



**June 21, 2016 5:30 pm**

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman John Riggs
3. Recognitions/Public Presentations
  - A) Update from America's Best Communities Grant Finance Committee
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 06-07-2016 Council Minutes
    - b) 06-07-2016 Executive Session Minutes
    - c) 06-07-2016 Public Hearing Minutes for FY2017 Budget
    - d) 06-10-2016 Called Council Minutes
  - B) Consideration for a Motion to surplus 8 Heckler and Koch MP5 A3 weapons to Clyde Armory in exchange for a store credit in the amount of \$ 5696.00. This store credit will be utilized to purchase 8 Aimpoint T2 sighting systems in the amount of \$5401.00, leaving a surplus of \$295.00 remaining store credit.
  - C) Consideration for a Motion to surplus 50 Mossberg 590A1 Shotguns to Clyde Armory in exchange for a store credit in the amount of \$7500.00. This store credit will be utilized to purchase 50 Streamlight TLR-1 HL Weapon Lights in the amount of \$5145.50, leaving a surplus of \$2354.50 remaining store credit.
6. Consideration of a Motion to approve an application for Sec.6-17)(d) exemptions to open container prohibition.
  - a) Eagle Creek Brewing Company
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # RZ 16-03-01**: William B. Morgan and Amy Morgan request a zoning map amendment for 1.38 acres of property located at 23320 Highway 80 East from O (Office) zoning district to CR (Commercial Retail) zoning district in order to utilize the space for retail businesses (Tax Parcel # MS92 000095 000).
8. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.

9. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.
10. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.
11. Public Hearing and Consideration of a Motion to approve **Resolution 2016-22**: A Resolution exempting certain vehicles from marking requirements for one year.
12. Public Hearing and Consideration of a Motion to approve **Resolution 2016-23**: A Resolution adopting maximum tariff rates allowed by towing and storage operations engaged in non-consensual towing.
13. Consideration of a motion to approve **Resolution 2016-24**: A Resolution Authorizing the Mayor to Sign a Memorandum of Understanding and Agreement Between the City of Statesboro and Concerted Services, Inc. for Verification of Utility Fee Credit Applications.
14. Consideration of a Motion to approve **Resolution 2016-28**: A Resolution to adopt the fourth amendment to the Fiscal Year 2016 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.
15. Consideration of a Motion to approve **Resolution 2016-26**: A Resolution Adopting Financial Policies for the City of Statesboro, Georgia.
16. Consideration of a Motion to approve **Resolution 2016-27**: A Resolution to adopt the Fiscal Year 2017 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items or revenue anticipations and prohibiting expenditures or expenses from exceeding the actual funding available for appropriation.
17. Consideration of a Motion to approve **Resolution 2016-25**: A Resolution adopting the City of Statesboro schedule of rates, fees and fines.
18. Consideration of a Motion to approve **Resolution 2016-29**: A Resolution Appointing Members to the Alcohol Advisory Board.
19. Consideration of a Motion to approve a fourth amendment to a lease agreement between the Mayor and City Council of Statesboro and Cingular Wireless PCS, LLC for the lease of certain Premises for the deployment of telecommunications equipment located on what is commonly referred to at the Paulsen Stadium water tower at 201 Lanier Drive, and referred to as Cell Site No.: 410-285 in the lease agreement.

20. Consideration of a Motion to approve a fourth amendment to a lease agreement between the Mayor and City Council of Statesboro and Cingular Wireless PCS, LLC for the lease of certain premises for the deployment of telecommunications equipment located on what is commonly referred to as the Howard Lumber water tower at 600 Park Avenue, and referred to as Cell Site No.: 410-071 in the lease agreement.
21. Consideration of a Motion to approve a Memorandum of Understanding regarding Georgia Southern University E-Zone and Innovation Lab with identifier "LA16-0636 on the face of the document.
22. Discussion of Chapter 6 of the Code of Ordinances (Alcoholic Beverages).
23. Consideration of a Motion to cancel the regularly scheduled Council Meeting for July 5, 2016.
24. Other Business from City Council
25. City Managers Comments
26. Public Comments (General)
27. Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" in accordance with **O.C.G.A. §50-14-3 (2012)**
28. Consideration of a Motion to Adjourn



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**CITY OF STATESBORO  
Council Minutes  
June 07, 2016**

A regular meeting of the Statesboro City Council was held on June 7th, 2016 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn, John Riggs and Travis Chance. Also present were Deputy City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart, Director of Public Works and Engineering Jason Boyles.

The meeting was called to Order by Mayor Jan J. Moore  
The Invocation and Pledge of Allegiance was led by Councilman Jeff Yawn.

**Mayor Moore asked for a motion to amend item #14 on the agenda to include “Potential Litigation”.**

Councilman Yawn made a motion seconded by Councilman Riggs to amend agenda item #14 to include “Potential Litigation”. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried with a 5-0 vote.

**Recognitions/Public Presentations**

**A) Update and power point presentation on recent activities and projects of the Parks Division in the Department of Public Works and Engineering.**

Streets and Parks Superintendent, Robert Seamans presented an update of the projects they have been working on this past year. The Renaissants Park was given a face lift , with help from the Bulloch County Historical Society, which added the clock tower, new shrubbery and provided funding for new benches and landscaping. The City was also able to put in a new parking lot, trash cans, picnic tables and additional trees. A re-dedication of Rennaisants Park was held in May of 2015. The Bulloch County Historical Society donated almost \$10,000.00 to the Rockwell Park. A master plan has been developed for this park which is broken down into three phases. This will be a continuing project as funds become available. Public Works helped with the landscaping of the Statesboro Fire Department. The City, with the help of the Tree Board, were able to plant 40 dogwood trees and an oak tree along Lanier Drive. There were 5 trees planted at Mattie lively School during their Arbor Day program. Future projects consist of Edgewood Park, Municipal Court Building, Savannah Avenue landscaping of the islands and Marvin Avenue Park.

**Public Comments (Agenda Item):** None

### **Consideration of a Motion to approve the Consent Agenda**

- A) Approval of Minutes**
  - a) 05-17-2016 Council Minutes**
  - b) 05-17-2016 Executive Session Minutes**
- B) Consideration of a Motion to approve the surplus of the 2005 Chevrolet Impala, unit #1231, formerly utilized by the Code Compliance Division due to high mileage and cost prohibitive repair and maintenance needs.**
- C) Consideration of a motion to approve to list a 2008 Ford F150 for sale on the GovDeals.com website. This vehicle currently has 99,522 miles on the odometer.**

Councilman Chance made a motion, seconded by Councilman Riggs to approve the consent agenda in its entirety. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

### **Recognition and re-appointment of the following members of the City of Statesboro Beautification Commission as emeritus members**

- a) Mrs. Martha Wilma Simmons Coleman**
- b) Mrs. Jean Smith Mathews**
- c) Mrs. Fay Foy Smith**
- d) Mrs. Helen Proctor Morris Watson**

The Beautification Commission would like to request the re- appointment of these four women with the emeritus status for their many years of service to the City of Statesboro.

Councilman Boyum made a motion seconded by Councilman Jones to appoint Mrs. Martha Wilma Simmons Coleman, Mrs. Jean Smith Mathews, Mrs. Fay Foy Smith and Mrs. Helen Proctor Morris Watson as emeritus members of the City of Statesboro Beautification Commission. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

### **Review of the FY2015 Comprehensive Annual Financial Report (CAFR) presented by Richard Deal of Lanier, Westerfield, Deal and Proctor, CPA Accounting Firm.**

Richard Deal updated Council with the highlights of the Fiscal Year 2015 Comprehensive Annual Financial Report.

### **Consideration for a Motion to approve Special Event Permit**

- a) Georgia Southern University RAC-BRAG (Bicycle Ride Across Georgia)**

Councilman Yawn made a motion, seconded by Councilman Riggs approve the Special Event Permit for Georgia Southern University RAC-BRAG (Bicycle Ride Across Georgia). Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

### **Consideration of a Motion to approve Resolution 2016-21: A Resolution authorizing the opening of a separate bank account for America's Best Communities (ABC) grant.**

Councilman Boyum made a motion, seconded by Councilman Yawn to approve Resolution 2016-21: A Resolution authorizing the opening of a separate bank account for America's Best Communities (ABC) grant. Councilman Boyum, Jones, Yawn, Riggs 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 Sikes Brothers Inc. for the City Street Resurfacing FY 2016 Project. Sikes Brothers' bid was in the amount of \$483,853.00, based on unit price extensions, however, the Engineering Department requests approval to spend up to the budgeted amount of \$509,952.37 in order to resurface additional street mileage. Costs for additional work to be based on contractor's unit bid prices. Construction to be paid for through a combination of Georgia Department of Transportation LMIG funds (\$209,952.37) and 2013 SPLOST (\$300,000.00)**

Councilman Chance made a motion, seconded by Councilman Boyum to award a contract to Sikes Brothers Inc. for the City Street Resurfacing FY2016 Project. Sikes Brothers' bid was in the amount of \$483,853.00, based on unit price extensions, however, the Engineering Department requests approval to spend up to the budgeted amount of \$509,952.37 in order to resurface additional street mileage. Costs for additional work to be based on contractor's unit bid prices. Construction to be paid for through a combination of Georgia Department of Transportation LMIG funds (209,952.37) and SPLOST (300,000.00) Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Other Business from City Council:** None

**City Managers Comments:**

Deputy City Manager Robert Cheshire stated we will need one name from each Council member including the Mayor for the Alcohol Advisory Board at the next Council Meeting. He also stated the new Tyler software conversion for utility billing is still on time for implementation.

At 10:00 a.m. Councilman Riggs made a motion seconded by Councilman Jones to temporarily adjourn the City Council meeting. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Councilman Chance made a motion seconded by Councilman Riggs to resume the City Council meeting. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Public Comments (General):** None

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

At 10:50am, Councilman Chance made a motion, seconded by Councilman Riggs to enter into Executive Session. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Mayor Moore called the regular meeting back to order with no action being taken.

At 11:30am, Councilman Chance made a motion, seconded by Councilman Riggs to exit Executive Session. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

### **Consideration of a Motion to Adjourn**

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

The meeting was adjourned at 11:32am.



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**CITY OF STATESBORO  
PUBLIC HEARING MINUTES  
June 07, 2016**

A Public Hearing was held on June 7<sup>th</sup>, 2016 at 10:00 a.m. in the Council Chambers at City Hall to solicit input from the public on the proposed FY 2017 Budget. Present were Mayor Jan J. Moore; Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn, John Riggs and Travis Chance. Also present was City Clerk Sue Starling, City Attorney Alvin Leaphart and Director of Finance Cindy West as well as staff members, GSU students and the news media.

Mayor Jan Moore called the Public Hearing to order.

Deputy City Manager Robert Cheshire gave an overview of the proposed changes to the budget for FY 2017 that was made after the budget retreat. Some of those changes include, if approved, are:

1. 2% convenience fee for credit card users
2. Account finance technician position would become an assistant Finance Director position
3. Base rate on inside and outside water and sewer for residential and commercial accounts would increase depending on your account type

Director of Water Wastewater Van Collins spoke on the infiltration within the sewer lines and the need to have them repaired.

Will Britt spoke to Council regarding the charge for using a credit card when paying a bill. He stated there should be no charge as it will help promote on line paying.

Councilman Chance made a motion, seconded by Councilman Yawn to close the Public Hearing. Councilman Boyum, Jones, Yawn, Riggs, and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

The meeting was adjourned at 10:50 am.

There was no action taken at the meeting.





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**CITY OF STATESBORO**  
**Called Council Minutes**  
**June 10<sup>th</sup>, 2016**

A called meeting of the Statesboro City Council was held on June 10<sup>th</sup>, 2016 at 10:00a.m in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn, John Riggs and Travis Chance. Also present were Deputy City Manager Robert Cheshire, Assistant City Clerk Leah Harden, and Director of Human Resource Jeff Grant. Absent was City Attorney Alvin Leaphart.

The meeting was called to order by Mayor Jan J. Moore.

At 10:17 am, Councilman Riggs made a motion, seconded by Councilman Jones to enter into Executive Session to discuss "Personnel Matters" in accordance with O.C.G.A. §50-14-3(2012). Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Mayor and Council interviewed a potential candidate for the position of City Manager for the City of Statesboro. The first interview started at 10:17am.

At 10:47, Councilman Chance joined the meeting.

At 11:09 a.m. Councilman Riggs made a motion seconded by Councilman Chance to take a recess from executive session. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried with a 5-0 vote.

At 12:17 pm, Councilman Boyum made a motion, seconded by Councilman Yawn to return to the Executive Session. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried with a 5-0 vote.

Mayor and Council continued the interviewing process with 3 other candidates.

At 2:16 pm, Councilman Chance temporarily left the meeting and returned at 2:44 pm.

The interviews lasted form 45 minutes to an hour for each candidate.

At 4:01 pm, Councilman Chance made a motion, seconded by Councilman Boyum to exit Executive Session. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried with a 5-0 vote.

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

The meeting was adjourned at 4:07p.m. There was no action taken.



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To: Deputy City Manager Robert Cheshire, Interim City Manager

From: Deputy Chief Robert Bryan, Interim Chief of Police

Date: 06/10/16

Ref: Surplus of 8 H&K MP5's and purchase of Aimpoint T-2 sights

The Statesboro Police Departments Emergency Response Team currently has 8 Heckler & Koch MP5's in inventory and requests approval to surplus these weapons. Since the addition of the Daniel Defense Mk18 rifles to ERT, we do not see a continued need to keep the MP5's in inventory. The H&K MP5 is a National Firearms Act (NFA) controlled weapon and can only be surplused to a properly licensed NFA Dealer.

We are also requesting approval to utilize the in store credit that we would receive for the weapons to replace the sights on the Daniel Defense Mk18's. The current sighting systems on those weapons are approximately 10 years old and we have experienced difficulties with some of these systems that have required repairs. After an extensive review, we have selected the Aimpoint T2 sighting system to replace the current system that is in use. Aimpoint has offered us a discounted rate through a vendor they have in Georgia, that vendor is Clyde Armory. Clyde Armory is a licensed firearms dealer and has provided a quote for the trade in of the MP5's and purchase of the Aimpoint T2 sights along with a Sphur Mount for each sight.

The surplus of the MP5's along with obtaining the sights and mounts from Clyde Armory would leave a credit balance of \$295.00. I have attached quotes for purchasing the Aimpoint T2's from separate vendors without the mounts; the cost would be \$6,008.00 plus the cost of the mount.

We request approval to surplus the MP5's with Clyde Armory and utilize the funds to obtain the Aimpoint T2 sights and Sphur Mounts.



**Rob Bryan** <[rob.bryan@statesboroga.gov](mailto:rob.bryan@statesboroga.gov)>

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## RE: Statesboro PD Info

1 message

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**James Rawl** <[James.Rawl@aimpoint.com](mailto:James.Rawl@aimpoint.com)>  
To: Rob Bryan <[rob.bryan@statesboroga.gov](mailto:rob.bryan@statesboroga.gov)>

Mon, Jun 13, 2016 at 1:14 PM

Hey Chief,

Sorry for the delay. Per our conversation, Clyde Armory is listed as Aimpoint's "Dealer of Record" for this bid. Please let me know if you need any further assistance.

Thanks and Stay Safe,

James Rawl

Regional Sales Manager - Government Sales

Aimpoint Inc, USA.

7309 Gateway Court  
Manassas, VA 20109

Cell phone: (864) 304-3042

Phone: (703) 263-9795

Fax: (703) 263-9463

[james.rawl@aimpoint.com](mailto:james.rawl@aimpoint.com)

**From:** Rob Bryan [<mailto:rob.bryan@statesboroga.gov>]

**Sent:** Monday, June 13, 2016 1:03 PM

**To:** James Rawl

**Subject:** Re: Statesboro PD Info

Just following up with you on the email.

# Quotation

Clyde Armory Inc

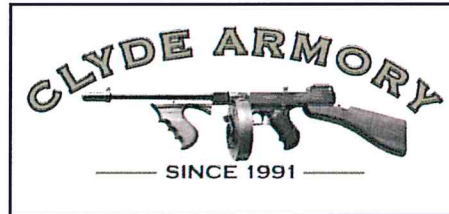
4800 Atlanta Highway

Athens, GA 30606

706-549-1842

[www.clydearmory.com](http://www.clydearmory.com)

June 9, 2016



Rob Bryan

[Statesboro PD](#)

Salesperson	Email	Telephone	Quote valid for
Robert Ford	<a href="mailto:rob@clydearmory.com">rob@clydearmory.com</a>	706-549-1842 X210	90 Days

Qty	Description	Unit Price	Line Total
7.00	Aimpoint T-2, 2 MOA, No mount	607.00	\$ 4,249.00
1.00	Aimpoint T-2, 2 MOA, No Mount (NO CHARGE)	0.00	\$ -
8.00	Spuhr AR15 Mount for Aimpoint Micro (41mm HRT)	144.00	\$ 1,152.00
8.00	<Trade in 8 HK MP5 A3s, 1 mag each>	-700.00	\$ (5,600.00)
16.00	<Extra MP5 Mags>	-6.00	\$ (96.00)
<b>Total</b>			<b>\$ (295.00)</b>

Thank you for your business!

Aimpoint AAC Avon Colt CTS Daniel Defense Eotech Heckler and Koch  
 LMT Magpul Mossberg Penn Arms Smith and Wesson Stramlight Surefire Trijicon

# My Cart

In-Stock (8 items)

[Remove All](#)



Aimpoint Micro T-2 Red Dot Sight with 2 MOA Dot Matte

**\$6,008.00**

\$751.00 each  
& SHIPS FREE

DOT-Regulated

Product #: 736983 Shipping Weight: 0.385 Pounds

Qty

[Add to Wishlist](#) [Remove](#)

NOTE: Adding an available product to your shopping cart does not reserve the product. Available inventory is only assigned to your order after you click the "Place Order" button at the end of the Checkout process.

