



May 7, 2013 9:00 am

1. Call to Order by Mayor Joe Brannen
2. Invocation and Pledge of Allegiance by Councilman Gary Lewis
3. Recognitions/Public Presentations
 - A) Presentation of the Tree City USA Award (20th year) by the Georgia Forestry Commission and the City's Tree Board to the City of Statesboro
 - B) Recognition of City Tree Board Members (Henry Clay, Chairman and Wesley Parker) and City Staff (Robert Seamans and Rose Butterbaugh) for obtaining Arborists Certifications from the International Society of Arboriculture.
 - C) Presentation of a Proclamation recognizing National Police Officer Memorial Day set for May 15, 2013
 - D) Presentation of a Proclamation for Luke Pittaway for his efforts in bringing the GSU E-Zone to the Downtown area and improving the relationship between GSU and the City of Statesboro.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 04-12-2013 Council Budget Retreat Minutes
 - b) 04-16-2013 Council Minutes
 - c) 04-24-2013 Called Council Minutes
 - B) Consideration of a Motion to approve a Special Event Permit:
 - a) Applicant's Name: Jamie Toms
 - Date and Time of Event: May 22, 2013, 5-7 p.m.
 - Location of Event: Belle House
 - Type of Event: University of Georgia event for alumni
 - Products served: Beer and Wine
 - C) Notification of alcohol license application:
 - a) Licensee: Amy Mae Lane (Changing Managers)
DBA: Parker's #20
Location: 1899 Chandler Road
Type of Alcohol License: Retail Beer & Wine Packaged
Type of Business: Convenience Store – Packaged Beer & Wine
 - b) Licensee: Robert Houstoun Demere III (Changing Managers)
DBA: Enmark Stations Inc. #849
Location: 100 Northside Drive West
Type of Alcohol License: Retail Beer & Wine Packaged
Type of Business: Convenience Store – Packaged Beer & Wine

- D) Consideration of a Motion to approve **Resolution 2013-12**: A Resolution to adopt the third amendment to the Fiscal Year 2013 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated
- E) Consideration of a motion to authorize the Mayor to execute the GMA Lease Pool Agreement in the amount of \$1,531,775.00
- F) Consideration of a Motion to set a Public Hearing for the FY 2014 Budget for May 23, 2013 at 4:00 pm
- 6. Consideration of a Motion to adopt **Resolution 2013-11**: A Resolution to accept as a gift the conveyance and dedication of certain real property valued at SIXTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$67,800.00) from the heirs and assigns of Thomas E. Rushing, Sr.
- 7. Consideration of a Motion to Enter into an Intergovernmental Agreement between the City of Statesboro and the Bulloch County Board of Education to allow the City to construct and maintain a sidewalk across the northeasterly side of the former Sallie Zetterower Elementary School property.
- 8. Consideration of a Motion to Approve Task Order No. 1 of Professional Services Agreement with Ecological Planning Group in the amount of \$74,125 to assist the City with the development of Comprehensive Storm water Management Program.
- 9. Consideration of a motion to approve the Police Department to apply for available 2013 COPS Hiring Program Federal Grant funds
- 10. Consideration of a Motion to approve the preliminary design and Phase I of the architectural construction drawings for the City of Statesboro Fire Station I renovations and additions.
- 11. Consideration of a Motion to approve the Statesboro Watershed Protection Plan that presents a strategy for protecting existing water quality within the Statesboro Water Pollution Control Plant as required by EPD.
- 12. Consideration of a Motion to approve the option for the City of Statesboro to purchase the property located at 58 East Main Street Suite C and D in the amount of \$375,000.00. The money is allocated in the 2013 SPLOST. This building is the current GSU City Campus.
- 13. Other Business from City Council
- 14. Public Comments (General)
 - A) Mr. Bill Thomas request to speak to Council regarding the importance of maintaining Public Trust
- 15. Consideration of a Motion to Adjourn

NATIONAL POLICE OFFICER MEMORIAL DAY

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of law enforcement agency of the **STATESBORO POLICE DEPARTMENT** play an essential role in safeguarding the rights and freedoms of the citizens of **STATESBORO**; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the **CITY OF STATESBORO** has grown to be a modern, professional, and community policing law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, I, MAYOR JOE R. BRANNEN call upon all citizens of **STATESBORO** and upon all patriotic, civil and educational organizations to observe the week of **MAY 13 – 17**, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of **STATESBORO** to observe **MAY 15**, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOFF, I, Joe R. Brannen, Mayor of the City of Statesboro has hereunto set my hand and caused the Seal of the **CITY OF STATESBORO** to be affixed this **7th DAY** of **MAY** in the year of **2013**.

Joe R. Brannen, Mayor



**CITY OF STATESBORO
CITY COUNCIL BUDGET RETREAT MINUTES
APRIL 12th, 2013**

A City Council Budget Retreat was held on April 12th, 2013 at 9:00 am in the City Hall Council Chambers at 50 East Main St. Present was Mayor Joe Brannen, Mayor Pro Tem Will Britt, Councilman Phil Boyum and Councilman John Riggs. Also present was City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire and Director of Community Development Mandi Cody. Councilman Gary Lewis and Councilman Travis Chance were absent.

The meeting was called to order by Mayor Joe Brannen.

Other Department Heads present were:

Director of Water/Wastewater Wayne Johnson, Assistant Director Water/Wastewater Van Collins, Director of Public Safety Wendell Turner, Gas Superintendent Steve Hotchkiss, Senior Assistant City Engineer Jason Boyles, Director of Human Resource Jeff Grant, Director of Purchasing Darren Prather, Finance Director Cindy West.

Also present were other City employees as well as GSU students and the news media.

The meeting consisted of the department heads giving an overview of their budget for FY 2014 which included their CIP Projects as well as goals and priorities, 2013 highlights, budget assumptions, rate changes and other proposals by the City Manager. The meeting ended with the discussion of proposed recommendations from the Mayor and Council Members.

The meeting was adjourned at 4:45p.m.

There was no action taken at this meeting.



**CITY OF STATESBORO
CITY COUNCIL MINUTES
April 16, 2013**

A regular meeting of the Statesboro City Council was held on April 16, 2013 at 6:00 in the Southern Ballroom of the Nessmith Lane Conference Center on the GSU Campus. Present were Mayor Joe R. Brannen, 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 Joe Brannen.

The Invocation and Pledge of Allegiance was given by Councilman Phil Boyum.

Recognitions/Public Presentations:

- A) **Kelly Collingsworth request to update Council on the Great American Cleanup**
- B) **Presentation of the Great American Cleanup proclamation to Kelly Collingsworth representing Keep Bulloch Beautiful**

Kelly Collingsworth updated Council on the upcoming 13th annual Great American Cleanup that is set for April 20th, 2013.

Mayor Brannen presented a proclamation to Kelly Collingsworth representing Keep Bulloch Beautiful and Robert Seamans representing the Public Works Department of the City of Statesboro. The proclamation was in recognition of the Great American Cleanup.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) **Approval of Minutes**
 - a) **04-02-2013 Council Minutes**
 - b) **04-02-2013 Executive Session Minutes**
- B) **Notification of alcohol license application:**
 - Licensee: Gregory Milo Parker**
 - DBA: Parker's #41**
 - Location: 24151 Highway 80 East**
 - Type of Alcohol License: Retail Beer & Wine Packaged**
 - Type of Business: Convenience Store – Packaged Beer & Wine**
- C) **Consideration of a Motion to approve an Outdoor Event Permit:**
 - Applicant's Name: Jon Starkey**
 - Date and Time of Event: May 4, 2013, 7:00 p.m.**
 - Location of Event: University Plaza**
 - Type of Event: Outside Gathering with Band and DJ**
 - Products served: Beer, Wine, and Liquor**

D) Consideration of a Motion to approve a Special Event Permit:

Applicant's Name: Larry T Scarboro
Date and Time of Event: May 4, 2013, 9:00 p.m.
Location of Event: Springhill Suites
Type of Event: 5th Annual All White Ball – Big Head Barber/Salon
Products served: Beer and Wine

E) Consideration of a Motion to declare the listed trucks and equipment as surplus and be disposed of, as recommended by the Purchasing Department.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis 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 APPLICATION # SE 13-03-01: Marcella Dickerson-Jones requests a special exception be granted pursuant to the Statesboro Zoning Ordinance to allow the operation of a group home in the R-15 (Single-Family Residential) District for property located at 104 South Zetterower Avenue. (Tax Parcel number S40000004 000).

Councilman Riggs made a motion, seconded by Councilman Lewis to approve APPLICATION # SE 13-03-01: Marcella Dickerson-Jones requests a special exception be granted pursuant to the Statesboro Zoning Ordinance to allow the operation of a group home in the R-15 (Single-Family Residential) District for property located at 104 South Zetterower Avenue. (Tax Parcel number S40000004 000). Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote. Mayor Pro Tem Will Britt abstained from voting.

Consideration of a Motion to approve APPLICATION # V 13-03-02: Maxwell-Reddick & Associates, Inc., requests a variance from Article VII Section 703 of the *Statesboro Zoning Ordinance* regarding density increase in the R-4 (High Density Residential) District for property located at 552 East Main Street (Tax Parcel number MS82000033 000).

John Dotson representing Maxwell Reddick spoke in favor of the request. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Boyum to approve APPLICATION # V 13-03-02: Maxwell-Reddick & Associates, Inc., requests a variance from Article VII Section 703 of the *Statesboro Zoning Ordinance* regarding density increase in the R-4 (High Density Residential) District for property located at 552 East Main Street (Tax Parcel number MS82000033 000). 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 contract to purchase a heated asphalt/re-claimer trailer from KM International at a bid price of \$41,324.00

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Riggs to award a contract to purchase a heated asphalt/re-claimer trailer from KM International at a bid price of \$41,324.00. 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 adopt Resolution 2013-09: Resolution accepting rights of way of one (1) street as public street to be owned and maintained by the City of Statesboro. The street to be considered for acceptance is Vaden Dr. located beside the new Nissan Car Dealership on Brannen St.

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to approve **Resolution 2013-09**. Resolution accepting rights of way of one (1) street as public street to be owned and maintained by the City of Statesboro. The street to be considered for acceptance is Vaden Dr. located beside the new Nissan Car Dealership on Brannen St. 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 adopt Resolution 2013-10: A Resolution accepting right of way of one (1) street as a public street to be owned and maintained by the City of Statesboro. The street to be considered for acceptance is a .056 mi. long segment of street, yet to be named, located behind the new Nissan dealership located on Brannen Street.

Councilman Boyum made a motion, seconded by Councilman Chance to adopt **Resolution 2013-10**. A Resolution accepting right of way of one (1) street as a public street to be owned and maintained by the City of Statesboro. The street to be considered for acceptance is a .056 mi. long segment of street, yet to be named, located behind the new Nissan dealership located on Brannen Street. 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 contract to Tyson Utilities Construction, Inc. in the amount of \$34,838.92 for a sewer line extension, which will eliminate the need for the Sandy Hill Pump Station

Councilman Riggs made a motion, seconded by Councilman Lewis to award a contract to Tyson Utilities Construction, Inc. in the amount of \$34,838.92 for a sewer line extension, which will eliminate the need for the Sandy Hill Pump Station. 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 Award of Contract to Y-Delta Inc. in the amount of \$625,451.93 to make intersection and water main improvements at the W. Main St./ S. College St. intersection. Award requires increasing the overall project budget to \$674,000 to cover costs associated with USPO easement acquisition, utility relocations, and higher than anticipated costs of intersection improvements due to city initiated road closure restrictions. The Requested budget increase to be covered by savings from cost under runs on other recent capital improvements. Improvements to be funded by 2007 SPLOST.

Councilman Boyum made a motion, seconded by Mayor Pro Tem Will Britt to approve the award of contract to Y-Delta Inc. in the amount of \$625,451.93 to make intersection and water main improvements at the W. Main St./ S. College St. intersection. Award requires increasing the overall project budget to \$674,000 to cover costs associated with USPO easement

acquisition, utility relocations, and higher than anticipated costs of intersection improvements due to city initiated road closure restrictions. The Requested budget increase to be covered by savings from cost under runs on other recent capital improvements. Improvements to be funded by 2007 SPLOST. 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 the bid for two (2) new compressed natural gas powered refuse cab and chassis units to Peach State Ford Truck Sales for a total amount of \$286,360.00 for both units.

Councilman Riggs made a motion, seconded by Mayor Pro Tem Will Britt to award the bid for two (2) new compressed natural gas powered refuse cab and chassis units to Peach State Ford Truck Sales for a total amount of \$286,360.00 for both units. 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 purchase two (2) New Way front load refuse bodies with compressed natural gas systems for a total amount of \$260,507.10.

Councilman Riggs made a motion, seconded by Councilman Chance to purchase two (2) New Way front load refuse bodies with compressed natural gas systems for a total amount of \$260,507.10. 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: None

Public Comments (General)

A) Mr. Bill Thomas request to speak with Council on Government Transparency

Mr. Bill Thomas addressed Council with his concerns about honest and open government. He asked all students to register to vote. He began speaking to issues that had taken place when Shane Haynes was City Manager in South Carolina before coming to Statesboro to fill the position as the City Manager. After speaking for more than 5 minutes, Council asked Mr. Thomas to conclude his speech. Mr. Thomas asked Council to launch an FBI Investigation concerning Mr. Haynes employment with the City of Statesboro.

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 6:40 pm.



**CITY OF STATESBORO
CALLED CITY COUNCIL MINUTES
April 24, 2013**

A called meeting of the Statesboro City Council was held on April 24, 2013 at 9:00 am in the Council Chambers at City Hall Present were Mayor Joe R. Brannen, Council Members: Will Britt, John Riggs and Gary Lewis. Also present were City Manager Frank Parker, City Clerk Sue Starling, and City Attorney Alvin Leaphart. Councilman Travis Chance, Councilman Phil Boyum, City Engineer Robert Cheshire and Director of Community Development Mandi Cody were absent.

The meeting was called to order by Mayor Joe Brannen

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

Consideration of a Motion to approve the Intergovernmental Agreement between Mayor and Council of the City of Statesboro and the Board of Regents of the University System of Georgia by and on behalf of Georgia Southern University.

Councilman Riggs made a motion, seconded by Mayor Pro Tem Will Britt to approve the Intergovernmental Agreement between Mayor and Council of the City of Statesboro and the Board of Regents of the University System of Georgia by and on behalf of Georgia Southern University. Councilman Britt, Riggs, and Lewis voted in favor the motion. The motion carried by a 3-0 vote.

Other Business from the City Council: None

Consideration of a Motion to Adjourn

Councilman Riggs made a motion, seconded by Mayor Pro Tem Will Britt to adjourn. Councilman Britt, Riggs, and Lewis voted in favor the motion. The motion carried by a 3-0 vote.

The meeting was adjourned at 9:06 am.

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 04/17/13

DATE OF EVENT 05/22/13

TIME OF EVENT 5-7pm

LOCATION OF EVENT Belle House

TYPE OF EVENT (DETAILED DESCRIPTION) Bulldog Club -
@ University of Georgia event for alumni

IF THIS IS A THEATRE PRODUCTION, PROVIDE A DESCRIPTION.

PRODUCTS TO BE SERVED: ☒ BEER ☒ WINE ☐ LIQUOR

** ALCOHOL MUST BE PURCHASED THROUGH A LICENSED
WHOLESALE DISTRIBUTOR.

NAME OF WHOLESALE DISTRIBUTOR National, Southern Eagle

ADDRESS AND PHONE NUMBER OF WHOLESALE DISTRIBUTOR _____

Brian Futch w/ Natl. Distributing

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

WILL THERE BE FOOD SERVED? IF SO WHO WILL BE CATERING?

Yes. Honey Catering

WILL THERE BE MUSIC AND DANCING? IF SO DESCRIBED

No

IF RAISING MONEY FOR A CHARITY, WHAT IS THE NAME OF THE ORGANIZATION _____

PROVIDE A NAME AND PHONE NUMBER OF THE CHARITY ORGANIZATION CONTACT _____

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.

ARE FLYERS BEING DISTRIBUTED? _____ YES ☒ NO
IF YES ATTACH TO APPLICATION.

