion. The Franchisee enters into this franchise willingly and without coercion, undue influence or duress. The Franchisee has reviewed each and every obligation, term and condition of this franchise and hereby certifies that none of the obligations, terms or conditions imposed upon it by this franchise are commercially impracticable.

Section 28. Severability. Should any part, term, or provision of this franchise be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this franchise.

MAYOR AND CITY COUNCIL OF STATESBORO
A municipal corporation

ATTEST

Jan J. Moore, in her capacity as Mayor
of the City of Statesboro

Sue Starling, in her capacity as
City Clerk of the City of Statesboro

APPROVED AS TO FORM FOR CITY:

J. Alvin Leaphart, IV, in his capacity as City Attorney
of the City of Statesboro

CAMPUS COMMUNICATIONS GROUP, INC.

Mark A. Scifres, in his capacity as the CEO
and Secretary of Campus Communications Group, Inc.

APPROVED AS TO FORM FOR CAMPUS COMMUNICATIONS GROUP, INC:

JANE DOE, in her capacity as the Attorney
for Campus Communications Group, Inc.

DRAFT

Exhibit "A": Location of Facilities

DRAFT




City of Statesboro
Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMO

To: Frank Parker, City Manager
From: Jason Boyles, Senior Assistant City Engineer 
Date: April 7, 2014
Re: Request to Proceed with Purchase of Motorola Radios

As you are aware, since the upgrade to 700 MHz radios by certain City of Statesboro and Bulloch County departments, key Statesboro Public Works management and the City Engineer can no longer communicate with these departments when they are using said radios. Savannah Communications indicated to Public Works staff last week that the state purchasing contract with Motorola for these radios currently expires at the end of this fiscal year and issuance of an extension to this contract is uncertain at this time. Further, Savannah Communications also indicated that the order must be placed at least 2 months in advance of this expiration to take advantage of the contract pricing. Under the current contract pricing we will be able to purchase 1 additional radio to be used by the City Engineer within our \$25,000 budget this year for a total of 6 radios. With your approval I would like to place a proposal on the April 15, 2014 city council agenda for the sole source purchase of these radios. The Finance Director has indicated that this purchase will be funded through a combination of General Fund and GMA lease pool funds. Please advise if this is acceptable to present to city council.

If I can be of further assistance please do not hesitate to contact me.

Cc: Robert Cheshire, PE, City Engineer
Darren Prather, Purchasing Director

Memo



TO: Frank Parker, City Manager
FROM: Darren Prather, Purchasing Director
DATE: 4-7-14

Re: Recommendation—Rejection of bids/Vacuum Excavator—Natural Gas Dept.

The City of Statesboro solicited sealed bids for the purchase of a vacuum excavator for the Natural Gas Department. This equipment is used to safely excavate around/locate existing utilities, to clear debris from work areas and to excavate for the repair of utilities. We advertised per our ordinance and contacted all known dealers that service this area for this type of machine. The following bids were received:

- | | |
|----------------------|-------------|
| 1. Vermeer Southeast | \$52,350.00 |
| 2. Ditch Witch of GA | \$54,320.00 |

Due to the fact that both bid submittals did not meet the specifications required in the bid package, we recommend the bids be rejected and this item be put out for a re-bid. The original due date of February 24th was extended, via an advertisement, to March 20th allowing dealers with compliance questions over three additional weeks to assure specification compliance and to offer product demonstrations. In addition, the date to submit questions for an addendum was extended from February 17th to March 11th. These time adjustments allowed for more than a generous opportunity to raise any specification issues. Although Mayor and Council do have the right to waive technicalities and formalities if it is in the best interest of the City of Statesboro to do so, we feel that a re-bid is the best avenue to pursue given this situation as both dealers failed to submit a fully compliant sealed bid package required per our bidding process.

Memo



TO: Frank Parker, City Manager

FROM: Darren Prather, Purchasing Director

DATE: 4-8-2014

Re: Summary—Rec. for Bid Award/ (2) Bi-Fuel CNG Trucks

The City of Statesboro solicited sealed bids for two (2) bi-fuel compressed natural gas half-ton trucks. These trucks will be utilized in the Public Works’ enterprise fund divisions of the landfill and sanitation services. This bid opportunity was advertised per our ordinance and all potential dealers were contacted via phone and email numerous times. When using the natural gas fueling option, these trucks will be fueled at the recently acquired CNG station at Public Works. Originally, \$20,000 was budgeted for each truck, but given we project the life of these trucks to be approximately twelve years; we expect a payback at about the six year mark (Please see formula below).

Each truck historically uses:
 45 gallons per month x \$3.50 per gallon x 12 months x 12 years = \$22,680 life fuel cost (gasoline only)
 45 gallons per month x \$1.25 per gallon x 12 months x 12 years = \$8,100 life CNG cost

The amounts obviously are based on today’s pricing as both fuels can change in price, but based on this projection, the City would save over \$14,000 over the life of each truck in fueling costs. With the extra paid up front for the CNG option per this bid of approximately \$7,000, the City would save a net amount of \$7,000 for each truck over the 12 year span and burn a much cleaner fuel.

Given that we are relatively new to CNG vehicles, we conducted a mandatory pre-bid meeting to allow the opportunity to streamline specifications and to allow dealers the chance to raise any concerns. The meeting could be attended in person or by a “go to meeting” conference arrangement we provided. This meeting proved to be very beneficial and resulted in the following sealed bids that were submitted: (Dealers were instructed we would award based on the minimum specs of an F-150 or equal, but they were permitted to offer alternative bids as per our policy).

<u>Vendor</u>	<u>Bid Amt.</u>	<u>Alt. Bid (F-250 of equivalent)</u>
1. Allan Vigil Ford	\$28,590.00	N/A
2. Auto Nation Chevy N/A	N/A	\$33,491.00
3. O.C. Welch Ford	\$27,946.00	\$29,501.00
4. Prater Ford	\$28,884.00	\$30,999.62
5. T.P.I	\$29,147.00	\$30,602.62
6. Wade Ford	\$26,761.00	N/A

Given the results, we recommend the purchase contract be made to Wade Ford having submitted the lowest responsive bid of \$26,761.00 for each truck for a total bid award of \$53,522.00.