## In-Stock Total (8 items)

Product Total **\$6,008.00**

Shipping Total **FREE!**

### Standard - More Info

Est. Delivery to : 6/14/2016 - 6/18/2016

[+ Enter Zip Code for precise delivery estimates & fees](#)

**In-Stock Grand Total \$6,008.00**

[+ Apply Promotional Code](#)

[Checkout Now](#)

[Continue Shopping](#)

## Recommended Products

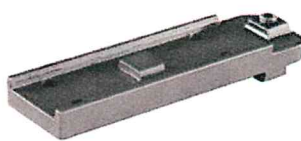


American Defense AD-T1-CASV Quick-Release Aimpoint Micro T-1, T-2, H-1 Sight Mount Picatinny-Style AR-15 Flat-Top Matte

**\$72.99**

Available

[Add to Cart](#)



Aimpoint Micro T-1, T-2, H-1 Mount Glock Matte

★★★★★ 4.0 (6 Reviews)

**\$61.00 & SHIPS FREE**

Available

[Add to Cart](#)



LaRue Tactical LT660 Aimpoint Micro T-1, T-2, H-1 Quick-Detachable Picatinny-Style Mount Matte

★★★★★ 5.0 (6 Reviews)

**\$137.00**

Available

[Add to Cart](#)



MidwayUSA Spudz Lens Cleaning Cloth 6" x 6" Black

★★★★★ 4.7 (30 Reviews)

**\$4.99**

Available

[Add to Cart](#)



MidwayUSA LensPen

★★★★★ 4.7 (63 Reviews)

**\$6.99**

Available

[Add to Cart](#)

## Add by Product Number

Product #  [Add to Cart](#)

## Accepted Payment Forms



## Ordering & Shipping Info

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- [Customer Pickup](#)
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- [Backorder Policy](#)
- [Privacy Policy](#)
- [Contact Us](#)

# 1-800-741-0015

[Home](#) [Shopping Cart](#)

## Your Shopping Cart

Item	Status	Unit Price	Quantity	Total Price
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100-018-550WB  
 Micro T-2 2 MOA Sight W/O Mount  
[View Restrictions](#) ▶

In Stock

\$751.00

8

update  
remove

\$6,008.00

[Update Your Cart](#)

**Item Subtotal:** \$6008.00

### Estimated Shipping & Tax

Zip Code:  [Calculate](#)

**Lowest Cost Estimated Shipping:** \$15.95

**Estimated Tax:** \$0.00

### Discount Codes

Do you have a coupon, source code or promo code to apply?

Enter Code:  [Apply](#)

*Promotions will be cleared if cart is modified and will need to be re-entered.  
Discounts can also be entered at checkout.*

**Order Subtotal:** \$6023.95



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To : Deputy City Manager Robert Chesire, Interim City Manager 

From : Deputy Chief Robert Bryan, Interim Chief of Police

Date: 06/10/16

Ref: Surplus of 50 Mossberg 590 Shotguns

The Statesboro Police Department currently has 50 Mossberg 590's in inventory and requests approval to surplus these weapons. In 2015 we began the process of issuing a patrol rifle to each officer, during the process we removed the Mossberg 590 shotguns from service, 16 of the shotguns have been repurposed as less lethal shotguns to deploy less lethal rounds. Those 16 shotguns have been placed back in service at this time. Leaving 50 shotguns available for surplus. The shotguns are 14 inch short barrel shotguns and are their transfer and possession is controlled by the National Firearms Act (NFA).

We are also requesting approval to utilize the in store credit that we would receive for the weapons to purchase weapons lights for the patrol rifles we currently have deployed in the field. The light system would be the Streamlight TLR, which is currently issued on our sidearms.

We have requested proposals from several firearms dealers for this project. Two quotes were submitted. Several dealers did not wish to submit a proposal due to the limited market for these shotguns. The quotes submitted are attached to this correspondence.

Clyde Armory is offering the highest trade in value and lowest cost on the Streamlight TLR Light kits. They have also proposed an officer buy back for the shotguns which would increase the value per weapon by \$50.00. These NFA weapons can be transferred officers via an ATF Form 5, Clyde Armory has agreed to assist in this process.

We request approval to surplus the Mossberg 590's with Clyde Armory and utilize the funds to obtain the Streamlight TLR Light Kits.

# Quotation

Clyde Armory Inc

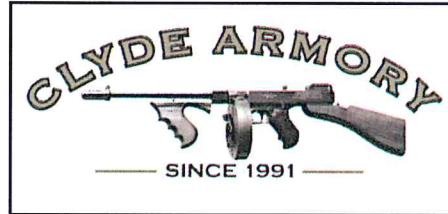
4800 Atlanta Highway

Athens, GA 30606

706-549-1842

[www.clydearmory.com](http://www.clydearmory.com)

June 10, 2016



Rob Bryan

[Statesboro PD](mailto:rob@clydearmory.com)

Salesperson	Email	Telephone	Quote valid for
Robert Ford	<a href="mailto:rob@clydearmory.com">rob@clydearmory.com</a>	706-549-1842 X210	90 Days

Qty	Description	Unit Price	Line Total
50	Streamlight TLR-1 HL Weapon Light #69110	102.91	\$ 5,145.50
50.00	<Trade credit offered for used Mossberg 590A1, 14.5" BBL, Ghost Ring Sights>	-150.00	\$ (7,500.00)
	Officer buyback \$200		
	Clyde Armory not responsible for shipping of trade in weapons.		
		<b>Credit Left</b>	<b>\$ (2,354.50)</b>

Thank you for your business!

Aimpoint AAC Avon Colt CTS Daniel Defense Eotech Heckler and Koch  
 LMT Magpul Mossberg Penn Arms Smith and Wesson Stramlight Surefire Trijicon



**ED'S PUBLIC SAFETY**  
4431 N. Henry Blvd., Stockbridge, GA 30281

SENT VIA Email: [dena.colson@statesboroga.gov](mailto:dena.colson@statesboroga.gov)

Quote #16-06-A149  
Expires: 60 days

June 8, 2016

Sgt. Dena Colson  
Statesboro Police Dept.  
25 W. Grady St.  
Statesboro, Ga 30548  
O: 912-764-9911

Dear Sgt. Colson,

Thank you for choosing EPS, and allowing us to provide you with the following quote:

Description	Qty	Unit	Extended
Streamlight TLR-1 HL	50	\$142.98	\$7,149.00
TRADES: Mossberg M590-A1, 12ga, 14" bbl, GRS (G1)	9	-\$150.00	-\$1,350.00
TRADES: Mossberg M590-A1, 12ga, 14" bbl, GRS (G2)	14	-\$125.00	-\$1,750.00
TRADES: Mossberg M590-A1, 12ga, 14" bbl, GRS (G3)	23	-\$100.00	-\$2,300.00
TRADES: Mossberg M590-A1, 12ga, 14" bbl, GRS (G4)	6	-\$80.00	-\$480.00
Delivery: TBD	-	-	-
<b>Total:</b>	-	-	<b>\$1,269.00</b>

Thank you for the opportunity, and please feel free to contact me with any questions.

V/R,

Shane Gosa  
Outside LE Sales/Training  
Cell: 229/815-1452  
Fax: 770/389-6699  
[sgosa@edspulicsafety.com](mailto:sgosa@edspulicsafety.com)



Rob Bryan <rob.bryan@statesboroga.gov>

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**Re: Statesboro PD**

1 message

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**Scott Patrick** <scott@ssdinternationalinc.com>  
To: Rob Bryan <rob.bryan@statesboroga.gov>  
Cc: chris@ssdinternationalinc.com

Fri, Jun 10, 2016 at 9:59 AM

Hey Chief Bryan,

Thank you for the opportunity to provide a bid on purchasing your department's Short Barrel Shotguns. After some research, including conversations with other agencies and also with staff at our 8 retail stores, we are unable to establish any potential for resale through our normal outlets.

Considering this, along with the value of the shotguns and the fact that any transfer to individuals has the additional cost of a \$200 tax stamp, we are unable to provide a price that would be cost-effective for you. With that, we are unable to provide a bid on these items.

Again, we appreciate the opportunity you gave us here and look forward to working with you again.

Respectfully,  
*Scott Patrick*  
*1349 S. Orange Blossom Trail*  
*Apopka, FL 32703*  
*407-410-6914 ext 309*



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

APPLICATION FOR SEC. 6-17(d) EXEMPTIONS TO OPEN  
CONTAINER PROHIBITION.  
20 DAY NOTICE IS REQUIRED BEFORE THE EVENT

DATE OF APPLICATION 5/16/2016

DATE OF EVENT 7/23/2016

TIME OF EVENT 2-10 pm

LOCATION OF EVENT Eagle Creek Brewing Company

TYPE OF EVENT (DETAILED DESCRIPTION) Anniversary  
Celebration for Brewery with Bands

PRODUCTS TO BE SERVED:  BEER  WINE  LIQUOR

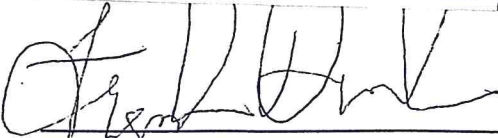
DESCRIPTION OF THE AREA, INCLUDING THE SIZE AND THE MAXIMUM NUMBER OF PERSONS FOR SUCH AREA We will secure  
the parking lot area with temporary fencing  
have a store in the corner of the lot with 2 entry exit  
at each end of lot

may persons 1500  
500 persons  
JED

DESCRIPTION OF THE METHOD AND STRUCTURES THAT WILL BE USED TO SECURE AND SEPARATE SUCH AREA FROM OTHER PUBLIC AREAS  
Will use temporary vinyl fencing around  
property parking lot.

ATTACH AN 8 1/2 x 11 INCH MAP OF THE AREA BEING CLOSED OFF.

NAME OF APPLICANT Franklin Dismuke



SIGNATURE OF APPLICANT

5/16/2017

DATE

OFFICE USE:

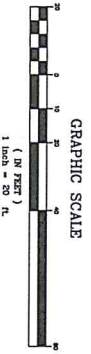
APPROVED BY INTERIM POLICE CHIEF ROB BRYAN

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DATE OF COUNCIL MEETING \_\_\_\_\_

DATE APPROVED BY MAYOR AND CITY COUNCIL \_\_\_\_\_



PRELIMINARY FOR  
PLANNING PURPOSES  
NOT FOR CONSTRUCTION



Teresa Skinner <teresa.skinner@statesboroga.gov>

---

## Eagle Creek Special Event

1 message

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**Dena Colson** <dena.colson@statesboroga.gov>  
To: Teresa Skinner <teresa.skinner@statesboroga.gov>

Tue, Jun 14, 2016 at 9:41 AM

Teresa,

Based on my knowledge and experience in the past, police personnel will not work an alcohol related special event. Chief Bryan is out of the office this week. If you need clarification or more information, please contact him.

Thanks,  
Sgt Colson



**Sergeant Dena Colson**  
Statesboro Police Department  
25 West Grady Street  
Statesboro, Georgia 30458  
phone: [912.764.9911](tel:912.764.9911)  
[dena.colson@statesboroga.gov](mailto:dena.colson@statesboroga.gov)

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Teresa Skinner <teresa.skinner@statesboroga.gov>

## Eagle Creek Brewery

1 message

Jeffrey Flake <jeffrey.flake@statesboroga.gov>

Tue, Jun 14, 2016 at 11:59 AM

To: Teresa Skinner <teresa.skinner@statesboroga.gov>, Ronald Shaw <ronald.shaw@statesboroga.gov>

I have conducted a consultation with Franklin Dismuke in reference to the plan special event and we are okay with the plans we told him depending on the size crowd he has he may need to add additional gates to be manned but as long as his numbers are at around 500 he would be okay we will inspect the fence when it is in place to ensure it has the needed egress gates. We have no other issues with this at this time.

--



**Jeffrey Flake**  
Prevention Officer  
24 West Grady Street  
Statesboro, Georgia 30458  
ph: 912-764-3473  
fax: 912-681-7205  
www.statesboroga.gov

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Teresa Skinner <teresa.skinner@statesboroga.gov>

## Re: Eagle Creek Brewing

1 message

**Robert Seamans** <robert.seamans@statesboroga.gov>  
To: Teresa Skinner <teresa.skinner@statesboroga.gov>  
Cc: Robert Seamans <robert.seamans@statesboroga.gov>

Tue, Jun 14, 2016 at 2:41 PM

Teresa,

As far as I know we are not participating in this. and should not occur any cost for the Street Division.

Thanks

On Tue, Jun 14, 2016 at 2:05 PM, Teresa Skinner <teresa.skinner@statesboroga.gov> wrote:

Hi

Can you send me the email stating everything is ok on your end? I need to get this on the agenda today.

Thanks



**Teresa Skinner**  
*Tax Clerk*  
City of Statesboro  
50 East Main Street  
Post Office Box 348  
Statesboro, GA 30459  
Phone: (912) 764-0625  
Fax: (912) 764-4691

--  
Robert Seamans  
City of Statesboro  
Engineering / Public Works  
Streets and Parks Division  
Superintendent  
P.O.Box 348  
Statesboro, Ga 30459  
Cell Phone: 912-682-8135  
Fax: 912-764-7680  
[robert.seamans@statesboroga.gov](mailto:robert.seamans@statesboroga.gov)



## **Sec. 6-17. - Open containers; Sales and Service in Public Areas**

(a) *"Open container" defined.* The term "open container", as used in this chapter, means any bottle, can, glass, cup or other vessel which contains an alcoholic beverage not in its original container. The term "open container" shall also mean the original container of an alcoholic beverage and which contains an alcoholic beverage on which the seal has been broken or which is otherwise ready for consumption.

(d) *Exemptions to open container prohibition.*

(1) Any person shall have standing to request, and only the Mayor and City Council shall have authority to grant exemptions from the prohibitions contained in 6-18(c) for events occurring in the City of Statesboro. Any exemption shall be by resolution and clearly define the date, time and boundary area for such an exemption, and shall include any and all terms conditions deemed appropriate by the Mayor and City Council to maintain public safety and welfare.

(2) An application for an exemption to the open container prohibition shall be filed at least twenty (20) days prior to the event on a form prescribed by the City Clerk. The application shall be reviewed by the City Manager, or his designee, who shall consult with appropriate Departments Heads to determine the cost of the proposed exemption on city services. The City Manager shall calculate this cost and report same to the Mayor and City Council. The Mayor and City Council shall, by motion, make a finding as to the cost of the proposed exemption on city services.

(3) If the Mayor and City Council approve an exemption to the open container prohibition as provided in this Section, a condition precedent to the City Clerk issuing a permit for this exemption shall be the payment to the City of the cost of the proposed exemption on city services.

(4) Any exemption granted pursuant to this sub-section shall only constitute an exemption from the open container restrictions contained in this Chapter. Any exemption granted pursuant to this sub-section shall not be construed to permit any activity or conduct that is inconsistent with the other provisions contained this Chapter, or any other provisions of state, federal or local law that may otherwise apply to the applicant or licensee.



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

P.O. Box 348  
 Statesboro, Georgia 30458

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

**RZ 16-03-01  
 ZONING MAP AMENDMENT  
 23320 Highway 80 East**

**LOCATION:** 23320 Highway 80 East

**REQUEST:** Rezone from O (Office) to CR (Commercial Retail) for the purposes of leasing to a restricted range of retail businesses.

**APPLICANT:** William B. Morgan and Amy Morgan

**OWNER(S):** William B. Morgan and Amy Morgan

**LAND AREA:** 1.38 acres

**PARCEL TAX MAP #s:** MS92 000095 000

**COUNCIL DISTRICT:** District 5 (Chance)



**PROPOSAL:**

The applicant is requesting a zoning map amendment of 1.38 acres of property located at 23320 Highway 80 East (Tax Parcel # MS92 000095 000) from O (Office) District to CR (Commercial Retail) District for the purposes of leasing the property to retail businesses (See **Exhibit A** – Location Map). In accordance with Article IX Section 901(g) of the *Statesboro Zoning Ordinance*, the O (Office) district allows retail establishments complimentary to surrounding uses when granted a special exception; however, the applicant is requesting a zoning map amendment because a special exception is unique to the applicant and would require each new lessee or potential purchaser to present a case at City Council.

**BACKGROUND:**

The subject site was vacant in 2014, at which time the applicant submitted a building permit application for the construction of two “shell-only” structures. Currently, both 2,762 square foot structures are vacant and the applicant is offering “build to suit” to prospective tenants. Both structures will accommodate two (2) tenants and the applicant has immediate plans to begin leasing the space.

**SURROUNDING LAND USES/ZONING:**

ZONING:		LAND USE:
<b>NORTH:</b>	R20 (Single Family Residential)	Single Family Residences
<b>SOUTH:</b>	HC (Highway Commercial—Bulloch County)	Vacant Parcels
<b>EAST:</b>	HC (Highway Commercial—Bulloch County)	Single Family Residences
<b>WEST</b>	O (Office)	Offices and Single-Family Residential

The properties north of the subject site are zoned R20 (Single Family Residential) and contain single-family residences. Parcels to the south are zoned HC (Highway Commercial—Bulloch County) and are vacant. Properties to the east are also zoned HC (Highway Commercial—Bulloch County) and contain single-family residences. Parcels to the west are zoned O (Office) and contain a church, personal services and a veterinary practice (See **Exhibit B** – Photos of Subject Site and Surrounding Properties).

#### **COMPREHENSIVE PLAN:**

The subject site lies within the “Neighborhood Center” character area as identified by the 2014 City of Statesboro Future Development Map within the *2014 City of Statesboro Comprehensive Plan* (See **Exhibit C** – 2014 Statesboro Future Development Map). The “Neighborhood Center” character area is characterized by a blend of lower- to medium-density residential, offices, personal service and commercial uses. The character area’s intent is to balance the protection of nearby residential areas with the provision of neighborhood services by acting as a buffer between higher intensity commercial developments and residential areas.