NAME OF APPLICANT Lettuce Eat Catering LLC / Jamie Toms

APPLICANT'S ADDRESS 380 Westside Rd., Statesboro, GA 30458

APPLICANT'S PHONE NUMBER 478.288.1033

APPLICANT IS REQUIRED TO ATTEND THE COUNCIL MEETING.

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

Jamie B Toms
SIGNATURE OF APPLICANT

OFFICE USE:

DATE OF COUNCIL MEETING _____

DATE APPROVED BY MAYOR AND CITY COUNCIL _____

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Gregory M. Parker

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION _____

NEW _____

RENEWAL ☒

(changing applicant only)

TYPE OF BUSINESS TO BE OPERATED:

<input checked="" type="checkbox"/>	RETAIL BEER & WINE PACKAGED ONLY	\$1,250.00
<input type="checkbox"/>	RETAIL BEER & WINE BY THE DRINK	\$1,250.00
<input type="checkbox"/>	BEER, WINE & LIQUOR BY DRINK	\$3,750.00
<input type="checkbox"/>	WHOLESALE LICENSE	\$1,000.00
<input checked="" type="checkbox"/>	APPLICATION FEE - PACKAGED SALES	\$ 150.00
<input type="checkbox"/>	APPLICATION FEE - POURING SALES	\$ 150.00

APPLICANTS FULL NAME Robert Houstoun Demere, III

OWNERS NAME Enmark Stations, Inc.

DBA (BUSINESS NAME) Enmark Stations, Inc. #849

CHECK THE TYPE OF ALCOHOL LICENSE YOU ARE APPLYING FOR:

RESTAURANT _____ SPORTS RESTAURANT _____ PRIVATE CLUB _____ PACKAGE ☒

BUSINESS ADDRESS 100 Northside Drive West Statesboro, GA 30458

BUSINESS MAILING ADDRESS P.O. Box 728 Savannah, GA 31402

BUSINESS TELEPHONE # (912) 236-1331

APPLICANTS HOME ADDRESS _____

APPLICANTS HOME PHONE # _____

APPLICANTS AGE _____

ARE YOU A CITIZEN OF THE UNITED STATES? ☒ YES _____ NO

HAVE YOU 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? vp/em

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

PLEASE LIST BELOW:

RESOLUTION 2013-12: A RESOLUTION TO ADOPT THE THIRD AMENDMENT
TO THE FISCAL YEAR 2013 BUDGET FOR EACH FUND OF THE CITY OF
STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH
BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF
REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR
EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

THAT WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed a proposed Third Amendment to the Budget from the City Manager that includes some revenues/financing sources and expenditures/expenses not anticipated in the original Budget, and carries forward funding and appropriations for some projects and equipment budgeted in the previous fiscal year, but not purchased by fiscal year-end; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses and any transfers; and

WHEREAS, the Mayor and City Council wish to adopt this Third Budget Amendment for Fiscal Year 2013;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the Third Budget Amendment for the City's Fiscal Year 2013 Budget.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget amendment for each fund in the amounts shown anticipated are hereby adopted; and that the several amounts shown in the budget amendment for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments and agencies named in each fund, as amendments to the existing Budget previously adopted.

Section 3. That the "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount

appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

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

Adopted this 7th day of May, 2013.

CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk

ATTACHMENT #1

FY 2013 THIRD BUDGET AMENDMENT

100 General Fund:

- Increase Revenue for Run the Boro by \$7,205.
- Increase Transfer from Solid Waste Collection by \$7,000.
- Governing Body
 - Increase Expenditures for Miscellaneous Expense by \$10,000.
- City Clerk
 - Decrease Expenditures for Retirement by \$3,000.
- Elections
 - Increase Expenditures by \$2,432.
- Legal
 - Decrease Expenditures for Legal Fees by \$5,000.
- Information Technology
 - Increase Expenditures for Software Application by \$4,000.
 - Increase Expenditures for Network Infrastructure by \$3,000.
- Human Resources
 - Increase Expenditures for Run the Boro by \$7,205.
- Governmental Buildings
 - Increase Expenditures for Building Repairs and Maintenance by \$19,000.
- Engineering
 - Decrease Expenditures for Retirement by \$2,500.
- Statesboro Municipal Court
 - Decrease Expenditures for Retirement by \$2,500.
 - Decrease Expenditures for Indigent Fees by \$5,000.
 - Decrease Expenditures for Peace Officer's A&B Fund by \$5,000.
 - Decrease Expenditures for Peace Officer's Pros Training by \$6,117.
- Police Department
 - Decrease Expenditures for Retirement by \$2,500.
- Increase Expenditures for RDC Dues and Fees by \$185.

Net effect on Fund is: None.

210 Confiscated Assets Fund:

- Increase Expenditures for Small Tools and Equipment by \$17,200.

Net effect on Fund is: Decrease in Fund Balance by \$17,200.

221 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

224 US Department of Justice Grant

- No Changes.

Net effect on Fund is: None.

250 Multiple Grants Fund:

- Increase in Revenues for GEMA – Homeland Security Grant for Fire by \$10,000.
- Increase in Revenues for GEMA – Homeland Security Grant for Police by \$10,000.
- Increase in Revenues for Bullet Proof Vest Program Grant \$3,438.

Net effect on Fund is: Decrease in Fund Balance by \$23,438.

270 Statesboro Fire Service Fund:

- No Changes.

Net effect on Fund is: None.

275 Hotel/Motel Fund:

- Increase Expenditures for Payment to Georgia Southern University by \$250,000.
- Increase Expenditures for Payment to GMA by \$5,000.

Net effect on Fund is: Decrease in Fund Balance by \$255,000.

286 Technology Fee Fund:

- No Changes.
- **Net effect on Fund is: None.**

322 2007 SPLOST Fund:

- No Changes.

Net effect on Fund is: None.

323 2013 SPLOST Fund:

- Increase Expenditures for Fire Equipment by \$1,500,000.

Net effect on Fund is: Decrease in Fund Balance by \$1,500,000.

350 Capital Improvements Program Fund:

- No Changes.

Net effect on Fund is: None.

505 Water and Sewer Fund:

Customer Service Division

- Increase Expenditures for Regular Employees by \$12,000.

Waste Water Treatment Plant Division

- No Changes.

Water and Sewer Division

- No Changes.

Net effect on Fund is: Decrease in Cash by \$12,000.

506 Reclaimed Water System Fund

- No Changes.
- **Net effect on Fund is: None**

515 Natural Gas Fund:

- Increase Revenues for Commercial Natural Gas Charges by \$100,000.
- Increase Revenues for HLF Firm Industrial Charges by \$100,000.
- Increase Expenses Natural Gas Purchased by \$200,000.

Net effect on Fund is: None.

**541 Solid Waste Collection Fund:
Commercial Division**

- No Changes.

Residential Division

- Increase Transfer to General Fund by \$7,000..

Yardwaste Division

- No Changes.

Net effect on Fund is: Decrease in Cash by \$7,000.

542 Solid Waste Disposal Fund:

- No Changes.

Net effect on Fund is: None.

601 Health Insurance Fund:

- No Changes.

Net effect on Fund is: None.

602 Fleet Management Fund:

- No Changes.

Net effect on Fund is: None.

603 Workers Compensation Fund:

- Increase Revenues for Workers Comp Premiums by \$51,120.
- Increase Expenditures for Workers Comp Claims by \$51,120.

Net effect on Fund is: None.

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned City of Statesboro (the "Assignor"), a municipal corporation or political subdivision created and existing under the laws of the State of Georgia, hereby GRANTS, BARGAINS, SELLS, ASSIGNS, DELIVERS, TRANSFERS, AND SETS OVER unto Georgia Municipal Association, Inc., a nonprofit corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, and its successors and assigns, all of its right, title, and interest in and to the following items:

- (A) all of the equipment which is described in Exhibit A, Schedule B-1 17-26 hereto; and
- (B) all guaranties, warranties, and agreements given with respect to such equipment;

TO HAVE AND TO HOLD all of the same free and clear from any lien or encumbrance whatsoever, for the exclusive use and benefit of itself and its successors and assigns forever.

The conveyances accomplished in this Bill of Sale and Assignment are AS IS, WHERE IS, and without any representation or warranty of fitness, merchantability, or fitness for a particular purpose.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and delivered on this ____ day of _____, 2013

City of Statesboro

BY: _____
Title:

SCHEDULE A

PAYMENT REQUEST FORM NO. 117-26

SECTION I - PAYMENT REQUEST

The Bank of New York, as escrow agent (the "Escrow Agent"), under the 1998A Escrow Agreement (the "Escrow Agreement"), dated as of June 1, 1998, among the Escrow Agent, Georgia Municipal Association, Inc. ("Lessor"), and the undersigned Lessee ("Lessee"), is hereby requested to pay, from the Initial/Renewal Account of the Equipment Fund held under the Escrow Agreement, to the persons, firms, or corporations designated below as payee, the amount set forth opposite each such name, in payment of the invoice or installation cost of the Equipment designated opposite such payee's name. The Equipment comprises all or a portion of the Equipment described in the Description of Equipment attached as a schedule B to Exhibit A of the 1998A Master Lease and Option Agreement (the "Lease"), dated as of June 1, 1998, between Lessor and Lessee.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>
See attached Draw Request Form for payee and payment instructions	\$1,531,775.00	Pierce Velocity Aerial 95' Mid-Mount Platform, Pierce Impel PUC Pumper, 2012 F-350 Pickup

The undersigned hereby certifies that the attached manufacturer's or dealer's invoice is a duplicate original or certified copy of the order, delivery, and acceptance of the Equipment described in this Payment Request Form.

Dated: _____, 2013

Received and Approved:

City of Statesboro
as Lessee

GEORGIA MUNICIPAL
ASSOCIATION, INC., as Lessor

By: _____

By: _____

Title:

Title: Executive Director

EXHIBIT A - Schedule B-117-26

DESCRIPTION OF THE EQUIPMENT

\$1,531,775.00	Pierce Velocity Aerial 95' Mid-Mount Platform, Pierce Impel PUC Pumper, 2012 F-350 Pickup
----------------	--

Certification

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Lease.

LESSEE:

City of Statesboro

By: _____
Title:

EXHIBIT C

ACCEPTANCE CERTIFICATE

Schedule C-117-26

The undersigned, as Lessee under the 1998A Master Lease and Option Agreement (the "Lease"), dated as of June 1, 1998, with Georgia Municipal Association, Inc. ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in Schedule B-117-26 of Exhibit A to the Lease and certifies that such Equipment is in good working order and has been acquired, delivered, and installed in a manner in all respects satisfactory to the undersigned and that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Lease.

This _____ day of _____, 2013.

LESSEE:

City of Statesboro

By: _____
Title:

EXHIBIT D

LEASE SCHEDULES

Lease Schedule D-117-26

This Lease Schedule to that certain 1998A Master Lease and Option Agreement (the "Lease"), dated as of June 1, 1998, by and between Georgia Municipal Association, Inc. ("Lessor") and the undersigned Lessee ("Lessee"), is made by and between the undersigned and shall be effective as of the date set forth below. The terms and conditions of the Lease are hereby incorporated in this Lease Schedule by reference. Unless otherwise indicated, all capitalized terms, when used herein, which are defined in the Lease, are intended to have the same meaning as when used therein.

1. Lessee hereby authorizes Lessor to acquire the Equipment identified on Schedule B-117-26 of Exhibit A.
2. In addition, Lessee hereby
 - a. agrees to lease such Equipment from Lessor effective on the date set forth below, and
 - b. agrees to pay Lessor Equipment Deposits related to such Equipment (calculated as the amount disbursed from the Equipment Fund in connection with such Equipment divided by the hereinafter specified Equipment Deposit Period), in the annual amount of \$306,355.00 equipment Deposit Period of 5 years (which may not exceed the maximum Equipment Deposit specified in Exhibit F to the Lease for such type of Equipment without the approval of the Insurer and which may not extend beyond the date of the last principal component of Rental Payment), all as provided in the Lease.
3. Lessee hereby represents and warrants that all representations, warranties, and covenants made by Lessee in the Lease are true and correct and in full force and effect on the date hereof as if made on the date hereof.
4. Attached hereto for each item of the above-listed Equipment are:
 - (i) Evidence of title in Lessor or its assignee;
 - (ii) Equipment Purchase Approval, if necessary;
 - (iii) Appropriation Certificate;
 - (iv) Acceptance Certificate;
 - (v) U.C.C. Financing Statement; and
 - (vi) Evidence of Insurance in accordance with the Lease.

IN WITNESS WHEREOF, Lessor has executed this Lease Schedule in its corporate name by its duly authorized officer, and Lessee has executed this Lease Schedule in its corporate name with its official seal hereunto affixed and attested by its duly authorized officials, all as of this ____ day of _____, 2013.

LESSOR:

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____

Title: Executive Director

LESSEE:

City of Statesboro

By: _____

Title:

(SEAL)

Attest:

Title:

EXHIBIT E

APPROPRIATION CERTIFICATE

The undersigned officer of the undersigned Lessee ("Lessee") does hereby certify to Lessor and the Insurer that, as of the date hereof:

(i) All principal components of Rental Payments schedule to be paid during the remainder of the current fiscal year has been appropriated and budgeted and such appropriation has not been revoked.

(ii) All interest components of Rental Payments scheduled to be paid during the remainder of the current fiscal year has been appropriated and budgeted and such appropriation has not been revoked.

(iii) All Reserve Deposits, Equipment Deposits, and Rebate Amount scheduled to be paid during the remainder of the current fiscal year has been appropriated and budgeted and such appropriation has not been revoked.

(iv) All annual Additional Rental, calculated at 0.75% of the Lease Amount, scheduled to be paid during the remainder of the current fiscal year has been appropriated and budgeted and such appropriation has not been revoked.

DATED this _____ day of _____, 2013.

City of Statesboro

By: _____
Title:

(SEAL)

Attest:

Title:

PAYMENT SCHEDULE

City of Statesboro	117-26	Pierce Velocity Aerial 95' Platform
Supplement Amount:	\$1,531,775.00	Pierce Impel PUC Pumper
		2012 F-350 Pickup
Term :	5	
Supplement Date:	06/01/13	

	11/30/13	306,355.00
	11/30/14	306,355.00
	11/30/15	306,355.00
	11/30/16	306,355.00
	11/30/17	306,355.00
Total Payments:		<u>1,531,775.00</u>

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Georgia Municipal Association 201 Pryor St., SW Atlanta, GA 30303 Attn: Financial Services Program Manager

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME City of Statesboro					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS PO Box 348			CITY Statesboro	STATE GA	POSTAL CODE 30459-0348
1d. TAX ID #: SSN OR EIN 58-6000668		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Government	1f. JURISDICTION OF ORGANIZATION Bulloch	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME The Bank of New York Mellon, as Trustee					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 900 Ashwood Parkway, Suite 425			CITY Atlanta	STATE GA	POSTAL CODE 30338

4. This FINANCING STATEMENT covers the following collateral:

All right, title, and interest in the Equipment (including machinery, equipment, vehicles, and additions, accessories, accessions, modifications, attachments, repairs, replacements and replacement parts thereto and therefor) described in that certain Lease Schedule dated as of 6/1/2013 (117-26) by and between Lessee and Lessor.

5. ALTERNATIVE DESIGNATION (if applicable) <input checked="" type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) <input type="checkbox"/> 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

DRAW REQUEST FORM

Date: April 30, 2013

Lessee's Name: City of Statesboro

I.D. Number: 117-26

Contact Person: Cindy West

Phone Number: (912) 764-0642

Proposed Equipment Deposit Period (Term): 5 Years

Amount Requested: \$1,531,775

Items to be financed (attached invoice(s)): Pierce Velocity Aerial 95' Mid-Mount Platform,
pierce Impel PUC Pumper, and F350 Pickup

Payment Instructions: BB&T, City of Statesboro Sweep Investment Account

Routing # 061113415 Acct # 5146001736

Please deliver this draw request along with the invoice(s) to:

1998 Georgia Local Government Equipment Lease Pool
C/O Georgia Municipal Association
Attention: Financial Service Programs Manager
201 Pryor Street, SW
Atlanta, Georgia 30303

Facsimile: 678-686-6364



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

PERFORMANCE AND PAYMENT BOND

Bond No. 190028663

KNOW ALL MEN BY THESE PRESENTS, THAT, Pierce Manufacturing Inc.
(hereinafter called Principal), as Principal and Liberty Mutual Insurance Company, a corporation
organized and existing under the laws of the State of Massachusetts with its principal office in the City of,
Boston (hereinafter called Surety) as Surety are held and firmly bound unto Statesboro Fire Department
(hereinafter called the Owner) and to all persons who furnish labor or material directly to the Principal for use in the
prosecution of the work hereinafter named, in the just and full sum of One Million Five Hundred Thousand
Dollars and 00/100 Dollars (\$1,500,000.00)
to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their
respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 30th
day of November, 2012, for One (1) Pierce Velocity Aerial 95' Mid-Mount Platform and One
(1) Pierce Impel PUC Pumper
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
fully indemnify the Owner from and against any failure on his/her part faithfully to perform the obligations
imposed upon him/her under the terms of said contract free and clear of all liens arising out of claims for
labor and material entering into the work, and if the said Principal shall pay all persons who shall have
furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each
of which said persons shall have a direct right of action on this instrument in his/her own name and for
his/her own benefit, subject, however, to the Owner's priority, then this obligation to be void; otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the
Surety on this instrument unless the same be brought or instituted and process served upon the Surety
within two years after completion of the work mentioned in said contract, whether such work be
completed by the Principal, Surety or Owner; but if there is any maintenance or warranty period provided
in the contract for which said Surety is liable, an action for such maintenance or warranty may be
brought within two years from the expiration of said maintenance or warranty period, but not afterwards.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument this 7th
day of January, 2013.

Katherine Pischke Pierce Manufacturing Inc.
Witness: _____ Principal

By: [Signature]
Name and Title

Cathy Huts
Witness: _____
Liberty Mutual Insurance Company
Surety

By: [Signature]
Lucy A. Hantzsch Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5426570

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, DANIEL J. KWIECINSKI, DANIEL J. SAPIRO, KATHLEEN A. CRARY, WENDY S. MILLER, KATHLEEN A. YOSS, KRISTIN N. SCHMIT, TRACY K. MATTHEWS, LISA M. SLAKES, CATHY HUTSON, LUCY A. HANTZSCH, _____

all of the city of MILWAUKEE, state of WISCONSIN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of June, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 8th day of June, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PIERCE MANUFACTURING INC.

AN OSHKOSH CORPORATION COMPANY • ISO 9001 CERTIFIED

2600 AMERICAN DRIVE

POST OFFICE BOX 2017

APPLETON, WISCONSIN 54912-2017

920-832-3000 • FAX 920-832-3208

www.piercemfg.com



March 13, 2013

City of Statesboro
50 E Main Street
Statesboro GA 30459

Dear Sir or Madam:

Pierce Manufacturing and Ten-8 Fire would like to thank you for your prepayment in the amount of \$1,500,000.00, which we received on 1/7/13. The payment has been applied to your account with Pierce Manufacturing for trucks 26543TR and 26544TR.

Please contact us if you have any questions regarding your payment.

Sincerely,

PIERCE MANUFACTURING INC.

A handwritten signature in cursive script that reads "Laura C Luebke".

Laura C. Luebke
Accounts Receivable

cc: Ten-8



QUALITY FIRE APPARATUS
413535

MANUFACTURING Inc.

P.O. BOX 2017
APPLETON, WI
54912

TEL. (920) - 832-3000

DATE
12/5/2012
INVOICE NUMBER
M040883

CITY OF STATESBORO
50 E MAIN STREET
STATESBORO, GA 30459

YOUR ORDER NO. PO# 9970		OUR ORDER NO. 25543-20544		TERMS NET 30	DELIVERY DATE	VIA
ITEM	QTY.	DESCRIPTION				TOTAL AMOUNT
		ONE (1) PIERCE™ AERIAL MOUNTED ON A VELOCITY XL CHASSIS				\$ 994,098.48
		ONE (1) PIERCE™ PUMPER MOUNTED ON AN IMPEL CHASSIS				\$ 505,901.52
		NET DUE PIERCE				<u>\$ 1,500,000.00</u>

REMIT PAYMENT TO:
PIERCE MANUFACTURING INC.
7751 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

ORIGINAL INVOICE

SEE ENCLOSED INSTRUCTIONS
FOR FURTHER INFORMATION



WADE FORD, INC.

OUR NAME IS ON THE LINE

3860 South Cobb Drive

P.O. Box 1587

SMYRNA, GEORGIA 30081

770-436-1200

NEW CAR

INVOICE NUMBER

117920

CUSTOMER# 74577

DEAL NO.: 178583

STOCK NO.: CEC96445

LIENHOLDER:

Sold to CITY OF STATESBORO

Address 50 EAST MAIN STREET STATESBORO GA 30459

DATE: 31 OCT 2012

Salesman EASTLAND, JOHN

20	FORD	TYPE	KEY Nos.	COLOR	VIN
2012	FORD	CB	F350 PICKUP	NA	WHITE
					1FDRF3F65CEC96445

EQUIPMENT and ACCESSORIES

	AMOUNT
Base Price	31775.00
Federal Tax	N.A.
	N.A.
	N.A.
	N.A.
	N.A.
	N.A.
FLEET INCENTIVE	N.A.
FIN# QB385	
PO# 9699	N.A.
	N.A.
	N.A.
SALE PRICE	31775.00
CUSTOMER SERVICE FEE	N.A.
ADMINISTRATIVE FEE	N.A.
STATE SALES TAX	N.A.
GWRA	N.A.
EXTENDED SERVICE CONTRACT	N.A.
TAG & TITLE	N.A.
TOTAL PRICE	31775.00

PUR. ORDER No.

SETTLEMENT

By Used No. 20 N/A

Motor No.

By Amount Owing

By Equity

By Amount Due

By

31775.00

Class Insurance Fire and Theft and \$ Deductible Collision.

THE ONLY WARRANTIES APPLYING TO THIS VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER, WADE FORD, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM WADE FORD, INC. ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

It is understood that legal title to the herein described automobile does not pass to said buyer until his check given as payment clears the bank on which it is drawn.

RESOLUTION 2013-11: A Resolution to accept as a gift the conveyance and dedication of certain real property valued at sixty seven thousand eight hundred dollars (\$67,800.00) from the heirs and assigns of Thomas E. Rushing, Sr.

THAT WHEREAS, Section 1-2 of the Charter of the City of Statesboro provides that the Mayor and City Council can receive, possess, and retain to themselves and their successors in office, for the use and benefit of the City of Statesboro, in perpetuity or for any term of years, any estate or estates, real or personal, of every kind and nature, inside or outside the corporate limits for corporate purposes;

WHEREAS, the heirs and assigns of Thomas E. Rushing, Sr. desire to convey and dedicate as a gift certain real property to the Mayor and City Council of Statesboro;

WHEREAS, the Mayor and City Council desire to accept as a gift this conveyance and dedication of certain real property from the heirs and assigns of Thomas E. Rushing, Sr.;

WHEREAS, the Bulloch County Board of Tax Assessors values this real property at SIXTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$67,800.00).

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

Section 1. That Mayor and City Council shall accept as a gift the conveyance and dedication of certain property more particularly described as follows:

All that certain tract or parcel of land lying and being in the 1209th G.M. District, Bulloch County, City of Statesboro, Georgia containing 7.27 acres and designated as Parcel A, according to a plat of survey by Thomas M. Lewis, Registered Land Surveyor, dated October 11, 2005 and recorded in Plat Book 62, Page 780, Bulloch County, Georgia records. Said survey is incorporated herein for all purposes of description.

Section 2: The Mayor and City Clerk and hereby authorized to execute appropriate legal instruments accepting the conveyance of title to this property to the Mayor and City Council of Statesboro.

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

Adopted this ____ day of ____, 2013

CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk



City of Statesboro

ENGINEERING DEPARTMENT

MEMORANDUM

To: Frank Parker, City Manager

From: Robert Cheshire, PE, City Engineer
David Hendrix, Assistant City Engineer *DLH*

Re: Intergovernmental Agreement with Bulloch County BOE
Gentilly Road Sidewalk Installation Project

Date: May 7, 2013

The Gentilly Road Sidewalk Installation Project is currently in the final design and property acquisition phase. One location where additional property is needed to properly construct the proposed sidewalk is around the site of the former Sallie Zetterower Elementary School, which is still owned by the Bulloch County Board of Education (BOE). The BOE has agreed to grant the City an easement for the construction and maintenance of the proposed sidewalk; however, an intergovernmental agreement between the two entities must first be agreed to. City staff reviewed the agreement and is comfortable with the terms. Therefore, we respectfully request the Mayor and City Council's consideration and formal approval of this intergovernmental agreement. The BOE has already executed the document.

Attachment: Intergovernmental Agreement Form

STATE OF GEORGIA
COUNTY OF BULLOCH

Revised Copy
Rec'd
3/27/13

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement is entered into this 4th day of April, 2013, by and between the **MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO**, a political subdivision of the State of Georgia (hereinafter "the City"), and the **BULLOCH COUNTY SCHOOL DISTRICT** (hereinafter "the Board").

WITNESSETH:

WHEREAS, the City has undertaken a civic project to provide a pedestrian sidewalk route for use by residential neighborhoods and the Georgia Southern University campus to have access to the S & S Greenway and the Brannen Street commercial connector; and

WHEREAS, the City's engineers have designed the sidewalk project to run along the right of way of Gentilly Road, commencing at Fair Road and extending to East Jones Avenue; and

WHEREAS, at its termination point on East Jones Avenue, the sidewalk will need to encroach on property owned by the Board at the former site of the Sallie Zetterower Elementary School; and

WHEREAS, the encroachment will necessitate the removal of several of the shrubs located on the Board's property, together with the removal of a portion of the existing fencing and block wall on the property; and

WHEREAS, the City and the Board desire to enter into this intergovernmental agreement in order to set forth the terms and conditions upon which the above-referenced sidewalk project can be constructed on the Board's property in the least disruptive manner to all concerned;

THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Board shall convey to the City an encroachment easement to permit the City to extend the sidewalk over and across the Board's property, to be conveyed in the form attached as Exhibit "A". The easement shall allow the City perpetual access to the easement area for purposes of maintenance of the sidewalk.

2. The City agrees to relocate that portion of the existing fencing that is impacted by the encroachment. The placement of the relocated fencing shall be parallel to the encroachment easement area and shall, to the extent possible, provide for a continuous, aesthetically suitable fence line similar to the fencing currently in place.

3. The City shall not be required to replace the shrubs removed from the encroachment easement area, but shall agree to clear all debris from the area after such removal. The City shall not be required to replace the segment of block wall that will be removed from the easement area.

4. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

5. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns.

6. This agreement constitutes the entire agreement between the parties, and any other conditions or representations not contained herein, whether written or oral, shall not be binding on the parties. This agreement may be modified only by a written amendment referencing this agreement and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first written above.

**MAYOR AND CITY COUNCIL
OF THE CITY OF STATESBORO**

BY: _____
Mayor

ATTEST: _____
City Clerk

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

BULLOCH COUNTY SCHOOL DISTRICT

BY: _____

Chairman

ATTEST: _____

Secretary

Signed, sealed and delivered
in the presence of:

Monica S. Lanier

Witness

Mary H. Henley

Notary Public



Exhibit A

Format for Task Order

TASK ORDER NO. 1

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 May 7, 2013.

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 May 7, 2013, 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 1. Drainage System GIS Inventory and Condition Assessment Pilot Project

The Project Team will perform a GIS inventory and assess the condition of the drainage infrastructure within a pilot area identified by the City.

As part of this task, the Project Team will visit each stormwater structure in the field and identify

its spatial location using a Trimble Geo-XH. The inventory will be a map-grade inventory that will identify the geographic location of structures on an x/y coordinate system at sub-meter accuracy. While in the field locating the GPS position of each structure, the Project Team will also perform a comprehensive condition assessment of every structure. The assessment will include information on Structure Type, Pipe Size, Structure Material, Structure Damage, presence of Sediment, Debris, Dry Weather Flows, Water Quality Issues, Erosion, Maintenance Need, Inspection Data, Notes and Photographs.

Upon completion of the inventory, the Project Team will review the maintenance and structural issues identified and develop an assessment of the overall condition of the system. This will include a list of maintenance concerns and other issues identified. The projects will be assigned to one of three major categories: 1) operational maintenance issues, such as sediment or debris removal, 2) capital maintenance issues, structures that required a more expensive solution, such as replacement of a broken manhole cover, and 3) capital improvement issues, major drainage issues that require an engineered solution.

The pilot area is shown in the attached map, and includes a representative sample of old and new areas of development, as well as commercial and residential land uses, and incorporates approximately 20% of the drainage infrastructure within the City. For the purposes of this contract, the Project Team assumes that this task will include location of approximately 1,029 drainage structures. This estimate is based on an assumed density of 0.5 structures per acre within the pilot project area delineated in the attached map. Should the actual number of structures exceed 1,029, the Project Team will contact the City prior to collecting any structures in excess of that amount. Any structures collected in excess of 1,029, will be collected at the per structure rate listed below.

Budget: \$10/structure (estimated 1,029 structures) \$10,290.

Task 2 Capital Improvement Program (CIP) Evaluation & Prioritization Analysis

The Project Team will work with the City to identify specific capital projects that would likely be addressed by the future SWMP. This will likely include capital projects already identified within the City's SPLOST as well as other projects not previously included in the City's CIP. The Project Team will work with the City to preliminarily assess/review the identified drainage capital projects as well as additional unfunded capital maintenance projects. The Project Team staff plan to visit the field to assess prospective CIP projects, including those already identified by the City. We assume that three field days will be sufficient to review the various City projects. From the field work, we will develop an objective ranking system to help prioritize the projects for implementation under the future comprehensive SWMP. The ranking system would include the following criteria as a minimum: public/private property, ease of construction, threat to property & public health, structural flooding, construction cost opinion, etc. The Project Team will work the City to rank the identified CIP projects in accordance with the ranking matrix and will produce a GIS database and project map of the project included in the initial CIP. This task assumes no detailed engineering design work will be conducted for any identified CIP projects.

Budget: \$9,020 (Lump Sum)

Task 3 Development of a SWMP LOS, COS and EOS Analysis

The Project Team will review the City's existing SWMP including applicable NPDES Stormwater Permitting issues; the existing drainage system operation and maintenance (O&M) program; the existing Drainage CIP; the erosion & sedimentation control program; the existing Watershed Protection Plan (WPP) related to sanitary sewer operations & permits; the historical and proposed SWMP funding/budget issues; as well as the City's development guidelines, ordinances and procedures as it relates to stormwater management regulation.

The Project Team will also work with the City to develop a formal EOS policy for the SWMP. This policy will outline the City's operational responsibility for various elements of the drainage system and the SWMP overall.

The Project Team will work with the City staff to review the existing SWMP LOS and the current SWMP funding level, as well as the existing SWMP funding sources. Based on our assessment of the existing SWMP, we will work with the City staff to establish the future SWMP LOS, which will serve as the basis for the future SWMP COS and SWMP funding analysis. The Project Team will work with City staff to evaluate the desired LOS and its associated COS against the future customer's service delivery expectations and their "willingness to pay" prior to establishment of the final SWMP LOS and COS. This work effort will be coordinated with the other scope of work elements outlined herein.

The Project Team will examine the organizational, management and operational structure for the future SWMP, and provide recommendations regarding the most viable options for the City to consider for implementation based on the SWMP LOS, COS and EOS issues being contemplated by the City.

Based on the EOS and LOS developed as part of this task, the Project Team will develop an estimate of the total cost to provide stormwater services, at the desired LOS, for a five year period (FY 2015 – 2020). The final cost projections will be based on policy and program decisions made by the City Council and City Staff. A detailed, five-year cost of service analysis will be developed in spreadsheet format to facilitate a "what if" analysis and to allow for incorporation into a future SW Utility rate model. Several trials and alternates will be developed to facilitate different user fee decisions within the context of developing an effective, building block SWMP and associated funding strategy.