Appropriate land uses for properties within the “Neighborhood Center” character area include neighborhood-scale commercial, office and services; medium-density residential and single-family residential. Some suggested development and implementation strategies for the area include the following:

- A mix of approximately scaled retail, services, and offices to serve the day-to-day needs of neighborhood residents
- Pedestrian oriented, with strong walkable connections between different uses
- Enhance the pedestrian friendly environment by adding sidewalks and creating other pedestrian friendly trail/bike routes linking to other neighborhood amenities
- Particular attention should be paid to signage to prevent visual clutter
- Encourage way-finding, on site and monument style signage
- Provide pedestrian linkages to adjacent and nearby residential or commercial districts

*(2014 City of Statesboro Comprehensive Plan, pages 23-24)*

#### **COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):**

The subject site is currently serviced by city utilities including water and sewer, sanitation, and public safety services.

#### **ENVIRONMENTAL:**

The subject property does not contain wetlands and is not located in a special flood hazard area.

#### **ANALYSIS:**

The 1.38 acre subject site is currently zoned O (Office) and contains two (2), “shell-only” connected structures that are each 2,762 square feet. The property owner is requesting a zoning map amendment from O (Office) to CR (Commercial Retail). The site is the last parcel within City of Statesboro city limits. The subject site is adjacent to Boyd Lane; an unpaved, primarily residential road along the site’s eastern property line. While Boyd Lane lies within the boundary of Bulloch County and is under the county’s jurisdiction, Article X Section 1003 (f) of the City of Statesboro Zoning Ordinance states that access to a local road that is primarily residential in nature from a property zoned CR (Commercial Retail) is prohibited.

Additionally, the subject site lies within the “Neighborhood Center” character area, which acts as a buffer between higher intensity commercial uses and residential zones. The applicant is proposing a total of four (4) tenants—two (2) in each building—with some restriction on retail uses allowed. Although adjacent properties to the west are zoned O (Office) and include the Merrywood Baptist Church, professional offices and a veterinarian facility and properties to the east are zoned HC (Highway Commercial—Bulloch County) and contain a mixture of commercial uses and apartments, the property is directly adjacent to the Merrywood Subdivision, a residentially zoned and utilized single-family neighborhood

The O (Office) zoning district recognizes complimentary retail establishments, as noted in Article IX Section 901 (g) of the *Statesboro Zoning Ordinance*. The applicant would like to request a zoning map amendment because a special exception is unique to the applicant granted the special exception, which would require each potential lessee/purchaser to present a special exception request to the Planning Commission and City Council.

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

- (1) **Existing uses and zoning or (of) property nearby;**
  - o Existing uses and zoning of nearby property range from commercial/office to single-family residential homes.
  - o The property abuts a single family residential neighborhood to the rear.
  - o The property has frontage on a four lane commercial highway (US Hwy 80/ Northside Drive).
- (2) **The extent to which property values are diminished by the particular zoning restrictions.**
  - o Office related uses are permitted within the current zoning designation. Complimentary retail uses are permitted when authorized as a special exception.
- (3) **The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
- (4) **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
  - o The structure was constructed in 2014 and remains unfinished and vacant since that time.
- (5) **The suitability of the subject property for the zoned purposes.**
  - o The proposed land use can comply with dimensional provisions of the *Statesboro Zoning Ordinance* and the *Comprehensive Plan*.
  - o The *Comprehensive Plan* promotes mixed uses.
  - o The *Statesboro Zoning Ordinance* generally prohibits commercial ingress and egress from a local road that is primarily residential in nature. Boyd Lane – although a County Road and not subject to the restrictions of the *Statesboro ordinance* – is adjacent to the property.
- (6) **The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
- (7) **The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;**
  - o Council should make a finding of fact of whether the proposed use will have a negative impact on population density, community facilities, living conditions, traffic patterns or property values in adjacent areas given its current O (Office) zoning, which would allow for complimentary retail establishments.
- (8) **Consistency with other governmental land use, transportation, and development plans for the community.**
  - o Use of the property as low intensity commercial retail is consistent with the vision and guiding principles of the “Neighborhood Center” character area as articulated within the *Statesboro Comprehensive Plan* which promotes a mix of appropriately scaled retail, offices and services that meet the day-to-day needs of neighborhood residents.
  - o The requested zoning map amendment is consistent with the policies articulated within the 2035 Bulloch County/City of Statesboro Long Range Transportation Plan and the *Statesboro Comprehensive Plan*.
  - o Multiple cases requesting a zoning map amendment from O (office) to CR (Commercial Retail) have been heard in the recent past, including the following:
    - RZ 05-09-07: 23609 Highway 80 East (denied)
    - RZ 03-07-02: 23657 Highway 80 East (approved with the following conditions : 1) sale of malt and/or alcohol prohibited on property, 2) rear vegetative buffer on rear of lot along rear parking area, 3) 5-foot rear setback variance for proposed structure , 4) review alternative entrance from Cawana Rd. with final approval by City Engineer)
    - RZ 03-03-04: 500 East Grady Street (denied)
    - RZ 06-12-01: 0 Gentilly Road (Tax Parcel # S53 000064 000) (approved)
    - RZ 07-01-02: 605 Brannen Street (approved)
    - RZ 11-02-01: 151 Williams Road (approved)

**STAFF RECOMMENDATION:**

**Council should make a finding of fact of whether the rezone from O (Office) to CR (Commercial Retail) would have a negative impact to the adjacent residential property and local road. If so, staff would recommend against the zoning map amendment. However, if Council finds that a negative impact would not result; or, if conditions could be imposed on the zoning map amendment to eliminate or mitigate the impact, then a zoning map amendment could be granted.**

Should council find a zoning map amendment to be warranted by the criteria in the ordinance, staff would suggest the application of the following conditions to mitigate any negative impacts that could result from such:

1. The subject site shall adhere to the regulations for sign district three (3) of Article XV of the *Statesboro Zoning Ordinance*.
2. Ingress and egress from Boyd Road be prohibited.

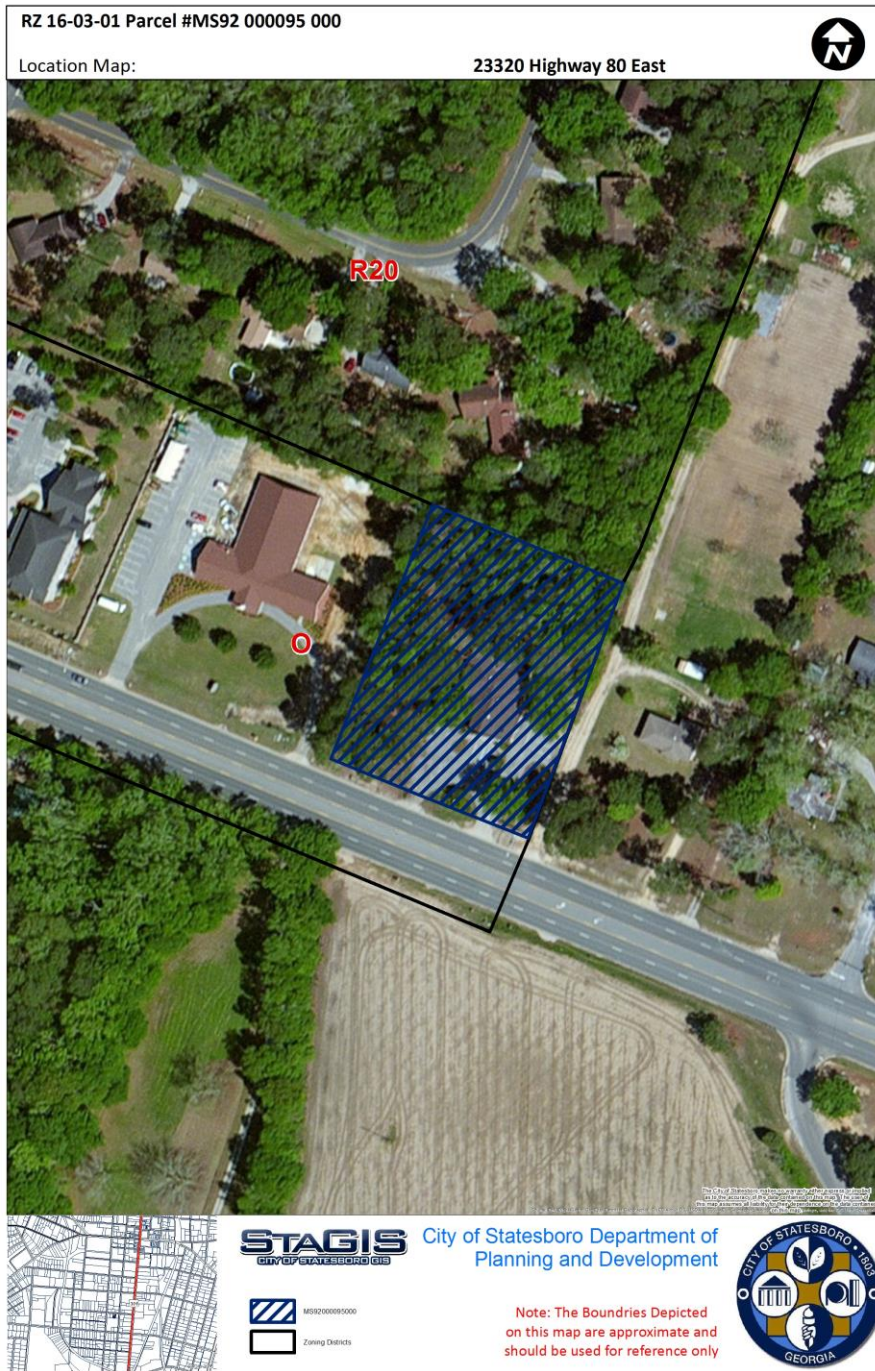
3. Commercial uses be restricted based on available parking spaces pursuant to Article XVI of the Statesboro Zoning Ordinance.
4. Permissible uses shall be restricted to those uses permissible by right in the Central Business District for the City of Statesboro.
5. Restaurants may include outdoor seating areas, but are limited to sit down service or walk up service only. Drive through facilities are not permissible.
6. Convenience or general merchandise stores are permissible, but gasoline or fuel pump stations are prohibited.
7. An independent parking lot is not considered a permissible use by right for this parcel or any subdivision thereof.
8. Accessory structures are prohibited.
9. The pedestrian and parking areas shall be planted with street trees in accordance with the Statesboro Tree Ordinance and be furnished with street furniture, including but not limited to benches, litter receptacles, light poles, etc.
10. All outdoor storage shall be screened.

**PLANNING COMMISSION RECOMMENDATION:**

At its regularly scheduled meeting on April 5, 2016, the Planning Commission voted 4 to 0 to recommend approval of the zoning map amendment requested by this application with staff's recommended conditions. The Planning Commission recommended the following condition in addition to staff's recommendations:

1. The sale and/or serving of alcohol is prohibited.

**EXHIBIT A: LOCATION MAP**



**EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING PROPERTIES**



Picture 1: Front View of Subject Site Facing Northeast from Across Highway 80 East



Picture 2: Back of Subject Site Facing South (one unit on the right side of the lot)

**EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING PROPERTIES (CONT'D)**



Picture 3: Side of Subject Site Facing East



Picture 4: Parking Lot of Subject Site Facing Highway 80 East Showing Ingress/Egress onto Highway 80 East



**EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING PROPERTIES (CONT'D)**



Picture 5: Boyd Lane (Bulloch County's Jurisdiction) Adjacent to Subject Site



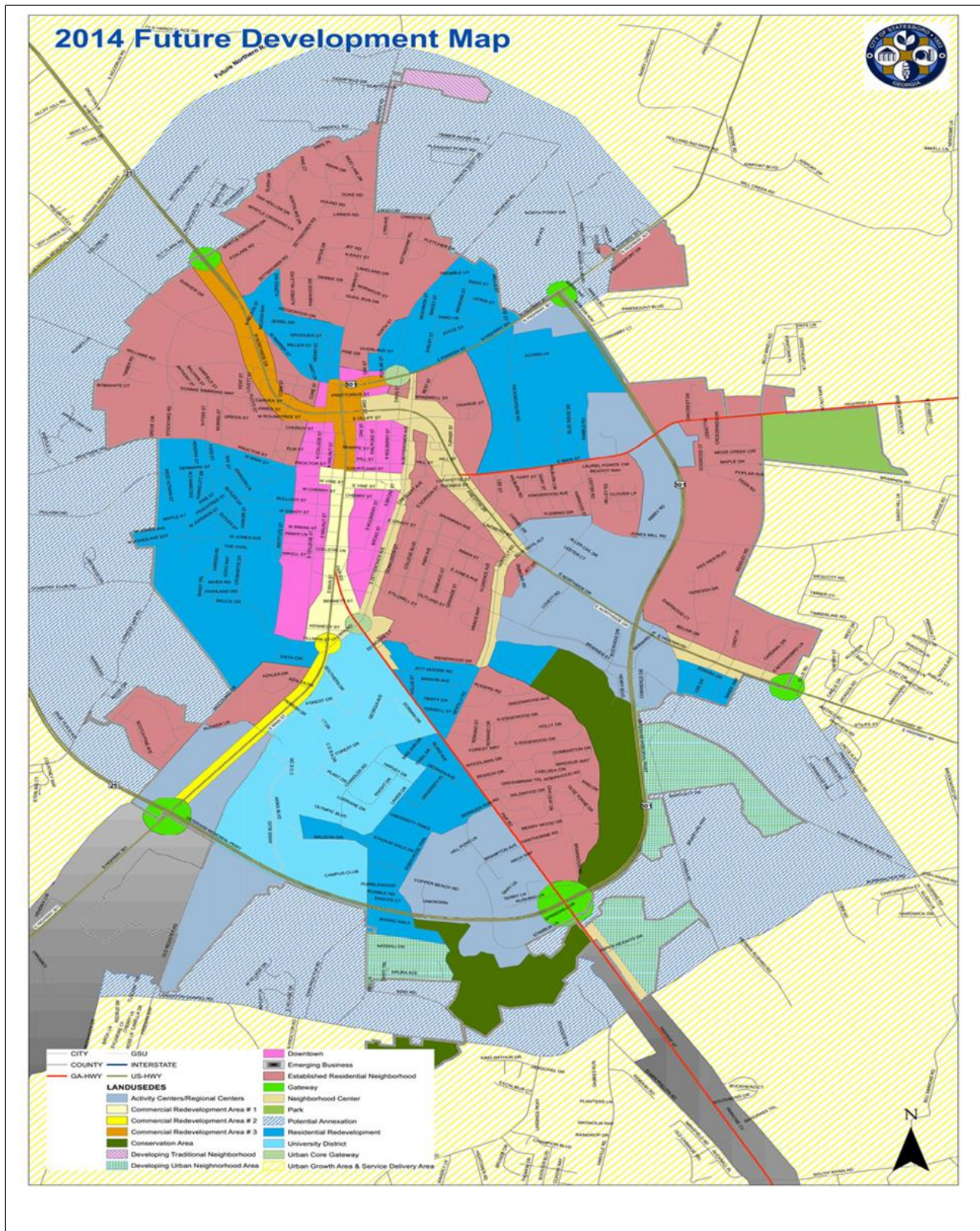
Picture 6: Subject Site Facing West Depicting Surrounding Properties

**EXHIBIT B: PHOTOS OF SUBJECT SITE (CONT'D)**



Picture 7: Subject Site Facing West Depicting Merrywood Baptist Church and Office Park

EXHIBIT C: 2014 STATESBORO FUTURE DEVELOPMENT MAP



## CONTRACT FOR SERVICES

This agreement made and entered into on \_\_\_\_\_, 2016, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the STATESBORO ARTS COUNCIL, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “SAC”.

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, the STATESBORO ARTS COUNCIL, INC. is a private sector nonprofit organization which engages in the promotion of tourism to the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of the STATESBORO ARTS COUNCIL, INC. to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the STATESBORO ARTS COUNCIL, INC., the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The SAC shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the SAC THREE AND THIRTY THREE HUNDRED PERCENT (3.33%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* to fund the SAC budget for the promotion of tourism to the City of Statesboro. The City shall also pay TWENTY FOUR AND FORTY THREE HUNDREDS PERCENT (24.43%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* to fund the general operating budget of the SAC. Said funds shall be paid monthly to the SAC and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1<sup>st</sup> day of July, 2016, and shall end at midnight on June 30, 2017 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The SAC Director shall furnish the City with a copy of the SAC's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the SAC Board. The City Manager shall provide the SAC Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The SAC shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The SAC shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the SAC pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1<sup>st</sup> day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the SAC at any time during regular business hours. The SAC shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31<sup>st</sup>, whichever is earlier. The SAC director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The SAC shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2017 the Statesboro Arts Council agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Convention and Visitors Bureau, Inc. to develop a joint marketing program to better coordinate the limited

resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the SAC shall be sent by registered or certified mail to the Executive Director of the SAC at 33 East Main Street, Statesboro, Georgia 30458 or such address as the SAC shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contact constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The SAC shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the SAC shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City Clerk via email at the same time. Also posted on the SAC website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

**MAYOR AND CITY COUNCIL OF STATESBORO**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**STATESBORO ARTS COUNCIL, INC.**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

## CONTRACT FOR SERVICES

This agreement made and entered into on \_\_\_\_\_, 2016, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, a governmental authority organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “DSDA”.

### WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY is a governmental authority which engages in the development of the downtown area of Statesboro;

WHEREAS, the City desires to fund activities the of the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY to foster the development of the downtown area of Statesboro;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The DSDA shall on behalf of the City of Statesboro foster the development of the downtown area of Statesboro.

2.

As compensation for said services, the City shall pay to the DSDA NINETEEN AND NINE TENTHS PERCENT (19.9%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et.* Said funds shall be paid monthly to the DSDA and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1<sup>st</sup> day of July, 2016, and shall end at midnight on June 30, 2017 unless sooner terminated upon thirty (30) days written notice by either party.



4.