Budget: \$5,160 (Lump Sum)

Task 3.A (optional): NPDES Phase II MS4 SWMP Assistance

The Project Team will provide hourly, as-needed assistance to the City regarding development of the SWMP document in compliance with the recently reissued NPDES Phase II MS4 Permit. The Project Team will only commence work on this task upon request in writing or email from the City, should the City be designated a Phase II community by the Georgia EPD.

Budget, \$5,000, Additional, hourly, not to exceed

Task 4 Establish Impervious Surface GIS Database.

The Project Team will obtain existing parcel, land use and public utility account data. We anticipate that the City and the Coastal Regional Commission (RDC) will provide a bulk of the data needs for our use in establishing impervious area data associated with residential and non-residential parcels. We will perform the required GIS work to establish an impervious area database layer (including both totally impervious and partially pervious land cover) for the City by using the existing aeriels and then updating the impervious area database as needed for recent development through the analysis of as-built plans and Google Earth. We assume that the City staff will assist with obtaining aerial photography data, and we also assume that the City will make site plans available for our use as well. The format of this data will be in a ArcGIS geodatabase indicating up-to-date property owners/utility account holders, location address, and other pertinent parcel and impervious area information.

In some instances, it may be necessary to verify and/or alter the location of some property/tax parcel lines to facilitate the development of the final MAF. It is assumed that the rectification work will be limited to those parcels where the ownership of the impervious surface is in question. We assume that the verification will be desk top in nature and will not involve field survey work. We also assume that the City staff will assist us in obtaining the necessary property parcel files from the City and County.

The Project Team assumes that all Non-Single Family Residential (NSFR) developed parcels will be delineated and that a 20% representative sample of the single-family residential (SFR) parcels will be delineated. Based on the City's current utility account database, the Project Team assumes that the amount of delineations to be performed is 1,818 residential or SFR customers, and 1,852 non-residential or NSFR customers, for a total of 3,670 delineations.

Based on the impervious area data developed, we will prepare a preliminary revenue projection for the future Stormwater Utility (SW Utility) and user fee charge. This information will be utilized as we finalize the future SWMP Cost of Service analysis from Task 3.

Budget: \$37,135 (Hourly, Not-To-Exceed)

Task 5: Funding Analysis

The Project Team will evaluate the potential of utilizing a SW Utility to fund the future SWMP and will provide the following information/analysis: (1) an overview of SW Utilities and (2) an opinion as to the applicability (both legally and operationally) of utilizing a SW Utility to fund the future SWMP.

SW Utility Rate Structure Analysis: The Project Team will review the various issues related to the potential SW Utility rate structure and rate methodology options and select the option(s) that best meets the City's needs. Most Georgia SW Utilities have utilized the impervious area rate methodology as a basis for their rate structure and user fee charges. This rate methodology has been upheld by the Georgia Supreme Court's ruling in 2004 for the Columbia County SW Utility and again for the Athens-Clarke County SW Utility in 2013. As such, we assume that the City

will strongly consider this approach as well. In order to complete this task, we will perform the following activities:

- Evaluate basic rate methodologies and make recommendations based on the most fair and equitable manner in which to apportion SWMP costs to the customer base;
- Evaluate modifying factors, such as residential flat rates, residential tiers, water quality factor, credits, secondary funding methods, etc. to simplify the customer account database information while at the same time ensuring equity;
- Develop a recommended SW Utility rate structure that is fair and equitable to the SW Utility customers, and that will address the City's SWMP needs and priorities.

SW Utility Rate Study: The SW Utility Rate Study will apply the future SWMP COS information as established in Task 3 to the rate methodology and rate structure recommendations for various classes of ratepayers. The primary purpose of the rate study will be to establish the billing rate for the SW Utility based on the projected SWMP LOS and COS for the parcels/customers and the total number of billing units in the MAF. The rate study exercise will be an iterative process whereby the SWMP COS and the corresponding billing rates will be balanced with each other until both an adequate funding level and acceptable user fee rate is established. The work effort will include the following activities:

- Develop a SWMP cost, billing rate and cash flow analysis spreadsheet;
- Identify and segregate costs which will be borne by the SW Utility and those borne by other secondary funding sources (i.e. SPLOST, plan review fees, etc.);
- Translate the SWMP COS into a five-year cash flow analysis for the SW Utility;
- Perform "what if" analysis until an acceptable and sufficient user fee billing rate is established to fund the future SWMP COS at the desired LOS;
- Develop a final SWMP revenue estimate;
- Convert the SW Utility financial data into the desired City budget format.

Budget: \$5,910 (Lump Sum)

Task 6: Public Education and Outreach Plan

The Project Team will develop Public Education and Outreach Plan to outline our proposed methods to educate and involve the key stakeholders and future SW Utility Customers. The objective of the education program will be to inform customers of what the local SWMP needs and priorities are and why the implementation of a SW Utility will enable the community to address these issues in a more comprehensive, pro-active and thorough manner. The Plan will likely include the following

- Create mission statement;
- Identify key stakeholders;
- Research the most effective tools to distribute information including local media, cable TV, pamphlets, utility bill stuffers, brochures, public meetings, presentations, etc; and
- Develop a Public Education and Outreach Plan (the Plan) to summarize the proposed activities that will be implemented and to guide the overall process.

Budget: \$540 (Lump Sum)

Task 7: Project Management

The Project Team will attend coordination meetings at the request of City staff. For the purposes of this task, we assume that this will include up to 4 meetings over the course of Phase 1. Per the proposal, our Project Manager, Courtney Reich, will be available to the City staff for an unlimited number of meetings/conference calls, as needed.

The Project Team plans to hold a full day meeting at the City of Statesboro whereby Project Team staff will visit each department involved in implementation of the SWMP. We expect that this day will begin with a general meeting followed by interviews with individual City department staff and personnel. The Project Team will provide the City with a list of requested information and an Agenda prior to the meeting. As needed, the Project Team will follow up with phone interviews with City personnel as the program assessment continues.

Upon completion of the Phase 1, the Project Team will present the findings to the City staff and/or the City Council.

Budget: \$6,120 (Hourly, Not-To-Exceed)

TOF 1 Schedule: The Scope of this TOF will be implemented in accordance with the schedule below:

Project Task	Time Period/Date
TOF 1: STORMWATER PROGRAM ASSESSMENT & FUNDING ANALYSIS	
Kick Off Meeting/Start Up Workshop with Staff	May 2013
Task 1: Drainage System GIS Inventory and Condition Assessment	May – Jul 2013
Task 2. CIP Evaluation & Prioritization Analysis	May – Jul 2013
Task 3. Development of a SWMP LOS, COS, and EOS Analysis	May – Aug 2013
Task 3A. NPDES Compliance Preparation	As needed
Task 4. Impervious Surface GIS Database	Aug - Oct 2013
Task 5. Funding Analysis Data Development/Impervious Surface GIS Database	Nov – Dec 2013
Task 6. Public Education and Outreach Plan	Dec 2013
Task 7. Project Management	May – Dec 2013
<i>City Council Presentation #1 SWMP Needs & Funding Options</i>	<i>Dec 2013 or Jan 2014</i>

TOF 1 Deliverables:

- GIS database, Condition Assessment, and Project Map of the Drainage System Inventory and Condition Assessment Pilot Project
- Capital Project Prioritization Matrix, Project Map, and GIS Database
- SWMP Assessment & Funding Analysis Technical Memorandum

- Summary of Drainage System Condition Assessment
- Summary of CIP
- SWMP EOS, LOS and COS
- Operations and Management Structure Recommendations for the future SWMP
- SWMP Funding Analysis
 - Rate Methodology & Rate Model Recommendations
 - Stormwater User Fee Revenue Projection
- Public Education & Outreach Plan
- Four Project Team coordination meetings
- Day-Long Meeting Workshop with City Staff Interviews
- Presentation to the City Council (Program Assessment & Funding Analysis)

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 \$74,125 as broken down below and as enumerated in the Exhibit B of the AGREEMENT.

Task 1:	\$10/structure (estimated 1,029 structures) \$10,290.
Task 2:	\$9,020 (Lump Sum)
Task 3:	\$5,160 (Lump Sum)
Task 4:	\$37,135 (Hourly, Not-To-Exceed)
Task 5:	\$5,910 (Lump Sum)
Task 6:	\$540 (Lump Sum)
Task 7:	\$6,120 (Hourly, Not-To-Exceed)

Task 3A: This task will be implemented, if needed, on an hourly, basis for an additional, not-to-exceed budget of \$5,000, only upon the specific authorization of the City staff.

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

City of Statesboro, GA

By: _____
Signature

Joe R. Brannen, Mayor

Ecological Planning Group, LLC.

By: _____
Signature

Courtney Reich, President



AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Eighteenth day of January in the year Two Thousand Thirteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Statesboro
50 East Main Street
Statesboro, Georgia 30458
Telephone Number: 912-764-5468

and the Architect:
(Name, legal status, address and other information)

Martin Rule & Associates Architects, Inc.
12 A East Grady Street
P.O. Box 1382
Statesboro, Georgia 30458
Telephone Number: 912-764-6288
Fax Number: 912-489-2640

for the following Project:
(Name, location and detailed description)

Renovations & Additions to Statesboro Fire Department
24 West Grady Street
Statesboro, Georgia 30458

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Scope: Owner's Budget for the cost of work is established at \$958,620

Program: See Attachment A

Phase 1: 7,340 SF

4 fire vehicle bays and support spaces

Pre-engineered building construction

Site Work

Phase 2: 3,640 SF

Fire Private Spaces

Adaptive re-use of existing vehicle bays

Phase 3: 3,155 SF

Fire Public Spaces

Renovations to existing conditioned space

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

| *(Paragraphs deleted)*

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

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§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services zero (0) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the

place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other (Specify)

Mediation

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension

Init.

of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Forty one thousand, three hundred eighty dollars and zero cents. (\$41,380.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Hourly Rates, Attachment B

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Hourly Rates, Attachment B

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Preliminary Design Phase 1 and 2 <i>(Row deleted)</i>	Eight thousand, three hundred eighty	dollars (8,380.00	\$
Construction Documents Phase 1	Fifteen thousand	dollars (15,000.00	\$)
Construction Documents Phase 2 and 3	Eighteen thousand	dollars (18,000.00	\$)
Total Basic Compensation	Forty one thousand three hundred eighty	dollars (41,380.00	\$

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Attachment B

Employee or Category

Rate

Init.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
(Paragraphs deleted)
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ten (10) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Init.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Joe R. Brannen Mayor

(Printed name and title)

ARCHITECT

(Signature)

John H. Rule, Architect

(Printed name and title)

Init.

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User Notes:

(1228427062)

Additions and Deletions Report for **AIA® Document B104™ – 2007**

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PAGE 1

AGREEMENT made as of the Eighteenth day of January in the year Two Thousand Thirteen

...

City of Statesboro
50 East Main Street
Statesboro, Georgia 30458
Telephone Number: 912-764-5468

...

Martin Rule & Associates Architects, Inc.
12 A East Grady Street
P.O. Box 1382
Statesboro, Georgia 30458
Telephone Number: 912-764-6288
Fax Number: 912-489-2640

...

Renovations & Additions to Statesboro Fire Department
24 West Grady Street
Statesboro, Georgia 30458

PAGE 2

Scope: Owner's Budget for the cost of work is established at \$958,620

Program: See Attachment A

Phase 1: 7,340 SF
4 fire vehicle bays and support spaces
Pre-engineered building construction
Site Work

Phase 2: 3,640 SF
Fire Private Spaces
Adaptive re-use of existing vehicle bays

Phase 3: 3,155 SF
Fire Public Spaces

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User Notes:

(1228427062)

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

~~§ 3.4.1.1~~ The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™ 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

~~§ 3.4.1.2~~ The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

~~§ 3.4.1.3~~ Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

~~§ 3.4.2.1~~ The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

~~§ 3.4.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

~~§ 3.4.2.3~~ The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

~~§ 3.4.2.4~~ When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

~~§ 3.4.2.5~~ The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

~~§ 3.4.3.1~~ The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

PAGE 5

§ 4.2.1 The Architect has included in Basic Services zero (0) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.3 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 8

☒ Other (Specify)

Mediation

PAGE 10

Forty one thousand, three hundred eighty dollars and zero cents. (\$41,380.00)

...

See Hourly Rates, Attachment B

...

See Hourly Rates, Attachment B

...

<u>Preliminary Design</u>	<u>Eight thousand, three</u>	<u>dollars (</u>	<u>8,380.00</u>	<u>\$</u>
<u>Phase 1 and 2</u>	<u>hundred eighty</u>			
<u>Design Development Phase</u>		<u>percent (</u>		<u>%)</u>
<u>Construction Documents</u>	<u>Fifteen thousand</u>	<u>percent</u>	<u>15,000.00</u>	<u>%)(\$)</u>
<u>Phase 1</u>		<u>dollars (</u>		
<u>Construction Documents</u>	<u>Eighteen thousand</u>	<u>percent</u>	<u>18,000.00</u>	<u>%)(\$)</u>
<u>Phase 2 and 3</u>		<u>dollars (</u>		

...

<u>Total Basic Compensation</u>	<u>Forty one thousand</u>	<u>percent</u>	<u>100</u>	<u>%)(\$)</u>
	<u>three hundred eighty</u>	<u>dollars (</u>	<u>41,380.00</u>	

...

Attachment B

PAGE 11

- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, standard form documents;~~
- ~~.5 Postage, handling and delivery;~~

...

- ~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ten (10) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 12

Joe R. Brannen Mayor

John H. Rule, Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John H. Rule, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:36:55 on 04/30/2013 under Order No. 4276395057_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

John H Rule

(Title)

ARCHITECT

(Dated)

4.30.13

Statesboro Fire Dept.

Renovations & Additions to Station 1: Programming

01.22.13

rev.02.21.13

rev.03.18.13

rev.04.24.13

Attendees: Wendell Turner Tim Grams Ronnie Shaw
 Frank D'archangelo John Rule Ken Newell

PHASE 1: FIRE VEHICLE BAYS AND SUPPORT SPACES	Size
Apparatus Bays (4) Pull through, Double Loaded (80'D x 78'W)	6240
Bay 1: (F)Engine 1 (30') & Squad 1 (31')	
Bay 2: (F)Bat 1 (22') & Ladder 2 (41')	
Bay 3: (F)Future Ladder (49')	
Bay 4: Café 1 (39') & Tanker 1 (30')	
Flourescent Lights (T5-T8)	
Infra Red Gas Tube Heaters (new + reuse existing)	
14x14 OH Doors w/ Remotes: All glass doors (new + possibly reuse existing)	
Normal Built-In Bay Exhaust System	
Hose Storage Racks (BO) along Bay Walls	
PPE Lockers Along Bay Walls (30) 2x2 lockers By Owner (BO)	
2 Floor Drains per Bay	
Normal Inside/Outside Hosebibbs - (2) 1.5" Truck Fill Lines inside	
Overhead Electric Shorelines at each vehicle (1 @ 220 amp)	
(2) Tool Air Connections at walls	
Sealed Concrete Floors w/ Stained Concrete Traffic Lines	
Stop and Go LEDs for each OH Door, inside	
Decon/Laundry Room: Dbl. Stainless Steel Sink w/ side boards - Emergency Shower/Eyewash - Floor Sink	240
Extractor & Hose Dryer (cuts By Owner, equipment By GC) - Residential Washer & Dryer (BO)	
Toilet Room	64
Compressor Room/Tool Shop: 10' workbench, Shelving (BO), Air Pack Rack for 10 Bottles(BO), Flam.Mat.Cab. (BO)	300
SCBA Comp (BO), Cascade w/ 6 lg bottles (BO), Tool Compressor piped to Bay (BO)	
Outside Equip. Storage Building (BO)	
Mech./Storage/Training Mezzanine(s) w/ ship's ladder(s) from bays	600
PHASE 1: TOTAL FIRE VEHICLE BAY AND SUPPORT SPACES GROSS SQUARE FOOTAGE	7340

PHASE 2: FIRE PRIVATE SPACES	Size
Dayroom: 10 people at recliners - TV - Dining/Training Table for 10 - Presentation Board	600
Kitchen with exterior door to Patio	420
1 Double Sink Deep & 1 HC Food Prep Sink	Stainless Steel Countertops
Disposal	Suppression Hood
6 Burner Gas Cooktop/Griddle	2 Gas Ovens
3 Lg. Refrigerator/Freezers w/ Ice Makers	Bunn Coffee Machine
Countertop MW Oven	Dishwasher
3 Food Lockers	
Partially Covered Outside Patio w/ low walls, 10 person table, and gas grill connection (200 sf covered)	75
(2) Officer Suites:	400
Office: Desk - File Cab - 2 Visitor Chairs (120 sf)	
Sleep Room: Bed - 3 Wardrobe Lockers (80 sf)	
Bat.Chief Sleep Room: 1 Bed, 3 Wardrobe and Desk	130
Group Bunk Room: 7 Sleep Cubicles w/ Bed and Desk each	560
Locker Room: 21 Wardrobe Lockers - Entry point to Group Bunk Room, Bat.Chief Sleep Room, and most Tlt/Shower	550
Locker Alcove: (16) Half-Lockers for Volunteers off corridor	16
(4) Toilet/Shower Rooms (85sf each) Accessed from Locker Room	340
Janitors Closet w/ mop sink & supply storage shelving	64
PHASE 2: THE PROGRAMMED SPACE AREAS ARE APPROXIMATE AND MAY BE MODIFIED BY THE FINAL DESIGN TO ACCOMMODATE EXISTING SPACE. THESE AREAS DO NOT INCLUDE CIRUCULATION SPACE AND INTERIOR WALLS THAT WILL BE INCORPORATED INTO THE DESIGN.	

PHASE 3: FIRE PUBLIC SPACES	Size
Lobby: 4 Seated Visitors and Display Space(sim. To PD Display)	200
1 HC Public Restroom	64
Vending alcove off Lobby for 2 machines and water cooler	36
Admin. Assist. Office: (2) Workstations w/ Pass Window to Lobby - Coat Closet	200
Radio/Report Room: Built-in Casework for (4) Computer Workstations - Pass Window to Lobby - Coat Closet	180
ADMINISTRATIVE SUITE:	
Chief's Office: Desk w/ return - Credenza - 2 File Cabs - Bookcase - 4 Person Conf.Table - Coat Closet	320
Dep. Chief's Office: Desk w/ return - Credenza - 2 File Cabs - Bookcase - 4 Person Conf.Table - Coat Closet	320
Training Office: Desk w/ return - Credenza - 2 File Cabs - Bookcase - 2 Visitor Chairs - Coat Closet	168
Prevention Office: Desk w/ return - Credenza - 2 File Cabs - Bookcase - 2 Visitor Chairs - Coat Closet	168
Plan Review Room: Layout Table - Hanging Files - Files - Adjacent to Prevention Office	168
Bat.Chief's Office: Desk w/ return - 3 File Cabs - Bookcase - 2 Visitor Chairs - Coat Closet	168
Inspector's Office: 4 Cubicles (80sf ea.) - 3 File Cabs - Coat Closet	400
Conference Room: 10 Person Conf. Table - Presentation Board - AV	200
Work/Break Room: Copier - Upper & Lower Cabs w/ Counter - Refrigerator - Sink - Bunn Coffee Machine	160
(2) Admin. Toilet/Shower Rooms: (1) with Toilet, Lavatory, & Shower (100 SF) - (1) with Toilet & Lavatory (64 SF)	164
IT Closet	25
PHASE 3: THE PROGRAMMED SPACE AREAS ARE APPROXIMATE AND MAY BE MODIFIED BY THE FINAL DESIGN TO ACCOMMODATE EXISTING SPACE. THESE AREAS DO NOT INCLUDE CIRUCULATION SPACE AND INTERIOR WALLS THAT WILL BE INCORPORATED INTO THE DESIGN.	

SITE:

All concrete aprons for apparatus - Car lots to be normal asphalt
Building Signage
1 flag pole w/ lighting
Conc. Filled Steel Bollards at Bay Doors
FD Parking: 30 car spaces - 1 visiting app space at drive-around lane
(2) Rear Yard Fire Hydrants BO
Trash Dumpster Required

GENERAL NOTES:

All gas appliances and equipment possible
No Sustainable Goals beyond Code Requirements
Integral Corner Guards and Chair Rail Guards at Corridors
All furniture & equipment by owner UNO

Potential Alternates:

Trailer Shed: On-Site for (4) 40' Trailers - From \$60k SPLOST (BO)
Full Building Diesel Generator

HOURLY COMPENSATION RATES

Architect I-----	\$ 150.00/hr
Architect II-----	\$ 120.00/hr
Project Manager -----	\$ 90.00/hr
Architect Intern-----	\$ 80.00/hr
Business/Office Manager-----	\$ 70.00/hr
Draftsman/CADD Operator 1-----	\$ 70.00/hr

REIMBURSABLE SCHEDULE

Mileage ----- Federal Mileage Rate x 1.20

Reproduction (In house):

Black and white: 8 1/2 x 11 -----	\$ 0.10/ea
Color: 8 1/2 x 11 -----	\$ 0.85/ea
Color: 11 x 17 -----	\$1.50/ea

Bluelines, Plots, Large Format Copies:

30 x 42 -----	\$ 3.50/ea
24 x 36 -----	\$ 2.50/ea
18 x 24 -----	\$ 2.00/ea

Large Format Bond Prints

24 x 36 -----	\$2.50/ea
18 x 24 -----	\$2.00/ea
30 x 42 -----	\$3.50/ea
30 x 21 -----	\$2.50/ea
36 x 48 -----	\$4.50/ea
12 x 18 -----	\$1.50/ea
11 x 17 -----	\$1.50/ea

Large Format Reproducibles

24 x 36 -----	\$12.00/ea
30 x 42 -----	\$15.00/ea

Presentation Charges

30 x 42 Color Plot -----	\$60.00/ea
30 x 42 Color Plot on Board -----	\$80.00/ea
24 x 36 Color Plot -----	\$45.00/ea
24 x 36 Color Plot on Board -----	\$65.00/ea

CD of Drawings ----- \$1 per drawing on CD

Specifications ----- \$75.00/ea

Postage ----- Cost x 1.20

Travel (Authorized out-of-town)----- Cost x 1.20

City of Statesboro Watershed Protection Plan

Submitted to

**GaDNR-Ga-EPD
Watershed Protection Branch
Watershed Planning and Monitoring Program
4220 International Parkway, Suite 101
Atlanta, GA 30354**

Prepared by



**Hussey, Gay, Bell and DeYoung, Inc.
329 Commercial Drive
Savannah, Georgia 31406**

March 2013

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Appendix

Figure 1: Sewer Service Area Test America Cost Estimate

Section 1 Introduction

1.1 Purpose

The purpose of the Statesboro Watershed Protection Plan is to present a strategy for protecting existing water quality within the Statesboro Water Pollution Control Plant (WPCP) service area (**Figure 1**). The Watershed Protection Plan, or portions of the plan, will be incorporated into the Statesboro WPCP National Pollutant Discharge Elimination System (NPDES) Permit. The Watershed Protection Plan has been developed in accordance with Georgia Environmental Protection (EPD) “Watershed Assessment and Protection Plan Guidance: Phase III, Watershed Protection Plans”, dated March 23, 2005.

1.2 Background

A Watershed Assessment for Statesboro was completed by Hussey, Gay, Bell & DeYoung, Inc. in accordance with Georgia EPD guidelines and approval was received from EPD on October 23, 2012. The Watershed Assessment is the basis for development of the Statesboro Watershed Protection Plan. The Watershed Protection Plan identifies Best Management Practices and long term water quality monitoring to protect the existing water quality with the Statesboro sewer service area.

Section 2 Legal Authority

2.1 Political Jurisdiction

2.1.1 Local Governments and Agencies

City of Statesboro
Mayor and Council
50 East Main Street
Statesboro, Georgia 30458
Phone: (912) 764-5468

2.1.2 Local Zoning and Development Agencies

City of Statesboro
Zoning Manager
50 East Main Street
Statesboro, Georgia 30458
Phone: (912) 764-5468

2.1.3 Resources Available for Implementation

Statesboro Department of Planning and Zoning has code enforcement officers that conduct routine patrols, the Department of Public Works makes annual inspection of stormwater facilities and responds to any reports of problems, and the Water and Sewer Department conducts and makes inspections at the wastewater pollution control plant, conveyance lines and lift stations.

All of these resources will be utilized for implementation of the Statesboro Watershed Protection Plan where applicable.

2.2 Code and Regulation Evaluation

2.2.1 Ordinances

Statesboro has regulations in place (i.e. Engineering Design Standards, Zoning Ordinances, etc.) that require compliance with all local and state regulations pertaining to water quality and stormwater management. A complete listing of the City of Statesboro's ordinances can be found online at www.municode.com. A summary of a few of the more pertinent ordinances are provided below.

Chapter 38 – Environmental

This chapter covers stormwater management, erosion and sedimentation control, development requirements and subdivisions. This code enforces the type of structures that can be built, density of building, stormwater plans for development, buffers for streams (typically a minimum of 25-feet), minimum lot sizes, etc. The land development code is designed to provide guidelines for development with minimal impacts to the adjacent properties and the environment. The following excerpt is provided for reference:

ARTICLE III. - DRAINAGE CONTROL

DIVISION 2. - DESIGN AND MAINTENANCE STANDARDS

Chapter 82 – Sewer Service

This chapter of ordinances covers the City's sewer system. It enforces the use of public sewer where available within the City's jurisdiction and outlines the requirements for private sewer system, where applicable. The following excerpt is provided for reference:

DIVISION 2. - PRIVATE SEWAGE DISPOSAL SYSTEMS

DIVISION 3. - BUILDING SEWERS AND CONNECTIONS

DIVISION 4. - USE OF PUBLIC SEWERS

ARTICLE V. - PROTECTION OF UNDERGROUND UTILITIES

ARTICLE VI. - WATER CONSERVATION AND DROUGHT MANAGEMENT

Chapter 86 – Vegetation

This chapter covers vegetative measures to protect the aesthetic quality by the natural tree cover on tracts of land being converted to urban development; protect and enhance the aesthetic quality provided by street and park trees, prevent soil erosion, prevent reductions in the drainage holding capacity of land, prevent increases and promote reductions in air pollution and carbon dioxide levels in the air. The following excerpt is provided for reference:

Chapter 86 - VEGETATION

ARTICLE II. - URBAN FOREST BEAUTIFICATION AND CONSERVATION

DIVISION 2. - PRINCIPLES AND STANDARDS FOR GREENSPACES, TREE PROTECTION, TREE ESTABLISHMENT AND LANDSCAPING

DIVISION 4. - LAND CLEARING ACTIVITIES

DIVISION 5. - PUBLIC TREE PLANTING

DIVISION 6. - PUBLIC TREE CARE

2.2.2 Land Use Plans

The predominant land use within the Statesboro WPCP service area is residential. Residential development is largely made up of single family homes. There are pockets of commercial, industrial, and public institutional areas within the sewer service area.

Land use has been compiled from zoning maps and is anticipated to increase in commercial, residential, and roads/transportation.

2.2.3 New Development Plans

Any new development plans will be reviewed and approved by the City of Statesboro prior to construction. The city has jurisdiction over all development within the City of Statesboro area.

2.2.4 Storm Water Management Plans

Statesboro does not hold a MS4 Phase I permit (GA EPD, 2012) for the discharge of storm water. Statesboro has developed and implemented a Stormwater Management Plan. This Plan will be part of the Watershed Protection Plan.

2.2.5 Water and Sewer System Upgrades

Statesboro currently inspects all new water and sewer infrastructure prior to acceptance. In addition, the city routinely checks existing infrastructure for inflow and infiltration. The city has complete jurisdiction over all water and sewer lines within its service area.

Statesboro develops a capital improvement project list to be included in the annual Water and Sewer Fund budget. These capital improvements improve the collection and treatment of wastewater from the Statesboro service area and ensure compliance with all water and sewer regulations.

2.2.6 Parks and Recreation

Statesboro has control over its parks and recreation areas. In addition, some areas are maintained by Bulloch County. All areas are routinely monitored for any potential adverse affects to the environment.

2.2.7 Green Space Program

The City of Statesboro has a Vegetation Ordinance (Chapter 86) which provides measures to protect the aesthetic quality by the natural tree cover on tracts of land being converted to urban development; protect and enhance the aesthetic quality provided by street and park trees, prevent soil erosion, prevent reductions in the drainage holding capacity of land, prevent increases and promote reductions in air pollution and carbon dioxide levels in the air.

Section 3 Funding

3.1 Implementation Costs

Statesboro will have to include additional resources in its water and sewer budget for any new best management practices or water quality monitoring that is required to implement the Watershed Protection Plan. Existing personnel and resources will be used as much as possible to help defray the cost of implementation and/or inspection of best management practices.

The following is an estimate of the long-term cost for implementation of the Watershed Protection Plan:

Annual Cost Estimate

Annual Water Quality & Biological Sampling	\$	6,400.00
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References for the above costs have been included in the appendix.

3.2 Potential Sources of Funding

Local governments can utilize various funding methods including taxes, service charges, fees, exactions and assessments to fund and implement the plan. Successful funding typically does not utilize a single funding method; rather a blend of several methods are utilized to fund the regulatory requirements, operation and maintenance, planning, engineering, development of regulations and legal requirements. The following is a list various funding options:

- General Fund Appropriations
- Bond for Capital Improvement
 - General Obligation Bonds
 - Revenue Bonds
- State Revolving Funds
- In-lieu of Construction Cost
- Impact Fees
- Developer Extension/Latecomer Fees
- Special Purpose Local Option Sales Tax (SPLOST)
- Federal Highway Administration Grant Programs (TEA 21)
- United States Army Corps of Engineering (ACOE) grants

It is likely that funding for implementation of the Watershed Protection Plan will come largely from revenue generated by the water and sewer rate structure. It is possible, that a portion of the plan could be paid for from the public works budget as the plan is designed to prevent non-point source pollution associated with development. The city will determine how best to fund the Watershed Protection Plan once the annual costs are known.

Section 4 Identification of Pollutant Sources

4.1 Pollutant Sources Requiring Control and Management

The following is a summary of the water quality data collected as part of the Watershed Assessment. This summary will be used as a baseline for comparison with future water quality data collected as part of the Watershed Protection Plan. As described and illustrated in the approved "Statesboro Watershed Assessment Watershed Monitoring Plan, October 2012," four (4) study sites were designated as locations for collecting water quality samples and bacteria samples.

Chemical Water Quality Data:

As part of the Statesboro Watershed Assessment, chemical data were collected at each site for a series of events from January to October of 2011.

Site 1 – Little Lotts Creek - Upstream

Chemical analyses of samples collected from Site 1 did not indicate elevated levels of pH, total suspended solids (TSS), biochemical oxygen demand (BOD₅) chemical oxygen demand (COD), or total phosphorus or ammonia. Dissolved oxygen was below the range of 5-6 mg/L on average with one sample above range. Since Little Lotts Creek does not support fish, meeting this criterion is not detrimental. Cadmium (Cd), Copper, (Cu), Lead (Pb), and Zinc (Zn) concentrations were below detection limits; therefore metal concentrations were non-detectable at the site.

Site 2 – Little Lotts Creek - Downstream

Chemical analyses of samples collected from Site 2 did not indicate elevated levels of pH, total suspended solids (TSS), biochemical oxygen demand (BOD₅) chemical oxygen demand (COD), or total phosphorus or ammonia. It should be noted that total phosphorus did exceed the limit by 0.2 mg/L for one of the four samples. Dissolved oxygen was slightly above the range of 5-6 mg/L. Since Little Lotts Creek does not support fish and the values were only slightly out of range, meeting this criterion is not detrimental. Cadmium (Cd), Copper, (Cu) and Lead (Pb) concentrations were below detection limits; therefore these metal concentrations were non-detectable at the site. Total and dissolved zinc (Zn) was reported at 30 ug/L for the summer event, however non-detectable for the winter event. The elevated Zn concentrations were above the total and dissolved water quality criteria set by Georgia Department of Natural Resources, Environment Protection Division for fresh water acute and chronic at the hardness adjusted water quality criteria.