The DSDA Director shall furnish the City with a copy of the DSDA's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the DSDA Board. The City Manager shall provide the DSDA Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The DSDA shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The DSDA shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the DSDA pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1<sup>st</sup> day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the DSDA at any time during regular business hours. The DSDA shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31<sup>st</sup>, whichever is earlier. The DSDA director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The DSDA shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2017 the DSDA agrees to work cooperatively with the Main Street Program, Statesboro Convention and Visitors Bureau and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the DSDA shall be sent by registered or certified mail to the Executive Director of the DSDA at 10 Siebald, Statesboro, Georgia 30458, or at such address as the DSDA shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contract constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The DSDA shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the DSDA shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro

City Clerk via email at the same time. Also posted on the DSDA website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

## CONTRACT FOR SERVICES

This agreement made and entered into on \_\_\_\_\_, 2016, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the STATESBORO CONVENTION AND VISITORS BUREAU, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “SCVB”.

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, the Statesboro Convention & Visitors Bureau, Inc. is a private sector nonprofit organization which engages in the promotion of tourism, conventions, and trade shows in the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of the Statesboro Convention & Visitors Bureau, Inc. to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the Statesboro Convention & Visitors Bureau, Inc., the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The SCVB shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the SCVB THIRTY EIGHT AND THIRTY FOUR HUNDREDS PERCENT (38.34%) of the amount the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* Said funds shall be paid monthly to the SCVB and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1<sup>st</sup> day of July, 2016, and shall end at midnight on June 30, 2017 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The SCVB Director shall furnish the City with a copy of the SCVB's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the SCVB Board. The City Manager shall provide the SCVB Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The SCVB shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The SCVB shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the SCVB pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1<sup>st</sup> day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the SCVB at any time during regular business hours. The SCVB shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31<sup>st</sup>, whichever is earlier. The SCVB director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The SCVB shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2017 the Statesboro Convention and Visitors Bureau agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the

limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the SCVB shall be sent by registered or certified mail to the Executive Director of the SCVB at P.O. Box 1516, Statesboro, Georgia 30459, or at such address as the SCVB shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contract constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The SCVB shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the SCVB shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City Clerk via email at the same time. Also posted on the SCVB website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

STATESBORO CONVENTION & VISITORS BUREAU, INC.

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

RESOLUTION 2016-22: A RESOLUTION EXEMPTING CERTAIN  
VEHICLES FROM MARKING REQUIREMENTS FOR ONE YEAR

THAT WHEREAS, OCGA 36-80-20 requires that all publicly owned vehicles except those in law enforcement or vehicles owned by individuals that are paid with City funds must have a decal on the front side panels; and

WHEREAS, OCGA 36-80-20 allows the City Council to exempt vehicles from these provisions following a public hearing; and

WHEREAS, some employees receive car allowances in lieu of a City vehicle, and desire that these vehicles continue to be exempt from the requirements to have decals; and

WHEREAS, the 2001 Session of the General Assembly amended OCGA 36-80-20 to limit the duration of such an exemption to one year, requiring an annual exemption instead of doing it one time as under the previous statute; and

WHEREAS, the required Public Hearing on this matter was held on June 21<sup>st</sup>, 2016;

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

Section 1. That the following employees' vehicles paid for from car allowances provided as part of their compensation are hereby exempted for a period of one year from the requirement to have decals on the side panels, as authorized by OCGA 36-80-20:

City Manager  
Deputy City Manager  
Director of Water and Wastewater  
Director of Natural Gas

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

Adopted this \_\_\_\_ day of June, 2016

CITY OF STATESBORO, GEORGIA

---

By: Jan J. Moore, Mayor

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Attest: Sue Starling, City Clerk



RESOLUTION 2016-23: A RESOLUTION ADOPTING MAXIMUM TARRIFF RATES ALLOWED BY TOWING AND STORAGE OPERARTORS ENGAGED IN NON-CONSENTUAL TOWING

WHEREAS, O.C.G.A. § 44-1-13 the practices of towing and storage operators engaged in nonconsensual towing;

WHERSAS, O.C.G.A. § 44-1-13 (b)(2) expressly provides the governing authority of a municipality the authority to require towing and storage operators to charge lower a lower maximum rate tariff than what is established and set by the Georgia Department of Public Safety in the Statewide Maximum Rate Tariff for nonconsensual towing;

WHEREAS, the Mayor and City Council finds that it is in the public interest and welfare to set a lower maximum rate tariff than what is established and set by the Georgia Department of Public Safety in the Statewide Maximum Rate Tariff for nonconsensual towing;

WHEREAS, the Mayor and City Council have adopted an ordinance to regulate this activity, and said ordinance calls for certain fees to be established by the Mayor and City Council; and

NOW THEREFORE BE IT RESOLVED that any towing or storage operator engaged in the business of providing nonconsensual towing service shall not charge the owner or operator of any towed motor vehicle more than the maximum rates published in the "Nonconsensual Towing Maximum Rate Tariff" prescribed by the Mayor and City Council which is attached as Exhibit A to this resolution.

BE IT FUTHER RESOLVED that no storage fees shall be charged for the first 24-hour period from the time the motor vehicle is removed from the property.

BE IT FURTHER RESOLVED that the fees stated in the "Nonconsensual Towing Maximum Rate Tariff" prescribed by the Mayor and City Council which is attached as Exhibit A to this resolution shall be all inclusive; no additional fees may be charged for the use of dollies, trailers, lifts, slim jims or any other equipment or service.

BE IT FURTHER RESOLVED that only the charges or rates for storage and removal that are contained in the "Nonconsensual Towing Maximum Rate Tariff" prescribed by the Mayor and City Council which is attached as Exhibit A shall be billed or collected by the wrecker service for towing or storage services;

BE IT FURTHER RESOLVED that the imposition of unauthorized charges or rates for storage and removal is a violation of Section 18-235 of the Code of Ordinances and shall subject the offending towing or storage operator, upon conviction in the Municipal Court, to a maximum fine of \$1000.00 and period of incarceration not to exceed THIRTY (30) DAYS, and that any violation shall be reported to the Georgia Department of Public Safety so that agency can take appropriate action against the offending owner's or operator's state issued nonconsensual towing license.

This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this \_\_\_\_ day of June, 2016

THE MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

By: \_\_\_\_\_  
Jan J. Moore, Mayor

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

Exhibit "A"  
Mayor and City Council of Statesboro  
Non- Consensual Towing Maximum Rate Tariff

A. TOWING RATES AND CHARGES

- |  |                        |
|--|------------------------|
| 1. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,000 pounds or less                     | Not to exceed \$150.00 |
| 2. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,001 pounds to 20,000                   | Not to exceed \$150.00 |
| 3. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-per unit charge  | Not to exceed \$250.00 |
| 4. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-combination unit | Not to exceed \$400.00 |

B. STORAGE RATES AND CHARGES

- |   |                       |
|---|-----------------------|
| 1. Storage for the first 24 hours, beginning at the time the vehicle is removed from the property                         | No charge             |
| 2. Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle  | No charge             |
| 3. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,000 pounds or less                     | Not to exceed \$15.00 |
| 4. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,001 pounds to 20,000 pounds            | Not to exceed \$20.00 |
| 5. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater- per unit charge | Not to exceed \$25.00 |
| 6. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-combination unit | Not to exceed \$50.00 |

C. OTHER RATES AND CHARGES

*Operator Fee*

- |   |                        |
|---|------------------------|
| 1. If the vehicle has been hooked with hoisting apparatus or loaded by the wrecker service and the vehicle has not left the premises and the owner or operator produces ignition key and removes vehicle immediately. |                        |
| (a) Operator Fee for vehicles with a GVWR of 19,999 or less   | Not to exceed \$60.00  |
| (b) Operator Fee for vehicles with a GVWR of 20,000 or more   | Not to exceed \$125.00 |

After Hours Fee

- |  |                       |
|--|-----------------------|
| 1. After hours fee may be charged if the vehicle's owner wishes to claim an impounded vehicle at any time other than between 8:00 a.m. and 6:00 p.m. Monday through Friday, and between 10:00 a.m. and 2:00 p.m. on Saturday and Sunday. | Not to exceed \$25.00 |
|--|-----------------------|

**RESOLUTION 2016-24**

A Resolution Authorizing the Mayor to Sign a Memorandum of Understanding and Agreement between the City of Statesboro and Concerted Services, Inc. for Verification of Utility Fee Credit Applications

**BE IT RESOLVED**, by the Mayor and Council of Statesboro, Georgia:

**WHEREAS**, the Mayor and City Council have previously adopted an ordinance authorizing a solid waste collection utility fee credit for elderly/low income utility customers; and,

**WHEREAS**, Concerted Services, Inc. has the capability and desire to determine applicant eligibility for such a program as they are currently approved and contracted by the State of Georgia for similar services; and,

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

Section 1. The Mayor is hereby authorized to execute a Memorandum of Understanding and Agreement between the City and Concerted Services, Inc. to perform eligibility verification for utility customers applying for the elderly/low income utility fee credit;

Section 2. This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 21st day of June, 2016

STATESBORO, GEORGIA

\_\_\_\_\_  
By: Jan J. Moore, Mayor

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

# Memorandum of Understanding & Agreement

## City of Statesboro Utility Fee Credit Program

This document shall serve as the formal understanding and agreement between the Mayor and City Council of Statesboro, herein called *City*, and Concerted Services, Inc., herein called *CSI*, to conduct customer application verification for a utility fee credit (discount) program.

WHEREAS, the City desires to establish a utility fee credit for heads of household who are 65 years of age or older and who have total household income at or below the poverty level;

WHEREAS, CSI has the capability and desire to determine eligibility for such a program as they are currently approved and contracted by the State of Georgia for similar services;

THEREFORE, both parties agree as follows:

### 1. Administration:

CSI shall accept applications and screen applicants to determine eligibility for the utility discount, and shall prepare and deliver to the City Utility Services Division lists of heads of household who are eligible for the discount. Such lists shall include utility account number, name, address, age, and total household income. CSI shall once each year, during the anniversary month of the month in which eligibility was first established, re-screen and re-establish eligibility for the utility discount according to the current year's criteria and shall provide to the City three lists as follows:

- (a) participants in the utility discount program who are eligible to continue receiving the benefit,
- (b) heads of household who are newly eligible for the benefit,
- (c) participants in the discount program who are no longer eligible for the benefit.

These lists shall be submitted to the City within five (5) business days of the close of each calendar month.

### 2. Criteria for Eligibility:

The City shall provide to CSI eligibility criteria for utility customers to be given a discount credit on utility service charges. This criteria for the term of this agreement and any month-to-month extension thereof shall be: *residents of the City of Statesboro who are heads of household in whose name the utility account is listed, who are 65 years of age or older, and whose total household income does not exceed poverty levels derived from State of Georgia Division of Aging Services' poverty guidelines as established from year-to-year.*

CSI shall use computer hardware and screening software which it has available for the purpose of determining eligibility based on the criteria proved by the City.

### 3. Screening Schedule:

As a minimum level of service, CSI shall make staff available to conduct screenings from 8 AM until 11 AM, Monday through Friday (excluding holidays) at their office in Statesboro, Georgia.

4. Participant Files.

CSI shall establish and maintain a file on each successful applicant containing Social Security number, proof of age, income documentation, head of household status, and City of Statesboro utility account number and service address.

5. Membership.

No applicant for a City utility discount shall be required to be a member of CSI shall provide full eligibility screening services at no charge to any applicant who provides the required documentation regardless of membership status.

6. Publicity.

The City shall publicize the availability of the utility discount program and CSI shall assist in such publicity through its newsletter to members and through other media, as appropriate.

7. Fees.

The City shall pay CSI \$10.00 per applicant screening performed during the term of this agreement and any extension thereof. CSI shall document the number of screenings performed and invoice the City monthly for the amount due, which amount shall be promptly paid by the City. The screening fees shall compensate CSI for staff salaries and benefits, printing, photocopying, forms, supplies, postage for renewal notifications and other mailings connected with the program, computer hardware and software support services, and other costs associated with this program.

8. Term.

The term of this agreement is one year beginning on July 1, 2016. This agreement will automatically renew on a month-to-month basis under the terms and conditions contained herein until or unless terminated upon 30 days written notice from either party. This agreement may be formally extended, renewed or modified upon terms and conditions acceptable to both parties.

This agreement is hereby executed by and between the parties below:

Mayor and City Council of Statesboro:

Concerted Services, Inc:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

RESOLUTION 2016-28: A RESOLUTION TO ADOPT THE FOURTH AMENDMENT TO THE FISCAL YEAR 2016 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 Fourth 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 Fourth Budget Amendment for Fiscal Year 2016;

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 Fourth Budget Amendment for the City's Fiscal Year 2016 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 21st day of June, 2016.

CITY OF STATESBORO, GEORGIA

---

By: Jan J. Moore, Mayor

---

Attest: Sue Starling, City Clerk



## ATTACHMENT #1

### FY 2016 FOURTH BUDGET AMENDMENT

#### 100 General Fund:

- Increase Revenues for Real Property – Current Year by \$100,000.
- Increase Revenues for Insurance Premium Tax by \$104,600.
- Increase Revenues for Inspection Fees by \$53,000
- Increase Revenues for Building Permits for \$88,000.
- Increase Expenditures for Finance Overtime by \$3,100.
- Increase Expenditures for Finance Insurance Other than Benefits by \$14,120.
- Increase Expenditures for Finance Bank Card Charges by \$40,000.
- Increase Expenditures for Human Resources Contract Services by \$42,000.
- Increase Expenditures for Police Insurance Other than Benefits by \$48,750.
- Increase Expenditures for Public Works Administration Regular Employees by \$8,000.
- Increase Expenditures for Streets Regular Employees by \$20,000.
- Increase Expenditures for Economic Development Life/Disability Insurance by \$60.
- Increase Expenditures for Debt Service, City Hall Interest by \$2,600.
- Decrease Expenditures for Governing Body Insurance Other than Benefits by \$11,000.
- Decrease Expenditures for Elections Temporary Employees by \$10,000.
- Decrease Expenditures for Engineering Regular Employees by \$53,030.

**Net effect on Fund is: Increase in Fund Balance by \$241,000.**

#### 210 Confiscated Assets Fund:

- Increase Expenditures for Education and Training by \$4,800.
- Increase Expenditures for Small Tools and Equipment by \$5,240.

**Net effect on Fund is: Decrease in Fund Balance by \$10,040.**

#### 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 Revenues for Arts Council Grant by \$12,000.
- Increase Expenditures for Payment to Statesboro Arts Council by \$12,000.

**Net effect on Fund is: None.**

### **251 America's Best Communities Grant Fund**

- Increase Revenues for America's Best Communities Grant by \$135,000.
- Increase Revenues for Donations and Contributions by \$22,932.
- Increase Expenditures for Engineering Fees by \$41,000.
- Increase Expenditures for Public Relations by \$1,000.
- Increase Expenditures for Contract Services by \$14,737.
- Increase Expenditures for Banners by \$2,700.
- Increase Expenditures for Miscellaneous by \$395.

**Net effect on Fund is: Increase in Fund Balance by \$98,100.**

### **270 Statesboro Fire Service Fund:**

- No Changes.

**Net effect on Fund is: None.**

### **271 Tax Allocation District Fund**

- No Changes.

**Net effect on Fund is: None.**

### **275 Hotel/Motel Fund:**

- Increase Revenues for Hotel/Motel Tax by \$20,000.
- Increase Expenditures for Payment to Other Agencies – SCVB by \$7,334.
- Increase Expenditures for Payment to Other Agencies – DSDA by \$3,980.
- Increase Expenditures for Payment to Other Agencies – SAC by \$5,554.
- Increase Expenditures for Transfer to General Fund by \$1,000.

**Net effect on Fund is: Increase in Fund Balance by \$2,132.**

### **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 Transfer to Solid Waste Disposal Fund by \$1,006,500
- Increase Expenditures for Transfer to Information Technology Fund by \$255,000.

**Net effect on Fund is: Decrease in Fund Balance by \$1,261,500.**

### **341 2013 CDBG Fund:**

- Increase Expenditures for Engineering Fees by \$5,375.
- Increase Expenditures for General Administration Fees by \$10,000.
- Increase Expenditures for Postage by \$25.
- Increase Expenditures for Construction by \$373,290.

**Net effect on Fund is: Decrease in Fund Balance by \$388,690.**

**350 Capital Improvements Program Fund:**

- No Changes.

**Net effect on Fund is: None.**

**505 Water and Sewer Fund:**

- No Changes.

**Net effect on Fund is: None.**

**506 Reclaimed Water System Fund**

- No Changes.

**Net effect on Fund is: None .**

**507 Storm Water Fund**

- No Changes.

**Net effect on Fund is: None .**

**515 Natural Gas Fund:**

- No Changes.

**Net effect on Fund is: None.**

**541 Solid Waste Collection Fund:**

- Increase Revenues for Roll Off Tipping Fees by \$48,000.
- Increase Revenues for Roll Off Collection Fee by 19,000.

**Commercial Division**

- No Changes.

**Residential Division**

- No Changes.

**Roll-Off Division**

- Increase Expenses for Solid Waste Disposal Fees by \$67,000.

**Yardwaste Division**

- No Changes.

**Net effect on Fund is: None.**

**542 Solid Waste Disposal Fund:**

- No Changes.

**Net effect on Fund is: None.**

**601 Health Insurance Fund:**

- Increase Expense for Flex Fees by \$85,000.

**Net effect on Fund is: Decrease in Cash by \$85,000.**

**602 Fleet Management Fund:**

- Increase Revenues for Sublet by \$40,000.

- Increase Revenues for Sale of Assets by \$9,060.
- Increase Expense for Regular Employees by \$12,000.
- Increase Expense for Insurance Other than Benefits by \$3,200.
- Increase Expense for Other Services by \$40,000.

**Net effect on Fund is: Decrease in Cash by \$6,140.**

**603 Workers Compensation Fund:**

- Increase in Revenues for Worker's Compensation Premiums by \$144,620.
- Increase in Expense for Worker's Compensation Claims by \$80,000.

**Net effect on Fund is: Increase in Cash by \$64,620.**

**604 Wellness Fund:**

- Increase in Expense for Dues and Fees by \$2,000.

**Net effect on Fund is: Decrease in Cash by \$2,000.**

**605 Information Technology Fund:**

- No Changes.

**Net effect on Fund is: None.**

**RESOLUTION 2016-26: A RESOLUTION ADOPTING FINANCIAL POLICIES FOR  
THE CITY OF STATESBORO, GEORGIA**

THAT WHEREAS, the City of Statesboro has developed a number of financial policies which guide the preparation and administration of the budgeting, accounting, investment, risk management, debt, auditing, and financial reporting functions of city government; and

WHEREAS, the Mayor and City Council have reviewed the Financial Policies proposed by the City Manager, and desire to adopt those policies;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 21st day of June, 2016 that the financial policies included on the attached pages are hereby adopted as the Financial Policies for the City of Statesboro.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to develop the annual proposed Budget and Capital Improvements Program, and to administer them in conformance with these policies.

This Resolution shall be effective from and after its date of adoption.

Adopted this 21st day of June, 2016

CITY OF STATESBORO, GEORGIA

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By: Jan J. Moore , Mayor

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Attest: Sue Starling, City Clerk

## ***Financial Policies and Budget Preparation***

The City Council has adopted policies in all areas of financial management, which guide the preparation, adoption, amendment, and administration of the Operating Budget, the Capital Budget, and the Capital Improvements Plan. Below is a listing of those policies in the areas of:

- Operating Budget Policies
- Capital Budget Policies
- Revenue Policies
- Expenditure Policies
- Reserve Policies
- Cash Management and Investment Policies
- Risk Management Policies
- Debt Policies
- Accounting, Auditing, and Financial Reporting Policies
- The Budget Process
- Budget Amendment Policy

### ***Operating Budget Policies***

The City Council shall hold an annual Planning Session each spring in order to establish priorities for funding in the next fiscal year; and discuss long-range planning of major capital improvements.

The City shall adopt a balanced budget (planned revenues available equal planned expenditures) annually; and any subsequent amendment must identify the revenues or other financing sources necessary to maintain said balance.

The City will not appropriate fund balance or retained earnings in any fund that would hinder meeting the reserve targets established herein. Once those targets are met in a particular fund, any amount over the target may be appropriated either for capital improvements or unexpected operating expenses.

The City will pay competitive wages and fringe benefits in order to attract and retain quality personnel.

All Enterprise Funds and Internal Service Funds shall be self-supporting from their fees and charges, without any subsidy from the General Fund. Transfers to the General Fund from the Enterprise Funds shall be made only after sufficient net income is retained to cover debt service and capital improvements essential to properly maintain and expand these utility services.

The Solid Waste Collection Fund and the Solid Waste Disposal Fund should reflect the true costs to provide residential and commercial garbage collection, disposal and recycling; brush collection and disposal; bulk (white goods) collection and disposal; and leaf collection and disposal. The City Council shall evaluate annually the extent to which each service is supported by service charges rather than a subsidy from the General Fund.

The City shall aggressively pursue improvements in technology and work methods that will improve service levels and/or reduce operating costs.

The City shall use one-time revenues only for capital items, unexpected operating expenses or to build reserves, instead of operating expenditures/expenses.

The City shall raise property taxes only when absolutely necessary to balance the Budget and maintain adequate reserves. Any property tax increase should be used only for the purchase of additional capital improvements or to increase needed personnel.

All appropriations and expenditures shall be made in full compliance with applicable State laws and the City's Purchasing Manual.

The City will follow the Budget Preparation Calendar prepared by the Finance Department each year.

The Budget shall be prepared in full compliance with the State's Uniform Chart of Accounts, and with Generally Accepted Accounting Principles (GAAP) for Governments as promulgated by the Government Accounting Standards Board. This means the General Fund, Capital Projects Fund, Debt Service Fund, Expendable Trust Funds, and Special Revenue Funds will be budgeted on the modified accrual accounting basis. Enterprise Funds and Internal Service Funds will be budgeted on the full accrual accounting basis.

All Budgets shall be adopted at the legal level of budgetary control, which is the fund/department level (ie., expenditures/expenses may not exceed the total appropriation for any department within a fund without the City Council's approval).

The City Manager shall prepare an annual Budget that meets the requirements to receive the Distinguished Budget Presentation Award from the Government Finance Officers Association.

### ***Capital Budget Policies***

The City shall adopt a Capital Improvements Plan (CIP) annually which will include the next fiscal year's Capital Budget, plus planned improvements for the following five years.

The City shall make every effort not to add additional programs and services until both the Operating Budget and the CIP are adequately funded.

The City shall provide resources from current revenues to fund an adequate maintenance and replacement schedule for infrastructure, and the vehicle and equipment fleet.

The City will aggressively pursue state and federal funding, as well as other sources of funding for capital improvements.

All operating budget appropriations shall lapse at the end of a fiscal year. Appropriations for Capital Projects which have not been completed by fiscal year-end must be re-appropriated for the balance due on the project in the next fiscal year.

### ***Revenue Policies***

The City will budget revenues conservatively so that the chance of a revenue shortage during the year is remote. This also will help finance contingencies and Budget amendments that were unforeseen when the Budget was first adopted.

The City will review annually all fees and charges to assure that they maintain their inflation-adjusted purchasing power.

Since different revenue sources impact classes of taxpayers differently, the City Council recognizes that the only way to minimize these different impacts is to have a diversified revenue system. These impacts will be considered in making any needed adjustments to the various sources of revenue.

The City will make every effort not to become too dependent on one source of revenue in order to minimize serious fluctuations in any year.

The City will consider market rates and rates of comparable cities in the region when changing tax rates, fees, and charges. The City will make every effort to maintain its favorable comparative position with other Georgia cities in this regard, which has contributed to our economic development success.

All cash donations to any department or agency of the City must be deposited with the Finance Director's Office. All purchases using such donations must be budgeted and will comply fully with the City's purchasing policies. The City cannot accept donations on behalf of an outside agency or group. Donations of equipment or supplies may be made directly to a department or agency of the City. Donated equipment meeting the definition of a fixed asset must be reported to the Purchasing Director, for tagging and listing.

### ***Expenditures Policies***

Current expenditures shall be financed with current revenues that shall include that portion of fund balance in excess of authorized reserves. The City shall avoid budgetary procedures that balance current expenditures through the obligation of future resources, or which finance on-going expenditures with one time revenues. The City shall strive to avoid short-term borrowing to meet operating budget requirements. Nevertheless, this policy shall not prohibit short-term borrowing should a critical need arise.

### ***Reserve Policies***

The City Council recognizes the need to set reserve targets for every operating fund of the City. The targets for those funds using the modified accrual basis of accounting are set as the percentage that the undesignated fund balance is to the combined budgeted expenditures and transfers to other funds.



The targets for those funds using the accrual basis of accounting are set as the percentage that the working capital is to the budgeted operating expenses and transfers to other funds. The targets are as follows:

<i>Fund Title</i>	<i>Undesignated Fund Balance (or Working Capital) as a % of Expenditures (or Operating Expenses) and Transfers Out</i>
General Fund	25% Fund Balance
Statesboro Fire Service Fund	17% Fund Balance
Water/Wastewater Fund	17% Working Capital
Stormwater Fund	17% Working Capital
Natural Gas Fund	17% Working Capital and a \$350,000 Reserve Fund
Solid Waste Collection Fund	17% Working Capital
Solid Waste Disposal Fund	17% Working Capital
Benefits Insurance Fund	9% Working Capital and a \$250,000 Reserve Fund
Fleet Management Fund	17% Working Capital

These reserve targets shall be reviewed annually by the City Manager who shall report to the City Council on their continued adequacy.

### ***Cash Management and Investments Policies***

The City will make all deposits of cash within the time period required by State law. All deposits must be fully collateralized as required by State law.

The City will aggressively pursue all revenues due, including past due utility bills, court tickets and fines, and property taxes, using whatever legal means are available.

The City will pay all obligations on or before the due date.

The City will continue the current cash management and investment policies, which are designed to emphasize safety of capital first, sufficient liquidity to meet obligations second, and the highest possible yield third. Those policies are outlined below:

The City will operate with the least number of bank accounts required by federal and state statutes and regulations and GAAP for governments. Consolidation of bank accounts makes investment decisions easier, and reduces staff time needed to reconcile monthly bank statements.

The Director of Finance will make a twelve-month cash flow projection, and from that develop a schedule of long-term investments. These investments could be any type authorized by State law. However, the City Council has limited it to Certificates of Deposit with local banks. All investments shall be made using competitive bidding and must fully comply with State collateralization of deposits. Such investments shall be pooled from among the various funds, and bid out no more frequently than once a month. This keeps the investment process manageable with limited staff. Large amounts of cash not in time deposits shall be kept in the

sweep investment account to improve overall interest earnings. Should the sweep investments account interest rate be higher than that of a certificate of deposit, then the funds shall be kept in the sweep investment account.

### ***Risk Management Policies***

The City will minimize potential losses through employee safety training, inspections of the workplace, risk analysis, and OSHA compliance. The Purchasing Director shall be responsible for these programs.

A drug-testing program shall continue for all potential employees, as well as random testing of all federally-required employees.

### ***Debt Policies***

The City will issue bonds and capital outlay notes only for capital improvements and moral obligations. The City will attempt to fund capital improvements through net income of the utility systems, general revenues, and its portion of any SPLOST (Special Purpose Local Option Sales Tax) funds before resorting to long-term debt issuance. This will reduce the overall indebtedness and strengthen the City's creditworthiness.

The City will not issue notes or bonds to finance operating deficits. Adequate reserves will be maintained to assure this doesn't become necessary. No bond or note will be issued to purchase a fixed asset that has a shorter useful life than the term of the debt instrument.

The City will issue general obligation bonds or capital outlay notes for necessary general government projects and either general obligation or revenue bonds for enterprise fund projects. The City may also use pooled capital lease funds from GMA and loans from the Georgia Environmental Facilities Authority (GEFA).

No debt will be issued which would increase the outstanding amount of debt above ten (10%) percent of the total assessed value of property within the City. The outstanding amount of debt in this calculation shall not include debt issued for improvements in the utility systems, because that debt will be repaid from charges for services, not from property taxes. These limitations are found in Article IX., Section V, Paragraph 1 and Article IX., Section VI, Paragraph 1 of the Georgia Constitution.

A firm source of revenue sufficient to make the anticipated debt service payments must be identified by the City Council before any capital outlay note, GEFA loan, GMA capital equipment lease, general obligation bond, or revenue bond is issued.

### ***Accounting, Auditing, and Financial Reporting Policies***

The City Council will receive a monthly finance report showing Income Statements, Cash Flow Statements where appropriate, and all Investments.

The City shall have a qualified certified public accounting firm conduct an independent audit annually, as required by OCGA 36-81-7 (a)(1).

The City will maintain its accounting records in full accord with Generally Accepted Accounting Principles (GAAP) as promulgated by the Government Accounting Standards Board. The Finance Director is expected to obtain clean (unqualified) Audit Opinions each year.

The Annual Audit shall be submitted to the State Auditor before December 15th of each year, so that the City complies with OCGA 36-81-7 (d)(1). Any deficiencies noted by the Auditors shall be corrected immediately by the Director of Finance.

### ***The Budget Process***

The City's Budget process begins in early January when department heads are given electronic format forms upon which to submit their operating and capital budget requests. The City Council is also notified to give the City Manager any requests they might have, so that costs may be researched. Departmental requests for the Capital Improvements Program are turned in to the Deputy City Manager by February 2nd, and all Operating Budget requests are turned in to the Deputy City Manager by March 3rd.

The Finance Director and City Manager decide upon the revenue estimates for the Operating Budget, and the amount to be transferred to the CIP and the amount of any proposed bond issues. At that point, the Finance Director begins the review of the operating expenditures, and the City Manager prepares the CIP. After the Finance Director has prepared a preliminary Budget, the Finance Director and the City Manager review it to determine whether further cuts are possible, or if additional revenues are necessary. Those decisions are made prior to the first week in April, when a Budget Planning Retreat is held by the City Council.

At that meeting, the Finance Director and City Manager's present projections of the current fiscal year's Budget, and the preliminary Operating Budget for Council review. In addition, the City Manager presents the Council with his recommendations for a six-year Capital Improvements Program. The City Council then debates any changes in suggested priorities in both the preliminary Operating Budget and the Capital Improvements Program. Once those priorities are established, the City Manager finalizes the CIP, and the Finance Director finalizes the Operating Budget. Both work on the narrative portions of the documents. The City Manager prepares the Budget Message and CIP Letter of Transmittal detailing the major issues, initiatives, and goals and objectives contained in both documents. The Finance Department prepares the spreadsheets detailing the line item budgets proposed for each fund.

The two documents are sent to the printers in mid-May, for distribution to the Mayor, City Council, and public by June 1st. Copies are available to the public at both the City Clerk's Office and the Statesboro Regional Library. A public hearing is scheduled for the first regular meeting in June, after which the Budget is voted upon, and the Budget becomes effective July 1st. In the event the Council cannot agree on a Budget before July 1st, an Interim Budget is adopted, which is simply a continuation Budget from the previous year. Once a Budget is adopted, the Finance Director authorizes the adopted Budget to be entered into the budgetary

accounting system.

### ***Budget Amendment Policy***

Since a budget is an estimate of revenues and expenditures, the budget management process does allow for amendments to the budget. Budget amendments may be made at any time throughout the fiscal year. Any amendment request is reviewed by the City Manager, who makes a recommendation on whether the expenditure should be made, and what revenue source will be used to finance it. All amendments require a Budget amendment resolution, since the original Budget is adopted by resolution. After passage, the Finance Director authorizes the amended amounts to be entered in the budgetary accounting system.

**Resolution 2016-27: A RESOLUTION TO ADOPT THE FISCAL YEAR 2017 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 AVAILABLE FOR APPROPRIATION**

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 the proposed FY 2017 Budget as presented by the City Manager and Director of Finance; 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

WHEREAS, the Mayor and City Council wish to adopt this proposal as the Fiscal Year 2017 Annual Budget;

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

Section 1. The proposed Fiscal Year 2017 Budget, attached hereto and incorporated herein as a part of this Resolution, is hereby adopted as the Budget for the City of Statesboro, Georgia for Fiscal Year 2017, which begins July 1, 2016 and ends June 30, 2017.

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

Section 3. 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. All appropriations shall lapse at the end of the fiscal year.

Section 5. The Authorized Personnel by department and division shown in this Budget are hereby formally adopted as the number of authorized positions within each department and division, until and unless amended by resolution of the Mayor and City Council.

Section 6. The Proposed Pay Plan for FY 2017 shown in this Budget, as amended, is hereby formally adopted as the City's Pay Plan effective on July 1, 2016, unless further amended by resolution of the Mayor and City Council,

Section 7. The proposed Capital Improvements Program presented is hereby adopted as the City of Statesboro's Capital Improvements Program for FY 2017-FY 2022. This Program is hereby adopted as the City's long-term financial plan unless further amended by resolution of the Mayor and City Council.

Section 8. This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 21<sup>th</sup> day of June, 2016.

CITY OF STATESBORO, GEORGIA

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By: Jan J. Moore, Mayor

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Attest: Sue Starling, City Clerk

RESOLUTION 2016-25: A RESOLUTION ADOPTING THE STATESBORO  
SCHEDULE OF RATES, FEES AND FINES

THAT WHEREAS, the City Council viewed and approved the City of Statesboro Schedule of Rates, Fees and Fines that incorporates all departments inclusive.

WHEREAS, it is required by the departments to uphold the policy and pricing as laid out within the document as the standard.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia this 21st day of June, 2016 as follows:

Section 1. That the document entitled "City of Statesboro Schedule of Fees, Rates and Fines for FY2017", attached hereto and incorporated into this Resolution by reference, is hereby adopted and approved as the fees, rates and fines authorized to be charged by each department.

Section 2. That any provision of any ordinance or resolution, or administrative policy in conflict with this schedule is hereby repealed to the extent of any such conflict; and the provision of this Resolution shall take precedence in determining the fees, rates and fines to which they apply.

Section 3. That this Resolution shall be effective July 1, 2016.