Site 3 – Lake Sal

Chemical analyses of samples collected from Site 3 did not indicate elevated levels of pH, biochemical oxygen demand (BOD₅) chemical oxygen demand (COD), or total phosphorus or ammonia. Total suspended solids (TSS) were 120.4 mg/L above the limit on July 26, 2011, however all other samples were well below the limit. On average, dissolved oxygen was below the range of 5-6 mg/L. Cadmium (Cd), Copper, (Cu) and Lead (Pb) concentrations were below detection limits; therefore these metal concentrations were non-detectable at the site. Total zinc (Zn) was reported at 22 ug/L and dissolved was reported at 23 ug/L for the summer event, however non-detectable for the winter event. The elevated Zn concentrations were not above the total and dissolved water quality criteria set by Georgia Department of Natural Resources, Environment Protection Division for fresh water acute and chronic at the hardness adjusted water quality criteria.

Since Site 3 is stormwater driven; future sampling shall be measured during wet weather events in order to collect creditable samples. The Watershed Protection Plan recommends Site 3 to remain due to the historical data collected thus far, as well as, because it offers an optimum representation of the City of Statesboro's northern storm water characteristics.

Site 4 – Statesboro WPCP

Chemical analyses of samples collected from Site 4 did not indicate elevated levels of pH, total suspended solids (TSS), biochemical oxygen demand (BOD₅) chemical oxygen demand (COD), or total phosphorus or ammonia. Dissolved oxygen was above the range of 5-6 mg/L with an average of 7.21 mg/L. It should be noted the sample taken on July 26, 2011 did meet the dissolved oxygen range. Since Little Lotts Creek does not support fish, meeting this criterion is not detrimental. Cadmium (Cd), Copper, (Cu) and Lead (Pb) concentrations were below detection limits; therefore these metal concentrations were non-detectable at the site. Total zinc (Zn) was reported at 24 ug/L and dissolved was non-detectable for the winter event. Total Zn was reported at 25 ug/L and dissolved was reported at 22 ug/L for the summer events. The elevated Zn concentrations were not above the total and dissolved water quality criteria set by Georgia Department of Natural Resources, Environment Protection Division for fresh water acute and chronic at the hardness adjusted water quality criteria.

Chemical Water Quality Conclusions

Only Zinc for Site 2 in the summer event reported a total and dissolved metal concentration exceeding the metals criteria. Values are presented if “total” or “dissolved” concentrations were above guideline values.

Based on the results of water quality analyses, the waters associated with this project do not appear to be significantly impacted by metals. Zinc was detected for Sites 2, 3, and 4 however they did not exceed the State Water Quality Criteria and only Site 2 exceeded the hardness adjusted water quality criteria for acute & chronic. None of the non-metallic contaminants are considered to be of concern. Dissolved oxygen was either below or above the acceptable range for all samples. Total suspended solids were significantly elevated on July 26, 2011 at Site 3. Without more knowledge of what occurred on or before this sampling date, it is difficult to speculate whether stormwater runoff, illicit discharge, spill, or some other source may have resulted in the elevated TSS on this day. During the multiple sampling events, the elevated contaminant concentration appears to have been an isolated incidence. The water hardness measured at these sites were either 34.2 or 51.3 mg/L which is close to 50 mg/L, GA EPD's assumption of hardness for calculating limits of metals.

The laboratory minimum detection limits for metals, were 5 ug/L for Cadmium, 20 ug/L for Copper, 10 ug/L for Lead, and 20 ug/L for Zinc. Due to the high minimum detection limits during Phase I & II, the Watershed Protection Plan requires all future metals analysis to have a laboratory minimum detection limits at or below the following values:

Cadmium: 0.7 ug/L

Copper: 5 ug/L

Lead: 1 ug/L

Zinc: 10 ug/L

Additionally, all future grab samples shall be analyzed for hardness.

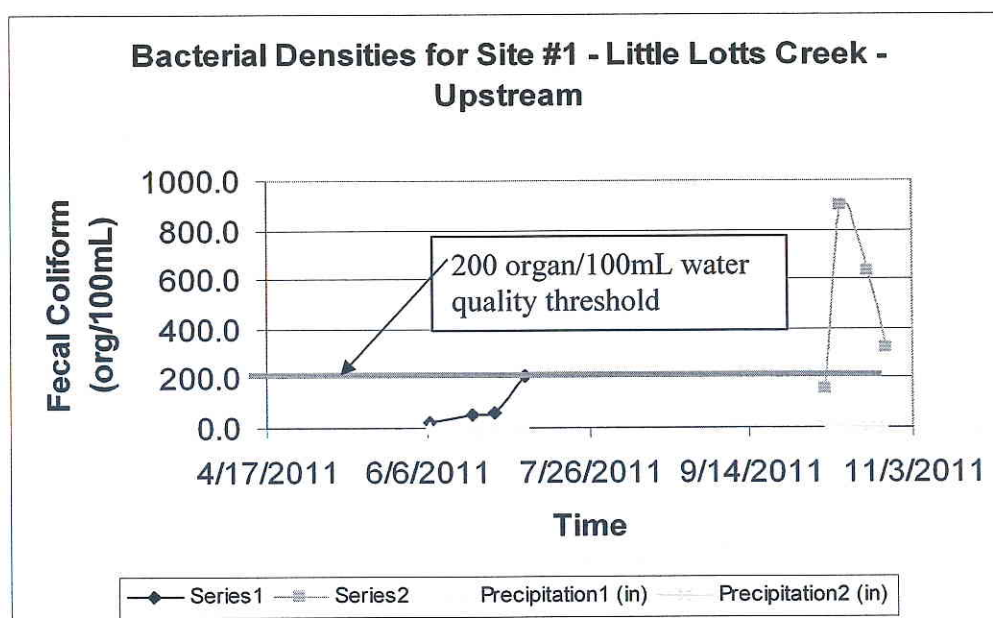
Bacterial Water Quality Data:

Prior to the revision to the Water Quality Criteria (1986), the National Technical Advisory Committee to the Secretary of the Interior, Water Quality Criteria (1967), and the USEPA approved version of Georgia's water quality standards (March 15, 2012) recommend that for the months of May through October, when water contact recreation activities are expected to occur, fecal coliform is not to exceed a geometric mean of 200 organisms/100ml. Should water quality and sanitary studies show fecal coliform levels from non-human sources exceed 200 organisms/100ml (geometric mean) occasionally, then the allowable geometric mean fecal coliform shall not exceed 500 organisms/100ml in free flowing freshwater streams. By comparison, Metcalf and Eddy (2003) reported typical untreated domestic wastewater concentrations of fecal coliform ranging from 10^5 organisms/100ml (considered "low strength" wastewater) to 10^8 organisms/100ml ("high strength" wastewater).

Site 1 – Little Lotts Creek - Upstream

Fecal coliform colonies were below water quality standards at Site 1 during June of 2011, but were elevated in July. The fecal coliform colonies were below water quality standards on October 7, 2011, but were elevated for the remainder of the samples in October. Fecal coliform concentrations (geometric means) were 66.35 organisms/100ml and 413.31 organisms/100ml in June/July and October, respectively. **Figure 4-1** below represents the bacterial densities during the summer and winter months and their relationship to recorded precipitation documented by WTOC Weather Archives for the Statesboro Remote Station.

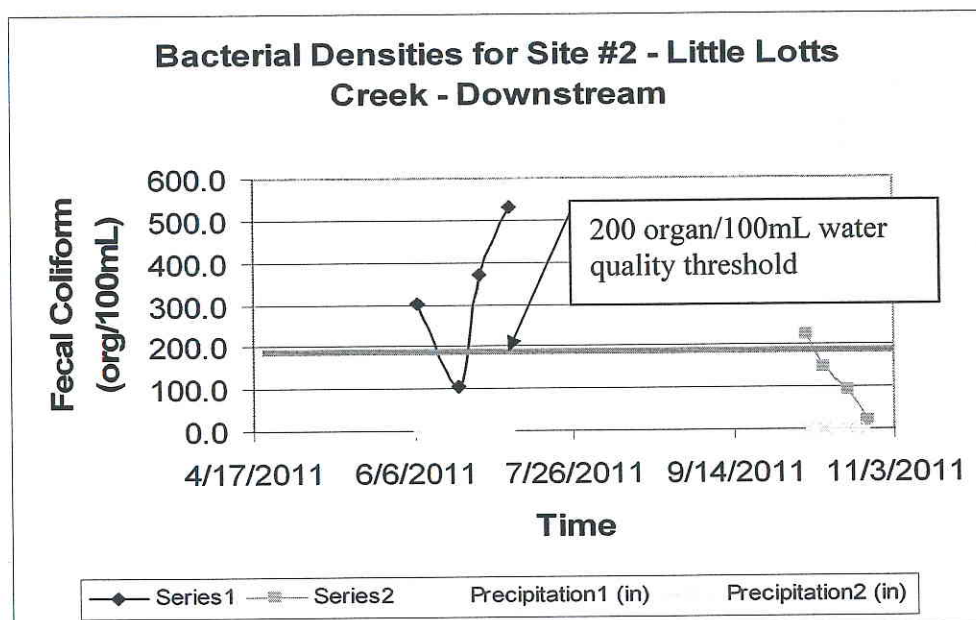
Figure 4-1 Bacterial Densities for Site #1 – Little Lotts Creek - Upstream



Site 2 – Little Lotts Creek - Downstream

Fecal coliform colonies were above water quality standards at Site 2 in June/July 2011 for three (3) out of the four (4) samples. Fecal coliform colonies were below water quality standards in October for three (3) out of the four (4) samples. Fecal coliform concentrations (geometric means) were 282.85 organisms/100ml and 83.96 organisms/100ml in June/July and October, respectively. **Figure 4-2** below represents the bacterial densities during the summer and winter months and their relationship to recorded precipitation documented by WTOC Weather Archives for the Statesboro Remote Station.

Figure 4-2 Bacterial Densities for Site #2 – Little Lotts Creek - Downstream



Site 3 – Lake Sal

The stream did not have flow during the months of June/July and October. Therefore, there are no results for Site 3.

The Watershed Protection Plan recommends Site 3 to remain due to the historical data collected thus far, as well as, because it offers an optimum representation of the City of Statesboro's northern storm water characteristics.

Site 4 – Statesboro WPCP

Fecal coliform colonies were less than 6.67 organisms/100ml on July 7, 2011; far below water quality standards. The stream did not have flow during the months of June and October; therefore there are no additional results recorded. Fecal coliform concentrations (geometric means) were less than 6.67 organisms/100ml in July.

Conclusions

In June/July, fecal coliform concentrations were below water quality guidelines at Sites 1 and 4, but elevated for Site 2. In October, concentrations were elevated for Site 1, but below water quality guidelines for Site 2. The stream did not have flow during the months of June/July and October for Site 3; therefore there are no samples recorded. The same was true for Site 4 during the October sampling period.

In June/July, the most elevated sample was at Site 2 recorded at 533.3 organisms/100ml or 2.7 times higher than the accepted water quality guidelines. The lowest sample, for June/July, was at Site 4 recorded at less than 6.67 organisms/100ml. In October, the most elevated sample was at Site 1 recorded at 900.0 organisms/100ml or 4.5 times higher than the accepted water quality guidelines. The lowest sample, for October, was at Site 2 recorded at 16.6 organisms/100ml. These observations indicate an apparent input or source of human or animal waste (or inadequately treated waste) entering the watershed.

Overall, there does appear to be an incline in fecal coliform concentrations during the summer months and a decline of fecal coliform concentrations during the winter months. The geometric means of fecal coliform concentrations are within the state's water quality standards. There were occasions where the geometric means exceeded the 200 organisms/100ml criteria, however, the standards allow for these occasions to not exceed 500 organisms/100ml; this criterion was met for those occasional elevated geometric means. There does not appear to be a trend in the relationship of the fecal coliform concentrations to precipitation during the months of June, July, and October 2011. A possible explanation for elevated bacterial concentrations at these sites is the presence of inadequate septic systems in the region. The fact that bacterial concentrations increased in the summer supports this notion. Rain events could cause insufficiently treated wastewater from these systems to mobilize towards Little Lotts Creek. Annual monitoring and sampling of these sites will help in determining the causes of elevated fecal concentrations.

Fish Data:

As stated in the Watershed Assessment, biological and fish monitoring was not conducted within the Statesboro WPCP service area watershed because all streams are rain driven and not natural.

Macroinvertebrates:

As stated in the Watershed Assessment, biological and fish monitoring was not conducted within the Statesboro WPCP service area watershed because all streams are rain driven and not natural.

4.2 Present Extent of Pollutant Sources

Future water quality violations could include fecal coliform, dissolved oxygen (particularly in the summer months), and metals. Low dissolved oxygen concentration is typical in blackwater streams in Georgia. We would recommend metals be included in the long term monitoring to determine if there are any additional violations including using the minimum laboratory detection limits as noted above.

4.3 Estimated Load Reductions

The city's continued efforts to provide public education and implement best management practices will help minimize the impacts of non-point source pollution on the environment.

Section 5 Best Management Practices

5.1 Structural Best Management Practices

The City of Statesboro will continue to require and maintain various structural best management practices for protection from non-point source pollution. The city will implement the best management practices described below.

Environmental Restoration and Maintenance

All new development within the service area must abide by Statesboro's development standards for buffers and wetlands. The city continues to work proactively to protect environmentally sensitive areas throughout the service area including marshes, wetlands, and creeks. All of these natural environments provide protection from non-point source pollution.

Stormwater Detention/Retention Ponds

Any new development proposed within the Statesboro WPCP service area requires compliance with all local, state and federal regulations regarding pollutant discharges. All new construction, including single-family homes, requires an engineered drainage plan showing that runoff coming from the property will not be increased by any addition of impervious surfaces; therefore, existing water quality should not be degraded by future development. Currently, no retrofits are required on existing structures within the watershed.

Septic Tank Maintenance and Repair

Septic tanks are prohibited where public sewer is available. The city does everything possible to educate residents with private sewer disposal systems on proper operation and maintenance. The city code requires that all private systems be operated and maintained in a sanitary manner.

5.2 Non-structural Best Management Practices

The City of Statesboro will also use a variety of non-structural best management practices to reduce the impacts from non-point source pollution. The city currently does a lot of educational outreach including Adopt-a-Highway and Adopt-a-Wetland, as well as public service announcements and brochures are available at city hall and short-term rental venues. These programs are designed to educate residents and travelers to help maintain environmental standards. Listed below are several other non-structural programs currently in use by the City of Statesboro.

Outreach Programs

Statesboro participates in a number of outreach programs to help better inform its residents of the need to protect water quality. Statesboro will continue to provide literature to its residents, water and sewer customers and schools to better inform the public about water quality.

Septic Tank Surveys

Statesboro will continue to monitor developments with septic tanks and work jointly with Bulloch County to identify septic tanks within the Statesboro service area. Statesboro will encourage residents to connect to public sewers when they are available in areas where septic tanks are currently in use.

Illicit Discharge Detection and Elimination

Statesboro has an on-going program for the reduction of inflow and infiltration (I&I), as well as the control of illicit discharges. In the last several years, the city has conducted video inspections of the sewer system. The city identifies the areas of improvements and repairs the sewer system as needed. I&I repairs have reduced the amount of stormwater in the sanitary sewer system significantly.

Statesboro will continue to inspect storm sewer collection systems during dry periods for illicit discharges of sewage. All illicit discharges will be corrected immediately.

Greenspace

The City of Statesboro has a Vegetation Ordinance (Chapter 86) which provides measures to protect the aesthetic quality by the natural tree cover on tracts of land being converted to urban development; protect and enhance the aesthetic quality provided by street and park trees, prevent soil erosion, prevent reductions in the drainage holding capacity of land, prevent increases and promote reductions in air pollution and carbon dioxide levels in the air.