Adopted this 21st day of June, 2016

City of Statesboro, Georgia

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Jan J. Moore, Mayor

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Sue Starling, City Clerk



# City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017

Fee Description:	Government Statute	FY 2016 (Current)	FY 2017 (Proposed)	Last Known Increase
<b>Engineering Department</b>				
<b>Electrical Permits:*</b> ( Per size of service)				
60 to 100 AMP main switch	City Ordinance Sec 1707	\$31.50	\$31.50	> 7 Years
101 to 200 AMP main switch	City Ordinance Sec 1707	\$52.50	\$52.50	> 7 Years
201 to 400 AMP main switch	City Ordinance Sec 1707	\$84.00	\$84.00	> 7 Years
401 to 600 AMP main switch	City Ordinance Sec 1707	\$115.50	\$115.50	> 7 Years
601 to 800 AMP main switch	City Ordinance Sec 1707	\$210.00	\$210.00	> 7 Years
801 to 1200 AMP main switch	City Ordinance Sec 1707	\$315.00	\$315.00	> 7 Years
2101 to 2000 AMP main switch	City Ordinance Sec 1707	\$472.50	\$472.50	> 7 Years
2001 to 4000 AMP main switch	City Ordinance Sec 1707	\$1,050.00	\$1,050.00	> 7 Years
		\$35.00	\$35.00	> 7 Years
* One permit charge.				
* Each circuit connected in panel (in use) shall be \$3.00 in addition to the above charges.				
* Minimum inspection charges on any job will be \$35.00.				
<b>Plumbing Permits:</b>				
Plumbing permit per fixture charge	City Ordinance Sec 1707	\$6.00	\$6.00	> 7 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 7 Years
<b>HVAC Permits:</b>				
HVAC permit per ton up to 49,999 BTU heating	City Ordinance Sec 1707	\$9.00	\$9.00	> 7 Years
HVAC permit per ton (condensing unit) charge per 50,000 to 100,000 BTU	City Ordinance Sec 1707	\$20.00	\$20.00	> 7 Years
Permit per ton for every additional 100,000 BTU charge	City Ordinance Sec 1707	\$20.00	\$20.00	> 7 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 7 Years
<b>Other Permits:</b>				
Right of Way Encroachment & Street Excavation Permit	City Ordinance Sec 1707	\$35.00	\$35.00	> 7 Years
Land Disturbing Activity Permit per Acre**	City Ordinance Sec 38-105 ( c )	\$40.00	\$40.00	> 7 Years
Cemetery Lots				
1 Grave Lot	City Ordinance Sec 26-7	\$1,000.00	\$1,000.00	> 5 Years
2 Grave Lot	City Ordinance Sec 26-7	\$2,000.00	\$2,000.00	> 5 Years
** No application fee				
<b>Protective Inspections Division</b>				
<b>Protective Inspections:</b>				
First Inspection	City Ordinance Sec 1707	\$35.00	\$35.00	> 7 Years
Second Inspection	City Ordinance Sec 1707	\$50.00	\$50.00	> 7 Years
Third Inspection	City Ordinance Sec 1707	\$75.00	\$75.00	> 7 Years
Fourth Inspection and Subsequent Inspections	City Ordinance Sec 1707	\$100.00	\$100.00	> 7 Years
<b>Planning and Development Department</b>				
<b>Building Permits: *</b> * This fee does not include fees for required inspections and plan review.				
Value of Project:	I.R.B.C.; City Ordinance Sec 14-01			
\$1000 and less	No fee, unless inspection is required, in which case a \$35.00 fee for each inspection shall be required.			> 7 Years
\$1000 to \$100,000	\$35.00 for first \$1,000.00 plus \$6.00 for each additional thousand or fraction thereof to, and including, \$100,000.00.			> 7 Years





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017



**Legend**  
**Proposed FY 2017**

<b>Fee Description:</b>	<b>Government Statute</b>	<b>FY 2016 (Current)</b>	<b>FY 2017 (Proposed)</b>	<b>Last Known Increase</b>
\$100,000 to \$500,000				> 7 Years
\$500,000 and up				> 7 Years
<b>Other Permits:</b>				
Subdivision Permit (Commercial & Residential)	City Ordinance Apen. A Sec 1707	\$0.00	\$0.00	> 7 Years
Demolition Permit Per Structure	City Ordinance Apen. A Sec 1707	\$75.00	\$75.00	> 7 Years
Moving Permit Per Structure	City Ordinance Apen. A Sec 1707	\$100.00	\$100.00	> 7 Years
Right of Way Permit	Proposed Ordinance	\$100.00	\$100.00	July 1, 2015
<b>Zoning Fee Schedule:</b>				
Administrative Variance	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	Nov 2011
Annexation*				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
Special Exception				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$150.00	\$150.00	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
Variance**				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$300.00	\$300.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$350.00	\$350.00	June 16, 2009
Zoning Map Amendment***				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$200.00 + \$2.00 per acr	\$200.00 + \$2.00 per acre	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$300.00 + \$2.00 per acr	\$300.00 + \$2.00 per acre	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$400.00 + \$2.00 per acr	\$400.00 + \$2.00 per acre	June 16, 2009
Wireless Communication Conditional Use				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A	N/A	
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$3,000.00	\$3,000.00	July 1, 2015
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$3,000.00	\$3,000.00	July 1, 2015
Wireless Communication Tower maintenance & Upgrade Permit				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A	N/A	
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	July 1, 2015
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	July 1, 2015
Signs				
New sign/sign modification	City Ordinance Apen. A Sec 1707	\$50.00 + \$1.00 S.F.	\$50.00 + \$1.00 S.F.	July 1, 2015
Wireless Communication Maint & Upgrades	City Ordinance Apen. A Sec 1707	\$75.00	\$75.00	July 1, 2015
Temporary sign or banner	City Ordinance Apen. A Sec 1707	No Fee	No Fee	July 1, 2015
Other				
Appeal****	City Ordinance Apen. A Sec 1707	\$150.00 + Advertisement Fee	\$150.00 + Advertisement Fee	July 1, 2015
Applicant Request to Table	City Ordinance Apen. A Sec 1707	N/A	N/A	July 1, 2015



# City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>	
Note	Article XV Plan Review (Man., Mobile, & Modular Home) * Applications for annexation at the default R-40 zoning district shall be processed for no fee. ** A separate application must be processed for each instance and/or provision in which a variance is requested. *** Fee based on the district being requested. Applications for property proposed to be zoned PUD shall be based on the primary proposed use of underlying base zoning district. **** Appeal fee of \$150.00 (excluding advertisement) refunded if ruling favors applicant. All fees, including surcharges, shall double where application for a permitted activity is made retroactively.	City Ordinance Apen. A Sec 1707 N/A	N/A	N/A	July 1, 2015
<b>Subdivisions Fee Schedule:</b>					
Major Subdivisions					
	Sketch Plan	City Ordinance Apendix A Art. X	N/A no fee required	N/A no fee required	June 16, 2009
	Preliminary Plat	City Ordinance Apendix A Art. X	N/A no fee required	N/A no fee required	July 1, 2015
	Final Plat * No fee if approved as part of building permit/certificate of occupancy process.		\$100.00	\$100.00	June 16, 2009
Minor Subdivisions					
	Minor Subdivision Plat	City Ordinance Apendix A Art. X	\$25.00	\$25.00	July 1, 2015
Financial					
	Improvement Guarantee (Original)	City Ordinance Apendix A Art. X	\$50.00	\$50.00	June 16, 2009
	Improvement Guarantee (Amendment)	City Ordinance Apendix A Art. X	\$50.00	\$50.00	June 16, 2009
Other					
	Appeal **	City Ordinance Apendix A Art. X	cost of advertisement fee	cost of advertisement fee	July 1, 2015
	Applicant Request to Table	City Ordinance Apendix A Art. X	cost of advertisement fee	cost of advertisement fee	July 1, 2015
	Variance (Appendix B [Subdivision Regulations] only)***	City Ordinance Apendix A Art. X	\$250.00	\$250.00	July 1, 2015
Note	* Separate fee for each phase and for each amended final plat. *** A separate application must be processed for each instance and/or provision in which a variance is requested. Additional administrative activities for which the Statesboro Planning Department has been designated as the City's principal administrative agent.	City Ordinance Apendix A Art. X			
<b>Miscellaneous:</b>					
	Development of Regional Impact Surcharge	Georgia State Statute		\$100.00	July 1, 2015
	Zoning Certification Letter	Georgia State Statute	\$40.00	\$40.00	June 16, 2009
	Statesboro Subdivision Regulations		\$20.00 bound copy; \$10.00 digital copy	\$20.00 bound copy; \$10.00 digital copy	
	Statesboro Zoning Ordinance		\$20.00 bound copy; \$10.00 digital copy	\$20.00 bound copy; \$10.00 digital copy	
	Statesboro Comprehensive Plan (or other official plan or planning study adopted by City Council)*		\$20.00 bound copy; \$10.00 digital copy	\$20.00 bound copy; \$10.00 digital copy	June 16, 2009
Note	* Also available on City of Statesboro website: <a href="http://www.statesboroga.gov">www.statesboroga.gov</a> All fees, including surcharges, shall double where application for a permitted activity is made retroactively.				
<b>City Clerk's Department</b>					
	Alcohol License Application Fee	City Ordinance Sec 6-5 (b)	\$150.00	\$200.00	> 7 Years
	Class B, Retail Beer Package	City Ordinance Sec 6-4 (c) 2	N/A	\$875.00	July 1, 2016
	Class C, Retail Wine Package	City Ordinance Sec 6-4 (c) 3	N/A	\$875.00	July 1, 2016
	Class D, Retail Liquor by the Drink	City Ordinance Sec 6-4 (c) 4	N/A	\$1,425.00	July 1, 2016
	Class E, Retail Beer by the Drink	City Ordinance Sec 6-4 (c) 5	N/A	\$1,425.00	July 1, 2016
	Class F, Retail Wine by the Drink	City Ordinance Sec 6-4 (c) 6	N/A	\$1,425.00	July 1, 2016



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017



**Legend**  
**Proposed FY 2017**

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
Class G, Wholesale Liquor	City Ordinance Sec 6-4 ( c ) 7	N/A	\$1,500.00	July 1, 2016
Class H, Wholesale Beer	City Ordinance Sec 6-4 ( c ) 8	N/A	\$1,500.00	July 1, 2016
Class I, Wholesale Wine	City Ordinance Sec 6-4 ( c ) 9	N/A	\$1,500.00	July 1, 2016
Class J, Licensed Alcoholic Beverage Caterer	City Ordinance Sec 6-4 ( c ) 10	N/A	\$200.00	July 1, 2016
Class K, Brewer, Manufacturer of Malt Beverages Only	City Ordinance Sec 6-4 ( c ) 11	N/A	\$1,750.00	July 1, 2016
Class L, Broker	City Ordinance Sec 6-4 ( c ) 12	N/A	\$1,750.00	July 1, 2016
Class M, Importer	City Ordinance Sec 6-4 ( c ) 13	N/A	\$1,750.00	July 1, 2016
Class O, Manufacture of Wine Only	City Ordinance Sec 6-4 ( c ) 15	N/A	\$1,750.00	July 1, 2016
Sunday Sales Permit	City Ordinance Sec 6-5 ( m )	N/A	\$300.00	July 1, 2016
In Room Service Permit	City Ordinance Sec 6-5 ( q )	N/A	\$150.00	July 1, 2016
Event Permit for Caterers (Per Event)	City Ordinance Sec 6-5 ( p )	N/A	\$15.00	July 1, 2016
Alcohol Beverage Control Security Permit (Obtained at Statesboro Police Dept.)		\$50.00	\$50.00	July 1, 2015
Penalty Fee for Renewal Applications	City Ordinance Sec 6-5 ( I )	N/A		July 1, 2015
Applications filed after May 1 but before May 16	City Ordinance Sec 6-5 ( I )	\$200.00	\$200.00	July 1, 2015
Applications filed after May 16 but before June 1	City Ordinance Sec 6-5 ( I )	\$300.00	\$300.00	July 1, 2015
Applications filed after June 1 * Percent applied	City Ordinance Sec 6-5 ( I )			July 1, 2015
Note: * 20% of Annual License Fee but not less than \$500.00 whichever is greater.				July 1, 2015
Criminal Background Check Fee for Alcohol License	GAPS GA Applicant Proc Serv	\$52.75	\$51.00 GAPS	> 7 Years
Application Fee for Business License (Occupational Tax Certificate)	City Ordinance Sec 18-102	\$35.00	\$40.00	6 Years
Business License Fee ( Permit for Employee)	City Ordinance Sec 18-104	\$20.00	\$20.00	> 7 Years
Business License Flat Fee ( for all businesses)	City Ordinance Sec 18-104	\$85.00	\$95.00	6 Years
Special Event Permit	City Ordinance Sec 6-8 ( 2 )	N/A	\$50.00	
Distance Waiver Application Fee	City Ordinance Sec 6-5 ( o )	N/A	\$150.00	
Temporary Vendors Lic. Application Fee (Street vendors, seasonal, garage sales)	City Ordinance Sec 18-2	\$35.00	\$35.00	> 7 Years
Practitioners of Professions and Occupations -Occupation Tax	City Ordinance Sec 18-105	\$400.00	\$400.00	> 6 Years
Violation of Businesses who Fail or Refuse To Pay Occupation Tax	City Ordinance Sec 18-114 (d)	\$500.00	\$500.00	> 6 Years
Taxi Cab Vehicle for Hire Regulatory Fee	City Ordinance Sec 18-103 (a) (1)	\$75.00	\$80.00	> 6 Years
Pawn Shop License Fee	City Ordinance Sec 18-62	\$250.00	\$250.00	July 1, 2014
Pawn Shop Additional Location Fee	City Ordinance Sec 18-62	\$250.00	\$250.00	July 1, 2014
Pawn Shop Regulatory Fee	City Ordinance Sec 18-103 (6) (a)	\$60.00	\$60.00	July 1, 2015
Open Records Request (copies) **	State Regulations	\$.10 Per Page	\$.10 Per Page	4 Years
Election Qualifying Fee for Mayor and Council Members	State Regulations	3% of Salary	3% of Salary	4 Years
Property Tax Penalty	State Regulations	1% until Paid*	1% until Paid*	4 Years
Wrecker and Towing Regulatory Fees	City Ordinance Sec. 18-103 (a) (2)	\$85.00	\$85.00	July 1, 2015
Wrecker and Towing Violation Damages	City Ordinance Sec. 18-237	\$100.00	\$100.00	> 6 Years
Wrecker and Towing -No Agreement for Systematic Surveillance of Property for Towing	City Ordinance Sec. 18-238	\$1,000.00	\$1,000.00	> 6 Years
Professional Bondsman Regulatory Fee	City Ordinance Sec. 18-103 (a) (3)	\$85.00	\$85.00	July 1, 2015
Billiard Operators Regulatory Fee	City Ordinance Sec. 18-103 (a) (4)	\$55.00	\$55.00	July 1, 2015



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017



<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
<b>Criminal Penalties for Ordinance Violations by Owners or Operators of Amusement Game Rooms:</b>				
First Offense	City Ordinance Sec. 18-273 (a) (1)	\$500.00	\$500.00	> 6 Years
Second Offense	City Ordinance Sec. 18-273 (a) (2)	\$750.00	\$750.00	> 6 Years
Third Offense	City Ordinance Sec. 18-273 (a) (3)	\$1,000.00	\$1,000.00	> 6 Years
More than Three Offenses	City Ordinance Sec. 18-273 (c)	\$1,000.00	\$1,000.00	> 6 Years
Massage Parlor Regulatory Fee	City Ordinance Sec. 18-103 (a) (5)	\$55.00	\$55.00	July 1, 2015
Adult Entertainment Establishment Regulatory Fee	City Ordinance Sec. 18-103 (a) (7)	\$55.00	\$55.00	July 1, 2015
Adult Entertainment Establishments Investigation Fee	City Ordinance Sec. 18-180 (b)	\$55.00	\$55.00	July 1, 2015
Adult Entertainment Establishments Application Fee	City Ordinance Sec. 18-181 (a)	\$2,500.00	\$2,500.00	> 6 Years
Adult Entertainment Establishments Application Renewal Fee	City Ordinance Sec. 18-187	\$500.00	\$500.00	> 6 Years
Adult Entertainment Establishments Change of Name/Location Fee	City Ordinance Sec. 18-189	\$500.00	\$500.00	> 6 Years
Adult Entertainment Establishments Business License Violation Fee	City Ordinance Sec. 18-197	\$1,000.00	\$1,000.00	> 6 Years
Adult Entertainment Establishments Administrative Fee For Change of Location	City Ordinance Sec. 18-201	\$15.00	\$15.00	> 6 Years
Insurance Companies License Fees	City Ordinance Sec. 18-31	\$100.00	\$100.00	4 Years
Insurance Companies Additional Location -per location charge	City Ordinance Sec. 18-32	\$40.00	\$40.00	July 1, 2015
Alcohol Excise Tax on Mixed Drinks***	City Ordinance Sec 6-20	3% of total mixed alcohol per quarter		4 Years
Hotel Motel Tax Rate	City Ordinance Sec 74-22	6%	6%	3 Years
* 10% 90 days past due.				
** Fee plus salary of lowest paid employee qualified to fill request with the first 15 minutes free.				
*** Additional Alcohol excise tax per O.C.G.A. Title 3, Chapter 5, Article 4, Part 2, 3-5-80: Municipalities shall impose an excise tax in addition to excise taxes levied by the state.				

### Statesboro Police Department

<u>Type of Charges:</u>				
Accident Report Copies	O.C.G.A. 40-9-30	\$2.00 per copy	\$2.00 per copy	4 years
Criminal Background Check	O.C.G.A. 35-3-34 (d3)	\$25.00 each	\$25.00 each	4 years
Expungement Request	O.C.G.A. 35-3-37	\$25.00 each	\$25.00 each	4 years
Police Extra Duty Employment	City Policy	\$30/hr 3 hr min.	\$30/hr 3 hr min.	4 years
Technology Fee	City Ordinance 78-10	\$30.00	\$30.00	July 1, 2015
<b>Open Records Costs per Open Records Act:</b>				
Hours to search retrieve and review				
First 15 minutes	State Regulations	no charge	no charge	4 Years
Total hours of preparation*	State Regulations	x \$13.62 =Amount	x \$13.62 =Amount	4 Years
Total hours of copying documents*	State Regulations	x \$13.62 =Amount	x \$13.62 =Amount	4 Years
Total number of Pages**	State Regulations	x \$0.10 = Amount	x \$0.10 = Amount	4 Years
Other Costs that may apply				
Number of copies of audio tapes (CD-ROM)	State Regulations	x \$.35 = Amount	x \$.35 = Amount	4 Years
Number of copies of video tapes	State Regulations	x \$.35 = Amount	x \$.35 = Amount	4 Years
Number of copies of photographs	State Regulations	x \$.10 = Amount	x \$.10 = Amount	4 Years
Number of CD-ROM's with digital photographs	State Regulations	x \$.35 = Amount	x \$.35 = Amount	4 Years
Other Agency Costs (specify in detail)	State Regulations	+ (Actual Costs)	+ (Actual Costs)	4 Years
Postage	State Regulations	+ (Actual Costs)	+ (Actual Costs)	4 Years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017



Fee Description:	Government Statute	FY 2016 (Current)	FY 2017 (Proposed)	Last Known Increase
Discovery Request Cost Worksheet				
Number of Case Files	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	4 Years
Number of copies of audio CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	4 Years
Number of copies of photograph CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	4 Years
Number of copies of video DVD	State Regulations	x \$25.00 = Amount	x \$25.00 = Amount	4 Years
Postage	State Regulations	+ Actual cost	+ Actual cost	4 Years
Note	*Hourly Rate - The hourly charge for administrative/clerical tasks may not exceed the salary of the lowest paid, full-time employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.			
	**Copy Rate - An agency may not charge more than \$0.10 per page for each copy.			

### Finance Department

Finance Fees:			
* 2% Convenience Fee		N/A	2%
			New

### Statesboro Fire Department

Fire Prevention:	Plan Review			
Site Plans, per submittal, re-submittals, revisions, changes & amendments:	Proposed Ordinance	N/A	\$50.00	New
Construction Plans	Proposed Ordinance			
Building Construction and/or Renovation 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Building Construction and/or Renovation 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Building Construction and/or Renovation 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Building Construction and/or Renovation 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Fire Sprinkler	Proposed Ordinance			
Sprinkler Systems 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Sprinkler Systems 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Sprinkler Systems 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Sprinkler Systems 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Single Family Residential, Multi-Family Residential, Commercial, Not Required by Fire Code	Proposed Ordinance	N/A	No Charge	New
Standpipe System				
Standpipe Systems: Fee per system **	Proposed Ordinance	N/A	\$50.00	New
Fire Pump				
Fire Pump System: Fee per system **	Proposed Ordinance	N/A	\$50.00	New
Fire Alarm				
Sprinkler Systems 0 – 2,500 square feet	Proposed Ordinance	N/A	\$50.00	New
Sprinkler Systems 2,500 – 5,000 square feet	Proposed Ordinance	N/A	\$100.00	New
Sprinkler Systems 5,000 – 10,000 square feet	Proposed Ordinance	N/A	\$150.00	New
Sprinkler Systems 10,000 & up square feet*	Proposed Ordinance	N/A	\$150.00	New
Single Family Residential, Multi-Family Residential, Commercial, Not Required by Fire Code	Proposed Ordinance	N/A	No Charge	New
Hood and/or Hood Suppression System				
Hood Exhaust System	Proposed Ordinance	N/A	\$40.00	New



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017



<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
Hood Suppression System, Fee per system	Proposed Ordinance	N/A	\$40.00	New
Firework Displays				
Special Effects, Pyrotechnic and Flame Special Effects NOT Close Proximity	Proposed Ordinance	N/A	\$25.00	New
Special Effects, Pyrotechnic and Flame Special Effects Close Proximity	Proposed Ordinance	N/A	\$75.00	New
Note           *\$0.015 per additional square foot				
**except if part of continuation with sprinkler				
<b>New Construction</b>				
Occupancy Permit cost per permit	Proposed Ordinance	N/A	\$10.00	New
Initial Inspection for each initial inspection	Proposed Ordinance	N/A	No Charge	New
Re-Inspection Fees				
First Re-Inspection	Proposed Ordinance	N/A	No Charge	New
Second Re-Inspection and Each Subsequent Re-Inspection	Proposed Ordinance	N/A	\$50.00	New
Tent Permit Fee per tent, 400 sq. ft. or more	Proposed Ordinance	N/A	\$30.00	New
Temporary place of assembly	Proposed Ordinance	N/A	\$75.00	New
<b>Existing Construction</b>				
Annual Inspection	Proposed Ordinance	N/A	No Charge	New
First Re-Inspection	Proposed Ordinance	N/A	No Charge	New
Second Re-Inspection	Proposed Ordinance	N/A	\$25.00	New
Third Re-Inspection	Proposed Ordinance	N/A	\$50.00	New
Forth Re-Inspection Fee plus Citation to Municipal Court	Proposed Ordinance	N/A	\$100.00	New
Not having required Maintenance and documentation form	Proposed Ordinance	N/A	\$50.00	New
<b>Fire Sprinkler Systems Fees</b>				
<b><u>Residential, Commercial And Industrial Monthly Fee for inside Fire Service District:</u></b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$12.50	\$12.50	July 1, 2015
<b><u>Residential, Commercial And Industrial Monthly Fee for outside Fire Service District:</u></b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$21.50	\$21.50	July 1, 2015
<b><u>Governmental Monthly Fee for inside Fire Service District:</u></b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$25.00	\$25.00	July 1, 2015
<b><u>Governmental Monthly Fee for outside Fire Service District:</u></b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$35.00	\$35.00	July 1, 2015
Note: Fire Service fees are calculated per inch of diameter of the fire line. For Example: if the Fire Service Supply Line is 6 inches in diameter, the Monthly Fire Service fee would be \$12.50 X 6" diameter = \$75.00. The Fire Sprinkler Systems Fee is to cover the cost of inspections made by the Fire Department. The fire department sends a copy of the report to the Water/Sewer Department in case EPD news to review them. The two departments work together to set the rate.				
<b>Nuisance Fire Alarms</b>				
Nuisance Alarm #1 and #2	Proposed Ordinance	N/A	No Charge	New
Nuisance Alarm #3	Proposed Ordinance	N/A	\$350.00	New
Nuisance Alarm #4	Proposed Ordinance	N/A	\$500.00	New
Nuisance Alarm #5	Proposed Ordinance	N/A	\$750.00	New
Nuisance Alarm #6 and above Fee per each occurrence	Proposed Ordinance	N/A	\$1,000.00	New



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017



<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
Fire Alarm Reconnection	Proposed Ordinance	N/A	\$50.00	New
Failure to repair malfunction alarm within 30 days fee per day	Proposed Ordinance	N/A	\$250.00	New
A fee shall be charged immediately when nuisance fire alarm activation is the result of the failure to use prudent and reasonable means to avoid such nuisance fire alarm activations.	Proposed Ordinance	N/A	\$250.00	New
<b>Fire Lanes</b>				
Violation of Fire Lane code*	City Ordinance Ch 42 Art 3 Div 4	N/A	\$150.00	New
Parking in an Fire Lane per each occurrence	Proposed Ordinance	N/A	\$50.00	New
Note      *Plus \$10.00 per day after 14 days				
<b>Special Request:</b>				
Water Flow Test	Proposed Ordinance	N/A	\$40.00	New
<b>Response and Presence:</b>				
<b>Fire Apparatus Standby and Response</b>				
Apparatus Standby fee per vehicle per hour or portion thereof*	Proposed Ordinance	N/A	\$250.00	New
Specialized Equipment Standby (e.g. ATV, pickup truck, Fire Safety House, etc.)*	Proposed Ordinance	N/A	\$150.00	New
Note      *Plus hourly rate for personnel				
<b>Fire Personnel Rate</b>				
Rates are per hour or portion thereof Fire or special response and standby	Proposed Ordinance	N/A	\$30.00	New
Hazardous Material Responders	Proposed Ordinance			
Operations Level per hour	Proposed Ordinance	N/A	\$30.00	New
Technician Level per hour	Proposed Ordinance	N/A	\$45.00	New
Specialist Level per hour	Proposed Ordinance	N/A	\$60.00	New
Fire Extra Duty Employment	City Policy	\$30/hr 3 hr min.	\$30/hr 3 hr min.	4 Years
<b>Special Services</b>				
Services not specifically listed will be charged at the actual costs to the Statesboro Fire Department plus a fifteen percent (15%) administrative fee				New
<b>Miscellaneous:</b>				
<b>Hazardous Materials Response</b>				
Rates based on Federal and/or State Guidelines and actual costs to replace, service, test, and dispose of and equipment utilized plus a fifteen percent (15%) administrative fee				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>USAR Response</b>				
Rates based on Federal and/or State Guidelines and actual costs to replace, service, test, and dispose of and equipment utilized plus a fifteen percent (15%) administrative fee				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>Wildland Firefighting (Within Response District)</b>				
Rates based on Federal and/or State Guidelines and actual miles traveled, apparatus used, personnel, and replacement of any non-reusable or damaged items				New
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>Wildland Firefighting (Out of Response District)</b>				
Rates based on Federal and/or State Guidelines and actual miles traveled, apparatus used, personnel, and replacement of any non-reusable or damaged items				New



# City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017



<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
<b>Public Information and Records Requests</b>				
One-sided copy, for duplicated copies of not more 8½ inches by 14 inches: \$0.25 per page				
Two sided copy, for duplicated copies of not more 8½ inches by 14 inches: \$0.35 per page				
The applicable hourly rate for requests requiring extensive use of information technology resources, clerical, or supervisory assistance may be charged in addition to the actual cost of duplication.				
<b>Returned Check Fee: \$35.00</b>				
<b>Late Payment Fee: 1½ % per 30 days</b>				
Note	All fees are payable to the Statesboro Fire Department unless noted otherwise. Statesboro Fire Department reserves the right to waive any or all fees on an individual case-by-case basis This fee schedule will be reviewed annually during the budgeting process.			
<b>Statesboro Municipal Court</b>				
<b>Court Fees:</b>				
Court Costs		\$20.00	\$20.00	July 1, 2015
Jail Fee		10% of Fine	10% of Fine	> 8 years
<b>Natural Gas Fund</b>				
<b>Tap Fees:</b>				
Residential and Small Commercial: Tap fees are \$150.00 and can be reduced based upon appliance usage: \$50.00 reduction per appliance and \$150.00 for Water Heaters. Tap fees include 100 feet of service line and standard meter set.				
Additional Service line	City Ordinance Sec 82-34	\$3.00 per foot	\$3.00 per foot	> 4 years
Additional boring	City Ordinance Sec 82-34	\$10.00 per foot	\$10.00 per foot	> 4 years
Notes:	May be additional charges based on work sit specific conditions.			
Large Commercial and Industrial: Tap fees are based on 3-year payback method (See example below)				> 4 years
Customer pays all cost above 3 year payback or \$150.00 which ever is greater.				
Example: Cost of installation is \$5000.00 Estimated volumes for 3 years x \$2.00 per unit is (2000 x \$2.00) = \$4000. Customer would pay: \$1000.				
<b>Deposits &amp; AEC Fees:</b>				
Residential Standard Deposit	City Ordinance Sec 82-34	\$85.00	\$85.00	> 4 years
Account Establishment Charge (On First Bill)	City Ordinance Sec 82-34	\$40.00	\$40.00	July 1, 2015
Note	Commercial Deposits calculated by Customer Service Department			
<b>Service Fees:</b>				
Standard Service Fee for all customer types	City Ordinance Sec 82-34	\$30.00	\$30.00	July 1, 2015
Seasonal Gas Reconnect Fee	City Ordinance Sec 82-34	\$70.00	See Note	July 1, 2015
Note:	Sum of a gas service fee and account establishment charge (AEC).			
<b>Base Charges:</b>				
Residential	City Ordinance Sec 82-34	\$6.00	\$6.00	> 4 years
Small Commercial	City Ordinance Sec 82-34	\$10.00	\$10.00	> 4 years
Large Government	City Ordinance Sec 82-34	\$25.00	\$25.00	> 4 years
Poultry Grower	City Ordinance Sec 82-34	\$25.00	\$25.00	> 4 years
Commercial HLF	City Ordinance Sec 82-34	\$25.00	\$25.00	> 4 years





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017

<b>Fee Description:</b>	<b>Government Statute</b>	<b>FY 2016 (Current)</b>	<b>FY 2017 (Proposed)</b>	<b>Last Known Increase</b>
Interruptible and GSU	City Ordinance Sec 82-34	\$250.00	\$250.00	> 4 years

**Gas Charges:**  
All gas rates: Residential, Commercial, Commercial HLF and Interruptible are based on formulas developed by the Municipal Gas Authority. They account for Variable Costs, which is the cost of gas; Fixed Costs, which is transportation, demand and fuel charges from the pipeline company, and City Distribution Costs\*. These three components when added together will give you the total cost for gas to each customer class.

\* Distribution Charges

LLF Residential	\$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 4 years
LLF Commercial	\$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 4 years
Large Government	No floor **	Proposed Ordinance	\$4.00 (mcf)	\$4.00 (mcf)	July 1, 2015
HLF Commercial	\$5.00 floor	City Ordinance Sec 82-34	\$2.75 (mcf)	\$2.75 (mcf)	> 4 years
Poultry Grower	No floor**	City Ordinance Sec 82-34	\$3.50 (mcf)	\$3.50 (mcf)	> 4 years
Interruptible 1st 2,000 mcf tier rate		City Ordinance Sec 82-34	\$1.10 (mcf)	\$1.10 (mcf)	> 4 years
Interruptible next 8,000 mcf tier rate		City Ordinance Sec 82-34	\$.58 (mcf)	\$.58 (mcf)	> 4 years
Interruptible next 10,000 mcf tier rate		City Ordinance Sec 82-34	\$.46 (mcf)	\$.46 (mcf)	> 4 years

Notes:

\*\*(>5000MCF per month)

**Miscellaneous Material and Labor Charges:**

Cost plus 30% will be charged for all materials sold to the public.

Two-man Service Crew and Truck	City Ordinance Sec 82-34	\$55.00 per hour	\$55.00 per hour	> 4 years
Backhoe and Operator	City Ordinance Sec 82-34	\$65.00 per hour	\$65.00 per hour	> 4 years
Supervisor and Truck	City Ordinance Sec 82-34	\$35.00 per hour	\$35.00 per hour	> 4 years
Laborer	City Ordinance Sec 82-34	\$16.00 per hour	\$16.00 per hour	> 4 years

**Customer Assistance Program Rebates:**

Gas Advantage Rebate must include Gas heat, hot water and third appliance	City Ordinance Sec 82-34	\$600.00	\$600.00	> 4 years
Tank type water heater (Can be a free 40 gal unit or a Rebate)	City Ordinance Sec 82-34	\$300.00	\$300.00	> 4 years
Tankless water heater rebate	City Ordinance Sec 82-34	\$400.00	\$400.00	> 4 years
Gas Logs, Ranges, Dryers, Gas lights and Space heaters will each receive a rebate of:	City Ordinance Sec 82-34	\$50.00	\$50.00	> 4 years
Gas central heating or Piping system connecting a group of heaters will receive a rebate of:	City Ordinance Sec 82-34	\$200.00	\$200.00	> 4 years
Large commercial rebates will be the same as residential or can be calculated at \$50.00 per 100,000 BTU's		Max \$2500.00	Max \$2500.00	> 4 years

**Appliance Sales:**

Gas appliances will be marked up 15% over cost and sales tax will be added.  
Gas appliances sold to City employees will be sold at cost plus shipping and sales tax will be added.

### Public Works Streets Division

**Signs (Not Installed):**

Handicap Parking Sign	18" x 24"	City Policy	\$55.00	\$55.00	July 1, 2015
Stop Sign	36"	City Policy	\$120.00	\$120.00	July 1, 2015
Other Signs	36"	City Policy	\$120.00	\$120.00	July 1, 2015

**Posts (Not Installed):**

12 Feet	U Channel - New Square Breakaway	City Policy	\$50.00	\$50.00	July 1, 2015
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**Posts and Private Road Street Name Signs:**



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017

<b>Fee Description:</b>	<b>Government Statute</b>	<b>FY 2016 (Current)</b>	<b>FY 2017 (Proposed)</b>	<b>Last Known Increase</b>
Installed	City Policy	\$275.00	\$275.00	July 1, 2015
<b>Solid Waste Collection Fund</b>				
<b>White Goods Collection:</b> Cost per item for recyclable metal appliances	City Ordinance Sec 66-6	\$15.00 each	\$15.00 each	July 1, 2012
<b>Apartment/Multi-Family Collection:</b> Cost indicated is for each unit	City Ordinance Sec 66-6	\$17.35 per month	\$17.35 per month	July 1, 2012
<b>Commercial Polycarts:</b>				
Tippage	City Ordinance Sec 66-6	\$3.95	\$3.95	July 1, 2012
Sanitation	City Ordinance Sec 66-6	\$13.90	\$13.90	July 1, 2012
Yard Waste	City Ordinance Sec 66-6	\$1.60	\$1.60	July 1, 2012
<b>Residential Polycarts and Yard Waste:</b>				
Tippage	City Ordinance Sec 66-6	\$3.95	\$3.95	July 1, 2012
Sanitation	City Ordinance Sec 66-6	\$11.80	\$11.80	July 1, 2012
Yard Waste	City Ordinance Sec 66-6	\$1.60	\$1.60	July 1, 2012
Sanitation Deposit	City Ordinance Sec 66-7	\$35.00	\$35.00	July 2, 2012
<b>Polycarts Replacement:</b>				
Residential Polycarts	City Ordinance Sec 66-6	\$68.50 each	\$68.50 each	July 1, 2012
Commercial Polycarts	City Ordinance Sec 66-6	\$68.50 each	\$68.50 each	July 1, 2012
<b>Commercial Dumpster:</b>				
Dumpster 2 yard				
1 pickup per week	City Ordinance Sec 66-6	\$24.00	\$24.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$120.00	\$120.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$24.00	\$24.00	July 1, 2012
Dumpster 4 yard				
1 pickup per week	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$192.00	\$192.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$240.00	\$240.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$48.00	\$48.00	July 1, 2012
Dumpster 6 yard				
1 pickup per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017



**Legend**  
**Proposed FY 2017**

<b>Fee Description:</b>	<b>Government Statute</b>	<b>FY 2016 (Current)</b>	<b>FY 2017 (Proposed)</b>	<b>Last Known Increase</b>
5 pickups per week	City Ordinance Sec 66-6	\$360.00	\$360.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
<b>Dumpster 8 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$192.00	\$192.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$384.00	\$384.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$480.00	\$480.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$576.00	\$576.00	July 1, 2012
Extra pickup fee	City Ordinance Sec 66-6	\$96.00	\$96.00	July 1, 2012
<b>Compactor Dumpster Monthly Fee:</b>				
<b>Dumpster 2 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$36.00	\$36.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$108.00	\$108.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$180.00	\$180.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
<b>Dumpster 4 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$72.00	\$72.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$360.00	\$360.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
<b>Dumpster 6 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$108.00	\$108.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$216.00	\$216.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$324.00	\$324.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$540.00	\$540.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$648.00	\$648.00	July 1, 2012
<b>Dumpster 8 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$144.00	\$144.00	July 1, 2012
2 pickups per week	City Ordinance Sec 66-6	\$288.00	\$288.00	July 1, 2012
3 pickups per week	City Ordinance Sec 66-6	\$432.00	\$432.00	July 1, 2012
4 pickups per week	City Ordinance Sec 66-6	\$576.00	\$576.00	July 1, 2012
5 pickups per week	City Ordinance Sec 66-6	\$720.00	\$720.00	July 1, 2012
6 pickups per week	City Ordinance Sec 66-6	\$864.00	\$864.00	July 1, 2012