Erosion and Sedimentation Inspections

The local office of the Natural Resource Conservation Service (NRCS) currently conducts inspections for compliance with Erosion and Sediment Control practices set by the state commission. These inspections will continue, as well as any necessary inspections by the city during construction of new developments.

Street Sweeping

The City of Statesboro's Streets Department also maintains storm water quality by the use of street sweeping and maintaining drainage structures. These practices will continue to take place.

Section 6 Management Measures for 303(d) Stream Segments

Not applicable. There are no 303(d) Listed Stream Segments within the study area.

Section 7 Schedule for Implementation

Statesboro is working to coordinate long-term water quality monitoring, as required by the Watershed Monitoring Plan, and other regulatory programs into one consolidated effort. Water quality sampling will begin following EPD's approval of the Watershed Protection Plan. We anticipate sampling to begin by May 2013. The City of Statesboro will submit the Annual Reports to GAEPD on June 30th of each year.

Section 8 Long Term Monitoring

8.1 Purpose and Objectives

The purpose of the long-term monitoring plan is to determine that existing water quality is being maintained with the Statesboro WPCP service area.

Four monitoring stations were selected to assess the present conditions of the watersheds within the Statesboro WPCP service area and are listed below in **Table 8-1**. All sites represent a confluent point for stormwater flowing through the City's service area. These stations are located on the Little Lotts Creek and will be monitored for water quality influences.

8.2 Long Term Monitoring Practices

8.2.1 Overview

The Statesboro Water Quality Monitoring Program is a continuation of water quality sampling completed for the Statesboro Watershed Assessment. Water quality samples will continue to be collected using the same procedures developed for the Watershed Assessment; using the more stringent minimum laboratory detection limits for metals. Water quality data will be reviewed for possible modification of the Watershed Protection Plan. The Statesboro Water and Sewer Department will be responsible for implementing the monitoring program.

8.2.2 Sampling Locations

The City will utilize the four original monitoring sites for long term monitoring of the sewer service area. **Table 8-2** represents where the city proposes to continue long term monitoring at the following locations.

Table 8-2 Long Term Monitoring Locations

Station ID	Station Name	GPS Coordinates	GPS Coordinates
1	Little Lotts Creek – Upstream	32°23'46" N 81°26'23" W	32.29611 -81.77306
2	Little Lotts Creek – Downstream	32°23'36" N 81°46'22" W	32.39333 -81.77278
3	Lake Sal	32°28'22" N 81°47'11" W	32.4728 -81.7864
4	Statesboro WPCP	32°24'44" N 81°45'38" W	32.41222 -81.76056

Since Site 3 is stormwater driven; future sampling shall be measured during wet weather events in order to collect creditable samples. The Watershed Protection Plan recommends Site 3 to remain due to the historical data collected thus far, as well as, because it offers an optimum representation of the City of Statesboro's northern storm water characteristics.

8.2.3 Monitoring Schedule

Water quality samples will be collected on a quarterly basis. At least one of the quarterly samples shall be a wet weather sample for Sites 1 & 2. At least two of the quarterly samples shall be a wet weather sample for Sites 3 & 4. Samples should be collected between May and October in years when biological sampling is not conducted. Wet weather samples are to be collected within 24-hours of rainfall greater than 0.2-inches. Dry weather samples are to be collected after a 72-hour period with less than 0.1-inches of rainfall. Sampling Schedule is shown below in **Table 8-3**.

Georgia's *Rules and Regulations for Water Quality Control* now requires that fecal coliform testing be "based on at least four samples from a given sampling site over a 30-day period at intervals no less than 24 hours." Since sampling is conducted once a quarter, four samples over a 30-day period must be collected each quarter for fecal coliform testing (i.e. three additional samples must be collected from each site within 30 days of the initial quarterly sampling for fecal

coliform analysis only). However, based on site conditions, two (2) geometric mean samples will be collected between May and October for Sites 1 & 2, and one (1) geometric mean samples will be collected for Sites 3 & 4 as previously performed in the Watershed Assessment Report.

The annual sampling required for the Watershed Protection Plan is presented in **Table 8-3**. Additional samples may be collected if significant changes in water quality are detected or if anomalies in the data are suspected. A significant change is defined as a violation of a water quality standard not previously identified in the Watershed Assessment.

Table 8-3 Statesboro Annual Water Quality Sampling

Site Number	Sampling Site	Annual Dry Weather Samples Required	Annual Wet Weather Samples Required	Fecal Coliform Geometric Mean Samples Required**
1	Little Lotts Creek – Upstream	3	1	2
2	Little Lotts Creek – Downstream	3	1	2
3	Lake Sal	2*	2	1
4	Statesboro WPCP	2	2	1

* If available/applicable

** Geometric mean equates to 4 samples for a given site

8.2.4 Biological Monitoring

Macroinvertebrate and habitat assessments will not be conducted with reasons as mentioned in the Watershed Assessment.

8.2.5 Fish Sampling

Fish sampling of the Statesboro watershed will not be conducted with reasons as mentioned in the Watershed Assessment.

8.2.6 Monitoring Procedures

Water quality samples are to be collected from a single grab sample at each location. Grab samples are to be distributed among four sample collection containers for the analysis of fecal coliform, nutrients and total suspended solids (TSS). Fecal coliform samples are to be collected first to minimize the risk of contamination. All sample containers will be kept on wet ice in coolers before

and after sample collection. All collection containers will be labeled in the field at the time of sample collection.

In-stream dissolved oxygen (DO) levels, in-stream water temperature, pH and air temperature will be measured at the time of sample collection, including bacteria sampling. Stream flow will be measured as the distance from the bridge to the water surface at each of the sampling locations. Visual observations of the surrounding conditions will be recorded at each site at the time of sample collection. Digital photographs of the sampling sites will be taken whenever possible.

If after five (5) years of metals samples no problems are indicated, the City can request to eliminate metals sampling from the Watershed Protection Plan.

8.2.7 Analytical Parameters

All samples are to be analyzed by a laboratory approved by the Georgia Environmental Protection Division and the City of Statesboro.

Water quality samples are to be analyzed for the following constituents in accordance with Georgia EPD and EPA standard methods:

- Temperature, both water and air
- pH
- Dissolved oxygen
- Specific conductance
- Turbidity
- BOD₅
- COD
- TSS
- Phosphorus (total and ortho)
- Nitrogen (TKN, ammonia, NO₃/NO₄)
- Metals (Cd, Cu, Pb, Zn), dissolved only
- Hardness
- Fecal coliform

The analytical methods and detections limits proposed to be used for the above constituents are shown below in **Table 8-4**. All analyses will be conducted using approved test procedures set forth in 40 CFR Part 136.

Table 8-4 Water quality methods and detection limits

Parameter	Instrument/Method Used	Units	Range/Detection Limit
Air Temperature	Thermometer	°F	0 - 120
Water Temperature	YSI 556	°C	(-)5 - 45
pH	YSI 556	---	0 - 14
Conductivity	YSI 556	mS/cm	0 - 200
Salinity	YSI 556	ppt	0 - 70
Turbidity	YSI 556	NTU	0 - 800
Dissolved Oxygen	YSI 556	mg/L	0 - 50
Fecal Coliform	SM9222D	org/100m	1.0
Biochemical Oxygen Demand, 5	SM 5210 B	mg/L	2.0
Chemical Oxygen Demand	HACH 8000	mg/L	27.8
Total Suspended Solids	EPA 160.2	mg/L	3.37
Phosphorus, Total	EPA 365.3	mg/L	0.03
Phosphate, Ortho	EPA 365.3	mg/L	0.008
Total Kjeldahl Nitrogen	EPA 351.4	mg/L	0.12
Nitrogen, Ammonia	EPA 350.3	mg/L	0.04
Nitrogen, NO ₂ /NO ₃	SM 4500 NO3 E	mg/L	0.007
Total Hardness	EPA 130.2	mg/L	2.7
Total Cadmium	EPA 200.7	mg/L	0.00006
Total Copper	EPA 200.7	mg/L	0.00062
Total Lead	EPA 200.7	mg/L	0.001
Total Zinc	EPA 200.7	mg/L	0.00004
Dissolved Cadmium	EPA 200.7	mg/L	0.00006
Dissolved Copper	EPA 200.7	mg/L	0.00062
Dissolved Lead	EPA 200.7	mg/L	0.001
Dissolved Zinc	EPA 200.7	mg/L	0.00004

Section 9 Reporting Requirements

Once the Watershed Protection Plan is approved, the City of Statesboro will submit the following to EPD on June 30th of each year:

9.1 Annual Certification of Watershed Protection Plan

9.2 Electronic Submittal of the Long-Term Trend Monitoring Data

Water quality data will be compiled annually in electronic format by the City of Statesboro. Data will be submitted electronically and by hard copy to the Georgia EPD in conjunction with the annual reporting required for the Statesboro WPCP NPDES permit.

As part of the electronic data submittal to EPD, the following items should be included:

- Long-term trend water quality monitoring data using EPD's excel template, available on GaEPD's website
- Long-term habitat and biological monitoring data
- Electronic copies of all field data sheets, laboratory taxa lists, and
- GIS coverages of the City's jurisdictional limits, service area and subwatershed delineations, unless already submitted.
- Completed Level of Effort forms
- Photographs of the sample sites for each of the sample events

9.3 Progress Report

9.3.1 Source and Treatment Controls

Source and treatment controls presented herein will be implemented by the City of Statesboro in the city's sewer service area. Source and treatment controls are largely comprised of best management practices, development guidelines and ordinances currently used by Statesboro. Specific details will be provided annually as to which BMPs have been implemented or any specific actions that the city has taken to improve water quality in the service area.

9.3.2 Monitoring Program

The Monitoring Program for the Statesboro WPCP service area will be implemented once the Statesboro Watershed Protection Plan is approved by EPD and adopted by the City of Statesboro city council. Samples will be collected quarterly. Water Quality data will be reviewed annually to determine whether water quality has remained the same, improved or degraded.

9.3.3 Watershed Protection Plan Evaluation

Evaluation of the Watershed Protection Plan will help to ensure that the plan is maintaining existing water quality in the Statesboro WPCP service area. At the end of each year, the plan, including both goals and management practices will be evaluated in terms of the monitoring results from that year. This evaluation will be conducted by the City of Statesboro. If no significant change in water quality is observed, the Watershed Protection Plan is deemed effective. If a significant change in water quality is observed, the Watershed Protection Plan will be reviewed by the city to determine whether modification is necessary in order to maintain water quality within the service area.

9.3.4 Watershed Protection Plan Modification

The Watershed Protection Plan can easily be modified to ensure protection of existing water quality in the Statesboro WPCP service area. The plan consists of controls for preventing potential pollutants from entering receiving waters in the service area and a monitoring program to assess whether water quality objectives are being met. Additional controls can be added to the plan to help accommodate for changes in technology or approaches to watershed management. The plan allows for additional samples, sampling locations and/or sampling parameters to be added to ensure accurate and representative water quality data is collected. The plan can be tailored to the individual needs of the Statesboro WPCP service area as well as any changes in applicable local or state regulations.

The Watershed Protection Plan will be reviewed whenever water quality objectives are not being met to determine whether modifications are necessary. The City of Statesboro will determine what changes, if any, need to be made to the plan, and decide if the modifications are to be made internally or by a third-party consultant. Modification of the Watershed Protection Plan should be discussed with the Georgia EPD to ensure regulatory compliance, particularly if the plan is incorporated into the City of Statesboro WPCP NPDES permit.

The City should utilize the resources of GAEPD's Non-Point Source Program (NPSP), which provides assistance with both non-point source pollution

management grants and environmental education and outreach opportunities. NPSP resources and contacts can be found at:

Non-Point Source Pollution Management Grant information:

http://www.gaepd.org/Documents/epdforms_wpb.htm#nps

Watershed Protection Branch Outreach Programs:

<http://www.georgiaadoptastream.org/>

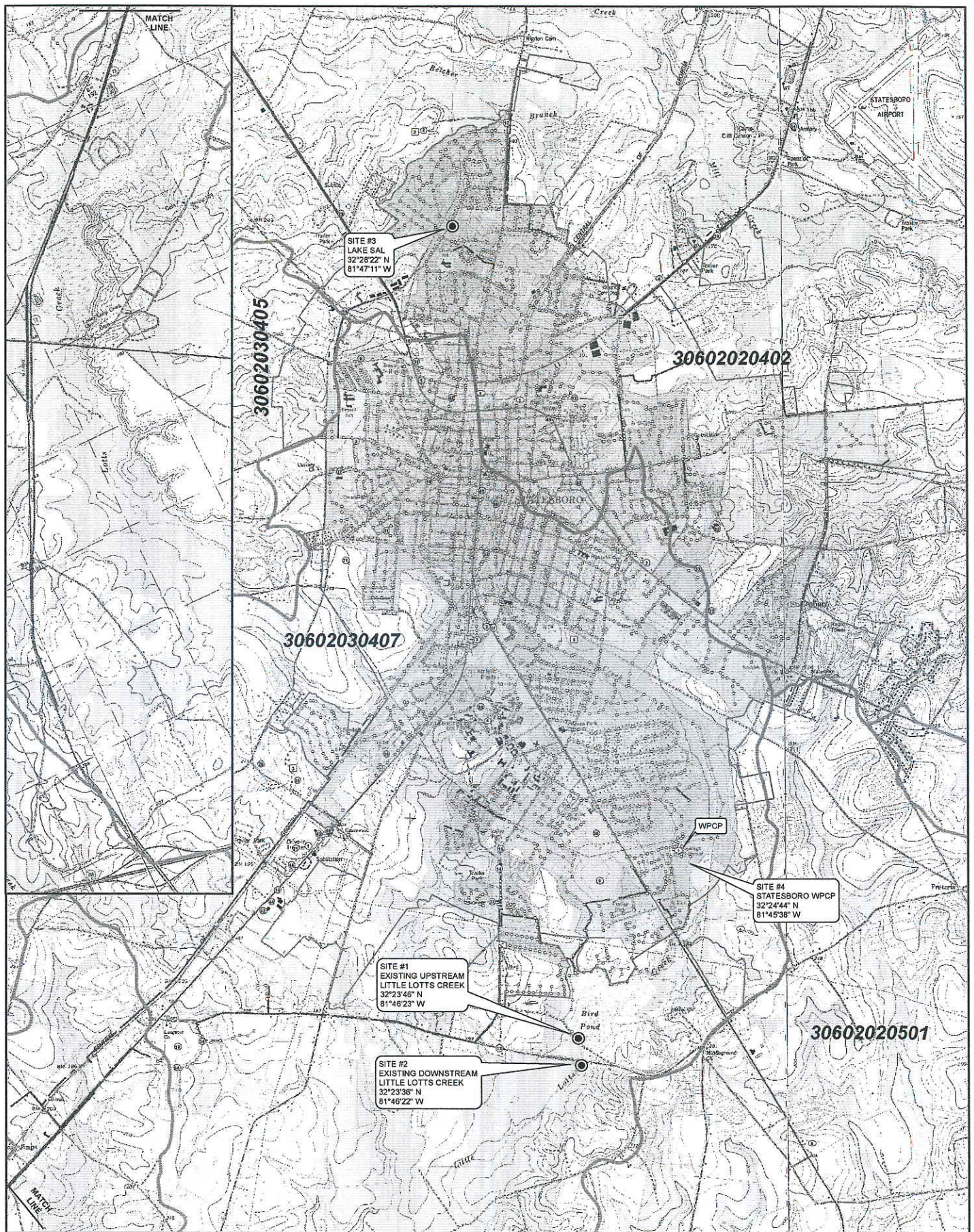
9.3.5 Progress Report Submittal

As part of the Progress Report submittal to EPD, the following items should be included:

- Discussion of the monitoring data and results;
- An evaluation of what the data shows in terms of water quality, the health of the biological communities, and any trends that are being shown by the data;
- Specific actions or BMPs that have been implemented; and,
- Summary of any changes and/or revisions to the Watershed Protection Plan, if necessary.

APPENDIX A

FIGURE 1: SEWER SERVICE AREA



HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS
329 COMMERCIAL DRIVE P.O. BOX 14247
SAVANNAH, GEORGIA, 31416
TEL. (912) 354-4626 FAX. (912) 354-6754
WWW.HGBD.COM



- ① LDA
- ② LANDFILLS
- ③ RCRA
- ④ HAZARDOUS WASTE SITES
- ⑤ NPDES SITES
- ⑥ SANITARY MH
- SAMPLING SITE

- SANITARY FORCE MAIN
 - SANITARY GRAVITY
 - SEWER COVERAGE
 - CITY LIMITS
 - WATERSHED BOUNDARY
- NOTE:
SITE NUMBERS CORRESPOND WITH TABLES
WITHIN WATERSHED ASSESSMENT 2012 REPORT.

FIGURE 1
STATESBORO WATERSHED
PROTECTION PLAN
NOVEMBER 2012

APPENDIX B

TEST AMERICA COST ESTIMATE

TestAmerica Savannah
5102 LaRoche Avenue
Savannah, GA 31404

Tel: (912) 354-7858
Fax: (912) 352-0165
www.testamericainc.com

February 15, 2013

Mr. Justin Arnsdorff
Hussey, Gay, Bell and DeYoung, Inc.
PO BOX 14247
Savannah, GA 31416-1247
jarnsdorff@hgbd.com

Subject: Request for Proposal
Statesboro Watershed Protection Plan
Quote Number 68010839

Dear Mr. Justin Arnsdorff:

On behalf of TestAmerica Laboratories, Inc., I am pleased to submit pricing for the Statesboro Watershed Protection Plan. TestAmerica Savannah is eager to support this commitment by making our personnel and analytical laboratory resources available to you.

We thank you for choosing TestAmerica Savannah, and we look forward to working with you on this project. The following quotation contains a detailed price breakdown, as well as any notes and clarifications pertaining to your project. This quotation is subject to TestAmerica's Terms and Conditions, unless otherwise agreed upon in writing. Should you have any further questions or require additional information about our analytical services, please feel free to contact me at 912-354-7858 or via email at the address listed below.

Sincerely,

Sheila Hoffman
Project Manager I
sheila.hoffman@testamericainc.com

TestAmerica Savannah
5102 LaRoche Avenue
Savannah, GA 31404

Prepared for:

Mr. Justin Arnsdorff
Hussey, Gay, Bell and DeYoung, Inc.
PO BOX 14247
Savannah, GA 31416-1247
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Prepared by Hoffman, Sheila
Date 2/15/2013
Expiration Date 2/28/2013
Est. Start Date 1/1/2013

Project: Statesboro Watershed Protection Plan

Quote Number: 68010839 - 1

Annual Analytical Cost

TAT: 10_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	120.1	Conductivity, Specific Conductance	16	\$ 15.00	\$ 240.00
Water	180.1	Turbidity, Nephelometric	16	\$ 15.00	\$ 240.00
Water	SM 5210B	BOD, 5-Day	16	\$ 40.00	\$ 640.00
Water	SM 5220D	COD	16	\$ 25.00	\$ 400.00
Water	SM 2540D	Solids, Total Suspended (TSS)	16	\$ 20.00	\$ 320.00
Water	365.4	Phosphorus, Total	16	\$ 25.00	\$ 400.00
Water	365.1	Phosphorus, Ortho	16	\$ 25.00	\$ 400.00
Water	351.2	Nitrogen, Total Kjeldahl	16	\$ 25.00	\$ 400.00
Water	350.1	Nitrogen, Ammonia	16	\$ 25.00	\$ 400.00
Water	353.2	Nitrogen, Nitrite	16	\$ 20.00	\$ 320.00
Water	353.2	Nitrogen, Nitrate-Nitrite	16	\$ 20.00	\$ 320.00
Water	SM 2340C	Hardness, Total	16	\$ 20.00	\$ 320.00
Water	200.8	Metals (ICP/MS)	16	\$ 35.00	\$ 560.00
Water	200.8	Metals (ICP/MS)	16	\$ 35.00	\$ 560.00
Water	FILTRATION	Sample Filtration	16	\$ 10.00	\$ 160.00
Water	SM9222D	Fecal Coliform	24	\$ 30.00	\$ 720.00
Total Annual Analytical Cost					\$ 6,400.00

Total Other Charges

\$ 0.00

Total Analysis Charges

\$ 6,400.00

Grand Total for Quote 68010839

\$ 6,400.00

****Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.**

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Savannah, GA 31404

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PROJECT DETAILS

Coolers and Supplies

TestAmerica will provide high quality sample containers and coolers to support analytical activities. Supplies may include a slight bottle excess (10%) in case of breakage. The cost of bottles and cooler usage is included in the analytical price quoted. TestAmerica expects that all coolers will be returned to a TestAmerica laboratory. TestAmerica further anticipates that approximately 70% or more of the containers supplied will be returned as samples. Coolers not received back by the projected deadline, or as arranged with the PM, may be charged at \$30 per cooler. Similarly, if less than 70% of the containers provided are returned as samples, TestAmerica may charge for additional containers provided at a flat rate of \$1 per container.

Courier Service/Sample Pick-up

Where Courier Service is offered by a TestAmerica facility, TestAmerica will pick up samples or drop off supplies during business hours, free of charge within a 40 mile radius of the facility for events that are a minimum of \$200 of analytical services. Courier services must be arranged, at a minimum, 24 hours in advance. Courier services beyond those parameters outlined above are available at an additional cost. Please contact your PM to inquire about availability and cost.

Deliverables

Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation only includes delivery of a Level II report. Level III or IV reports may be available at an additional charge.

Electronic Data Deliverables

TestAmerica has many EDD formats available to our clients including the most widely used commercial formats. TestAmerica also offers clients data in EDD format using the Standard TestAmerica EDD. All EDDs are available for a minimal cost of \$25 per format or \$10 for the Standard TestAmerica EDD.

MS/MSD Samples

TestAmerica complies with the required frequencies for MS/MSD per batch. When MS/MSD are not specifically requested, TestAmerica will strive to perform the required QC using whatever available sample there is but will not report the QC results unless the client requests it specifically. Any requested MS/MSD will be charged at unit rates. If MS/MSD are required/requested, the client must provide additional sample volume.

Multiple Dilution Policy

TestAmerica will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. The laboratory will generally not be able to attempt greater than 10-fold more concentrated analysis than the required dilution. Additional dilutions requested to be analyzed and reported can be provided at 50% of the analytical cost for "prepped" analyses and 70% of the analytical cost for all others. These additional dilutions will only be attempted if, in the opinion of the laboratory, they do not pose a risk to the

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instrumentation. Please contact your PM to inquire about the availability of this service for your particular project.

QC Limit Disclaimer

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

Quote Notes

Samples for Fecal Coliform and E.coli will be subcontracted to Spectrum Laboratories. Samples must be received by 3:00 PM on the day they were sampled. Samples will be accepted for this method Monday - Thursday. Prior arrangements must be made to accommodate sampling events outside of normal business hours.

Sample Container Shipping

The containers and preservatives required by the project shall be delivered via ground transportation at no additional cost to the client. A minimum of 3-5 days advance notice (depending on shipping location) is required in order to achieve shipment by ground transportation. Supply shipments requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at TestAmerica's cost. Alternatively, TestAmerica can ship the supplies via carrier of choice by the client using the clients shipping account.

Sample Storage/Disposal

TestAmerica will dispose of samples, sample extracts and digestates, at no additional cost to clients, 30 days after the final report is issued. Storage of samples and containers beyond this time frame may be available for an additional fee. Additional storage time may be available under normal circumstances for a fee starting at \$1 per container per month. Please contact your PM to inquire about availability and cost.

Subcontract Clause

TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network, unless the Client has specified a particular location for the work. In addition, TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

TAT - Standard and Expedited

Data will be delivered at the proposed TAT in Business Days from Sample Receipt unless otherwise agreed upon.

Expedited turnaround time may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and numbers of samples. TestAmerica's expedited turnaround time surcharges are:

5 Business Days TAT = 30%
3 Business Days TAT = 60%

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48 Hours TAT = 75%
24 Hours TAT = 100%

Taxes

Where reports are issued in or delivered to a state which assesses sales tax on TestAmerica's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with TestAmerica.

Terms and Conditions

This quotation is based solely upon TestAmerica's standard product (routine QA/QC, detection limits, deliverables and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to TestAmerica's Terms and Conditions unless alternative terms have been agreed to in writing. Submittal of samples will indicate acceptance of TestAmerica's Terms and Conditions and other requirements as set forth in this quotation.

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Quote Number: 68010839 - 1

Annual Analytical Cost

Matrix	Method	Test Description	Analyte			
Water	120.1	Conductivity, Specific Conductance	Specific Conductance	RL	RL	Units
				5	5	umhos/c
Water	350.1	Nitrogen, Ammonia	Ammonia	RL	MDL	Units
				0.05	0.026	mg/L
Water	353.2	Nitrogen, Nitrite	Nitrite as N	RL	MDL	Units
				0.05	0.01	mg/L
Water	353.2	Nitrogen, Nitrate-Nitrite	Nitrate Nitrite as N	RL	MDL	Units
				0.05	0.01	mg/L
Water	SM 2340C	Hardness, Total	Hardness as calcium carbonate	RL	RL	Units
				10	10	mg/L
Water	200.8	Metals (ICP/MS)	Copper	RL	MDL	Units
			Cadmium	0.005	0.0011	mg/L
			Lead	0.0005	0.00013	mg/L
			Zinc	0.0015	0.0005	mg/L
				0.02	0.0084	mg/L
Water	200.8	Metals (ICP/MS)	Copper	RL	MDL	Units
			Cadmium	0.005	0.0011	mg/L
			Lead	0.0005	0.00009	mg/L
			Zinc	0.0015	0.0002	mg/L
				0.02	0.0083	mg/L
Water	180.1	Turbidity, Nephelometric	Turbidity	RL	RL	Units
				0.1	0.1	NTU
Water	SM 5210B	BOD, 5-Day	Biochemical Oxygen Demand	RL	RL	Units
			Carbonaceous Biochemical	2	2	mg/L
			Oxygen Demand	2	2	mg/L
			Nitrogenous Biochemical	2	2	mg/L
			Oxygen Demand			

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Annual Analytical Cost

Matrix	Method	Test Description	Analyte			
Water	SM 5220D	COD	Chemical Oxygen Demand	RL	MDL	Units
				20	6.3	mg/L
Water	SM 2540D	Solids, Total Suspended (TSS)	Total Suspended Solids	RL	RL	Units
				5	5	mg/L
Water	365.4	Phosphorus, Total	Phosphorus	RL	MDL	Units
				0.1	0.041	mg/L
Water	365.1	Phosphorus, Ortho	ortho-Phosphate	RL	MDL	Units
				0.05	0.016	mg/L
Water	351.2	Nitrogen, Total Kjeldahl	Nitrogen, Kjeldahl	RL	MDL	Units
				0.2	0.15	mg/L

TESTAMERICA TERMS AND CONDITIONS OF SALE (Short Form)

Where a purchaser (Client) places an order for laboratory, consulting or sampling services from TestAmerica Laboratories, Inc., a Delaware corporation (referred to as "TestAmerica"), TestAmerica shall provide the ordered services pursuant to these Terms and Conditions, and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, the Order constitutes an acceptance by the Client of TestAmerica's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by TestAmerica in writing.

1. ORDERS AND RECEIPT OF SAMPLES

1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to TestAmerica in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing the Order, the Order shall not be valid unless it contains sufficient specification to enable TestAmerica to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Where any samples which were not accompanied by the required disclosure, cause interruptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, TestAmerica will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when TestAmerica has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab, are not guaranteed. In the event of any changes in the sample delivery schedule by the Client, prior to Sample Delivery Acceptance, TestAmerica reserves the right to modify its turnaround time commitment, to change the date upon which TestAmerica will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 TestAmerica reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of TestAmerica: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to TestAmerica by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where TestAmerica provides courier services. In no event will TestAmerica have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from TestAmerica's premises. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to TestAmerica's premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

2. PAYMENT TERMS

2.1 Services performed by TestAmerica will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law. Where requested services on a group of samples received and logged in together at the laboratory total less than \$50, there will be a minimum transaction charge of \$50 for the sample group, or as shown on any related quote from TestAmerica, at TestAmerica's discretion. An Environmental Management Fee of 5% of the invoice value will also be applied, at TestAmerica's discretion.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all Clients except those whose credit has been established with TestAmerica. For Clients with approved credit, payment terms are net 30 days from the date of invoice by TestAmerica, unless alternative terms have been agreed in a separate written agreement, and payment shall be made without retainage, and will

not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, that acknowledges and accepts payment responsibility.

2.3 In the event Client fails to make timely payment of its invoices, TestAmerica reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to, arbitrator's and attorney's fees. TestAmerica reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by TestAmerica after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. TestAmerica will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after sample delivery acceptance. Such a change will be documented in writing and may result in a change in cost and turnaround time commitment. TestAmerica's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. TestAmerica will be compensated consistent with Section 2 of these Terms and Conditions. TestAmerica will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

4.1 Where applicable, TestAmerica will use analytical methodologies which are in substantial conformity with published test methods. TestAmerica has implemented these methods in its Laboratory Quality Manuals and referenced Standard Operating Procedures and where the nature or composition of the sample requires it, TestAmerica reserves the right to deviate from these methodologies as necessary or appropriate, based on the reasonable judgment of TestAmerica, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or TestAmerica's Laboratory Quality Manuals. Client may request that TestAmerica perform according to a mutually agreed Quality Assurance Project Plan (QAPP). In the event that samples arrive prior to agreement on a QAPP, TestAmerica will proceed with analyses under its standard Quality Manuals then in effect, and TestAmerica will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 TestAmerica shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, TestAmerica will use its best efforts to meet holding times and will proceed with the work provided that, in TestAmerica's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with TestAmerica's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 TestAmerica warrants that it possesses and maintains all licenses and certifications which are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to TestAmerica prior to Sample Delivery Acceptance. TestAmerica will notify the Client in writing of any decertification or revocation of any license, or notice of either, which affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by TestAmerica in connection with any services performed by TestAmerica or any Results generated from such

services, and TestAmerica gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of TestAmerica is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by TestAmerica, will be limited to repeating any services performed, contingent on the Client's providing, at the request of TestAmerica and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results consistent with the original Results will be at the Client's expense. If resampling is necessary, TestAmerica's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 TestAmerica's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after TestAmerica's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall TestAmerica be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall TestAmerica have any responsibility or liability to the Client for any failure or delay in performance by TestAmerica which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of TestAmerica. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond TestAmerica's reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to TestAmerica or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by TestAmerica of payment for the whole Order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by TestAmerica for performance of work will be retained by TestAmerica, and Client shall not disclose such information to any third party.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by TestAmerica shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay TestAmerica for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the Results delivered by TestAmerica be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold TestAmerica's right to independently defend its data.

5.4 TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network, unless the Client has specified a particular location for the work. In addition, TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

5.5 TestAmerica shall dispose of the Client's samples 30 days after the analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated as space allows for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at his own expense. TestAmerica reserves the right to return to the Client any sample or unused portion of a sample that is not within TestAmerica's permitted capability or the capabilities of TestAmerica's designated waste disposal

vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in any order under these Terms and Conditions, TestAmerica agrees to retain all records for five (5) years.

5.7 In the event that TestAmerica is required to respond to legal process related to services for Client, Client agrees to reimburse TestAmerica for hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at TestAmerica's current published rates.

6. INSURANCE

6.1 TestAmerica shall maintain in force during the performance of services under these Terms and Conditions, Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over TestAmerica's employees who are engaged in the performance of the work. TestAmerica shall also maintain during such period, Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of \$5,000,000 per occurrence/aggregate).

7. AUDIT

7.1 Upon prior notice to TestAmerica, the Client may audit and inspect TestAmerica's records and accounts covering reimbursable costs related to work done for the Client, for a period of two (2) years after completion of the work. The purpose of any such audit shall be only for verification of such costs, and TestAmerica shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices.

8. MISCELLANEOUS PROVISIONS

8.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by TestAmerica, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and TestAmerica. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where TestAmerica's services are performed.

8.2 The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder to these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

8.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.