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
<b>Yard Waste Fee:</b>				
Leaf, Limbs and yard trimmings Monthly Fees Added to Bill	City Ordinance Sec 66-6	\$1.60	\$1.60	July 1, 2012
<b>Special Pickups:</b>				
One hour minimum charge + Tipping fee (variable) After 1 hr., rates assessed in 0.25 hr. intervals. Total varies.	City Ordinance Sec 66-6	\$80.00 hr. + Tipping	\$80.00 hr. + Tipping	July 1, 2012
<b>Roll-Off Collection:</b>				
Delivery and Collection trip plus Tipping fees incurred.*	City Ordinance Sec 66-6	\$80.00 + Tipping	\$80.00 + Tipping	July 1, 2015
<b>Roll-Off Compactor Collection:</b>				
Delivery and Collection trip plus Tipping fees incurred.*	City Ordinance Sec 66-6	\$120.00 + Tipping	\$120.00 + Tipping	July 1, 2015
<b>Roll-Off Compactor Equipment Lease:</b>				
Equipment only monthly lease agreement (5 Yr) plus equipment set up Note: * Minimum one trip per month.	City Ordinance Sec 66-6	\$600.00	\$600.00	July 1, 2015
<b>Fee Credits:</b>				
Elderly/Low Income Credit Monthly Fee Reduction To Bill	City Ordinance Sec 66-7	N/A	\$3.95	New
<b>Solid Waste Disposal Fund</b>				
<b>Waste Received:</b>				
Household/Commercial Garbage and Construction/Demolition Material	City Ordinance Sec 66-140	\$38.00 per ton	\$38.00 per ton	July 1, 2012
Yard Waste & Inert Material	City Ordinance Sec 66-140	\$19.75 per ton	\$19.75 per ton	July 1, 2012
Recyclable Metals	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Minimum Disposal Handling Fee	City Ordinance Sec 66-140	\$6.00 each	\$6.00 each	July 1, 2012
Sorted Recyclable Cardboard or Plastic	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Acceptable Cover-Type Soil	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Georgia Department of Transportation	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012
Bulk Tires	City Ordinance Sec 66-140	\$120.00 per ton	\$120.00 per ton	July 1, 2012
<b>Storm Water Fund</b>				
<b>Storm Water Fee:</b>				
Single Family Residential (SFR)	City Ordinance Sec 82-268	3.95	3.95	July 1, 2015
Non-Single Family Residential (NSFR)	City Ordinance Sec 82-268	\$3.95 per ERU*	\$3.95 per ERU*	July 1, 2015
Note * 1 Equivalent Residential Unit (ERU) = 3200 SF of impervious area				
<b>Reinforced Concrete Pipe Installed for Driveways:</b>				
One and Two family residential driveways only.				
Diameter	Class	Min. Length	Price per linear foot	
15"	III DOT Approved	8 feet	\$24.00	\$27.00
18"	III DOT Approved	8 feet	\$28.00	\$31.00
24"	III DOT Approved	8 feet	\$38.00	\$42.00
30"	III DOT Approved	8 feet	\$48.00	\$54.00
36"	III DOT Approved	8 feet	\$60.00	\$68.00



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017



Fee Description:	Government Statute	FY 2016 (Current)	FY 2017 (Proposed)	Last Known Increase
<b>Water and Sewer Fund</b>				
<b>Residential Customers</b>				
<b>Water and Sewer for Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$6.50	\$7.50	July 1, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$6.50	\$7.50	July 1, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$2.90	July 1, 2012
<b>Water only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.00	\$15.00	July 1, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
<b>Sewer only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$13.00	\$15.00	July 1, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$2.90	July 1, 2012
<b>Water only Irrigation Inside City Limits:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.00	\$15.00	July 1, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
Note * Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$12.00	\$12.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.70	\$4.70	July 1, 2012



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017



Fee Description:	Government Statute	FY 2016 (Current)	FY 2017 (Proposed)	Last Known Increase
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$12.00	\$12.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.20	\$5.20	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.40	\$5.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.60	\$5.60	July 1, 2012
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$24.00	\$24.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.70	\$4.70	July 1, 2012
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$24.00	\$24.00	July 1, 2012
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.20	\$5.20	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.40	\$5.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.60	\$5.60	July 1, 2012
<b>Commercial Customers</b>				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$7.50	\$8.50	July 1, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$7.50	\$8.50	July 1, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.05	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.25	July 1, 2012
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$15.00	\$17.00	July 1, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$15.00	\$17.00	July 1, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.05	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.25	July 1, 2012



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
 Proposed FY 2017

Fee Description:	Government Statute	FY 2016 (Current)	FY 2017 (Proposed)	Last Known Increase
<b>Governmental Customers</b>				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.50	\$13.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.05	\$4.05	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$13.50	\$13.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$4.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.10	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.35	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$27.00	\$27.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.05	\$4.05	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$27.00	\$27.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$4.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.10	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.35	Sep 24, 2013
<b>Residential Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$13.00	\$15.00	Sep 24, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$13.00	\$15.00	Sep 24, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$5.80	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$30.00	Sep 24, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
 Proposed FY 2017

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
All over 49000 gallons per 1,000 gal		\$6.30	\$6.30	Sep 24, 2013
<b><u>Sewer only:</u></b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$30.00	Sep 24, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$5.80	Sep 24, 2013
<b><u>Water only Irrigation Outside City Limits:</u></b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$26.00	\$30.00	Sep 24, 2010
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013
Note *Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.				
<b><u>Water and Sewer for Outside City Limits:</u></b>				
<b><u>Water:</u></b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$12.00	\$12.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.30	\$4.30	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
<b><u>Sewer:</u></b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$12.00	\$12.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
<b><u>Water Only:</u></b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$24.00	\$24.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.30	\$4.30	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
<b><u>Sewer Only:</u></b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$24.00	\$24.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
<b>Commercial Customers</b>				
<b><u>Water and Sewer for Outside City Limits:</u></b>				
<b><u>Water:</u></b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$11.25	\$12.75	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
 Proposed FY 2017

<b>Fee Description:</b>	<b>Government Statute</b>	<b>FY 2016 (Current)</b>	<b>FY 2017 (Proposed)</b>	<b>Last Known Increase</b>
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.05	\$4.05	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.20	\$4.20	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$11.25	\$12.75	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.60	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$4.85	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$22.50	\$25.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.05	\$4.05	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.20	\$4.20	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$22.50	\$25.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.60	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$4.85	Sep 24, 2013
<b>Governmental Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.70	\$5.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.00	\$6.00	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.50	\$6.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.80	\$6.80	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$7.10	\$7.10	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	\$36.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.70	\$5.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.00	\$6.00	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	\$36.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.50	\$6.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.80	\$6.80	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$7.10	\$7.10	Sep 24, 2013

Note Base Charges for accounts served by a Master Water Meter shall be calculated by multiplying the number of entities served times the appropriate Base Charge.



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017

Fee Description:	Government Statute	FY 2016 (Current)	FY 2017 (Proposed)	Last Known Increase
<b>Miscellaneous Material, Equipment and Labor Charges:</b>				
For damages to water and sewer infrastructure caused by others:				
Two-man Service Crew and Truck	City Ordinance Sec 82-34	\$55.00 per hour	\$55.00 per hour	> 4 years
Backhoe and Operator	City Ordinance Sec 82-34	\$65.00 per hour	\$65.00 per hour	> 4 years
Supervisor and Truck	City Ordinance Sec 82-34	\$35.00 per hour	\$35.00 per hour	> 4 years
Laborer	City Ordinance Sec 82-34	\$16.00 per hour	\$16.00 per hour	> 4 years
<b>Reclaimed Water- GSU</b>				
<b>Intergovernmental Agreement with GSU for Reclaimed Water:</b>				
Base Charge for water 0-6,600,000 gallons per month	City Ordinance Sec 82-65:Sec 82-66	\$4,356.00	\$4,356.00	Sep 24, 2013
6,600,001 - 15,000,000 gallons extra per month	City Ordinance Sec 82-65:Sec 82-66	\$0.56	\$0.56	Sep 24, 2013
All Over 15,000,000 gallons extra per month	City Ordinance Sec 82-65:Sec 82-66	\$1.50	\$1.50	Sep 24, 2013
<b>Other than GSU Reclaimed Water:</b>				
Base Charge per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
All Usage per 1,000 gallons per month	City Ordinance Sec 82-65:Sec 82-66	\$1.50	\$1.50	Sep 24, 2013
Note	*Supplemental water when Reclaimed water is not available shall be at the lowest billing tier for irrigation of water inside City limits.			
<b>Sewer Tap Fees Inside City Limits:</b>				
4" Sewer (R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62; Sec 82-63	\$200.00	\$200.00	Sep 24, 2013
4" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$600.00	\$600.00	Sep 24, 2013
6" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$1,190.00	\$1,190.00	Sep 24, 2013
8" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$2,975.00	\$2,975.00	Sep 24, 2013
<b>Sewer Tap Fees Outside City Limits:</b>				
4" Sewer (R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62; Sec 82-63	\$300.00	\$300.00	Sep 24, 2013
4" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$900.00	\$900.00	Sep 24, 2013
6" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$1,785.00	\$1,785.00	Sep 24, 2013
8" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$4,463.00	\$4,463.00	Sep 24, 2013
Note	Sewer Tap to serve more than one residential, apartment, business or commercial unit shall be calculated by multiplying the number of units served times the Fee for a 4" Sewer Tap. See			
Example	20 apartments served by a single Sewer Tap Inside City Limits	20X \$600. = \$12,000. Tap Fee		
	20 apartments served by a single Sewer Tap Outside City Limits	20X \$900. = \$18,000. Tap Fee		
<b>Aid To Construction Fees (ATC Fees) ***</b>				
Note	*** \$1.60 per gallon of sewer per day as calculated based upon ordinance.			
<b>Water Tap Fees Inside City Limits</b>				
3/4" Water(R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by Developer)	City Ordinance Sec 82-62	\$950.00	\$950.00	Sep 24, 2013
3/4" Water	City Ordinance Sec 82-62	\$1,220.00	\$1,220.00	Sep 24, 2013
1" Water	City Ordinance Sec 82-62	\$1,520.00	\$1,520.00	Sep 24, 2013
1 1/2" Water	City Ordinance Sec 82-62	\$2,740.00	\$2,740.00	Sep 24, 2013
2" Water	City Ordinance Sec 82-62	\$3,800.00	\$3,800.00	Sep 24, 2013
3" Water	City Ordinance Sec 82-62	\$5,320.00	\$5,320.00	Sep 24, 2013
4" Water	City Ordinance Sec 82-62	\$8,365.00	\$8,365.00	Sep 24, 2013
6" Water	City Ordinance Sec 82-62	\$12,930.00	\$12,930.00	Sep 24, 2013
8" Water	City Ordinance Sec 82-62	\$19,010.00	\$19,010.00	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017



Legend  
Proposed FY 2017

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
10" Water	City Ordinance Sec 82-62	\$23,575.00	\$23,575.00	Sep 24, 2013
2" Fire Service	City Ordinance Sec 82-62	\$3,800.00	\$3,800.00	Sep 24, 2013
3" Fire Service	City Ordinance Sec 82-62	\$5,320.00	\$5,320.00	Sep 24, 2013
4" Fire Service	City Ordinance Sec 82-62	\$8,365.00	\$8,365.00	Sep 24, 2013
6" Fire Service	City Ordinance Sec 82-62	\$12,930.00	\$12,930.00	Sep 24, 2013
8" Fire Service	City Ordinance Sec 82-62	\$19,010.00	\$19,010.00	Sep 24, 2013
10" Fire Service	City Ordinance Sec 82-62	\$23,575.00	\$23,575.00	Sep 24, 2013
<b><u>Water Tap Fees Outside City Limits</u></b>				
3/4" Water(R-6;R-8;R-10;R-15;R-20;R-30;R-40;orR-3 if installed by devel)	City Ordinance Sec 82-62	\$1,428.00	\$1,428.00	Sep 24, 2013
3/4" Water	City Ordinance Sec 82-62	\$1,825.00	\$1,825.00	Sep 24, 2013
1" Water	City Ordinance Sec 82-62	\$2,280.00	\$2,280.00	Sep 24, 2013
1 1/2" Water	City Ordinance Sec 82-62	\$4,110.00	\$4,110.00	Sep 24, 2013
2" Water	City Ordinance Sec 82-62	\$5,700.00	\$5,700.00	Sep 24, 2013
3" Water	City Ordinance Sec 82-62	\$7,895.00	\$7,895.00	Sep 24, 2013
4" Water	City Ordinance Sec 82-62	\$12,550.00	\$12,550.00	Sep 24, 2013
6" Water	City Ordinance Sec 82-62	\$19,390.00	\$19,390.00	Sep 24, 2013
8" Water	City Ordinance Sec 82-62	\$28,515.00	\$28,515.00	Sep 24, 2013
10" Water	City Ordinance Sec 82-62	\$35,360.00	\$35,360.00	Sep 24, 2013
2" Fire Service	City Ordinance Sec 82-62	\$5,700.00	\$5,700.00	Sep 24, 2013
3" Fire Service	City Ordinance Sec 82-62	\$7,895.00	\$7,895.00	Sep 24, 2013
4" Fire Service	City Ordinance Sec 82-62	\$12,550.00	\$12,550.00	Sep 24, 2013
6" Fire Service	City Ordinance Sec 82-62	\$19,390.00	\$19,390.00	Sep 24, 2013
8" Fire Service	City Ordinance Sec 82-62	\$28,515.00	\$28,515.00	Sep 24, 2013
10" Fire Service	City Ordinance Sec 82-62	\$35,360.00	\$35,360.00	Sep 24, 2013
<b><u>Temporary Water Service From Fire Hydrants:</u></b>				
A refundable security deposit per meter set will be charged	City Ordinance Sec 82-4	\$700.00	\$700.00	Sep 24, 2013
A one time service fee to set each meter will be charged	City Ordinance Sec 82-4	\$60.00	\$60.00	Sep 24, 2013
Note Actual water usage will be charged and billed using the applicable water rate schedule as determined by the Water/Sewer Superintendent.				
<b><u>Septic Tank Hauler Sewer Fees (Approved):</u></b>				
Regular/Single Family Septic Fee per 1000 gallon truck capacity	City Ordinance Sec 82-196	\$65.00	\$65.00	Sep 24, 2013
Grease Trap Grey Water Septic Fee per 1000 gal. truck capacity or discharge	City Ordinance Sec 82-196	\$65.00	\$65.00	Sep 24, 2013
Fees for Portable Toilets per load (maximum 500 gallon per load)	City Ordinance Sec 82-196	\$37.50	\$37.50	Sep 24, 2013
<b><u>Water Testing Fees:</u></b>				
All City of Statesboro Water Customers	City Ordinance Sec 82-113	No Charge	No Charge	> 8 Years
For all others	City Ordinance Sec 82-113	\$100.00	\$100.00	> 8 Years
<b>Water Service Fee:</b>	City Ordinance Sec 82-65:Sec 82-66	\$30.00	\$30.00	July 1, 2015



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2017

**Legend**  
Proposed FY 2017



<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2016 (Current)</u>	<u>FY 2017 (Proposed)</u>	<u>Last Known Increase</u>
<b>Return Trip Service Fees:</b>				
Note: There will be a \$50.00 fee for each additional trip that service personnel have to make to turn water service on, where the meter indicates that water may be flowing in the house and no one is at home to turn the water off. Under these circumstances, the City personnel have no choice but to cut the service back off to protect from possible flooding of the building. They then must return at a later time to turn the service back on.				
<b>Deposit &amp; AEC Charges:</b>				
Account Establishment Charge:	City Ordinance Sec 82-70	\$40.00	\$40.00	July 1, 2015
Water Deposit	City Ordinance Sec 82-71	\$85.00	\$85.00	> 4 Years
Irrigation Deposit	City Ordinance Sec 82-72	\$85.00	\$85.00	> 4 Years
<b>Non Payment Collection Fee:</b>	City Ordinance Sec 82-70	\$75.00	\$75.00	July 1, 2015
<b>Return Check Fee</b>	City Ordinance Sec 82-71	\$35.00	\$35.00	> 4 Years
<b>5 Day Cleaning Turn On Fee plus consumption:</b>	City Ordinance Sec 82-70	\$42.10	See Note*	> 8 Years

Note \* New Fiscal Yr. Charges shall be the sum of water base charge + sewer base charge + sanitation charge + service fee + consumption.

Note: The Fire Sprinkler Systems Fee is to cover the cost of inspections made by the Fire Department. The fire department sends a copy of the report to the Water/Sewer Department in case EPD needs to review them. The two departments work together to set the rate.

Note: Irrigation rates are the same for all classifications.

### Late Payments:

The late payment charge referenced in Section 66-6(e) of the solid waste ordinance, in Section 82-38(b) of the natural gas utility ordinance, in Section 82-70 (b) of the water service utility ordinance, section 82068 of sanitation sewer utility service and in Section 82-271 of the stormwater ordinance shall be 10% of the outstanding principal balance.

Unless otherwise agreed to in writing by an obligor or otherwise provided for by general law or ordinance, obligations for the payment of money to City that arise out of a transaction to sell or furnish, or the sale of, or furnishing of, goods or services by the city to an obligor are commercial accounts, and shall be assessed the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16. However, utility accounts that are assessed a 10% late charge shall not be charged the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16.

**STATESBORO MUNICIPAL COURT**  
**FINES LIST**

GA0160100

<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
10-37	TOO MANY DOGS	\$111.00
10-38	DOG AT LARGE - LOCAL ORDINANCE	\$162.00
10-40	NO PROOF OF RABIES	\$162.00
10-4(C)	FOWL RUNNING AT LARGE	\$111.00
105-6-31	BURNING WITHOUT A PERMIT (INT. FIRE CODE)	\$162.00
1502	PERMIT FOR SIGN	\$270.00
1509C TABLE 5	DIMENSION OF SIGNS	\$270.00
1513	EXISTING & NONCONFORMING SIGNS	\$270.00
16-13-2B	POSSESSION OF MARIJUANA LESS THAN 1 OZ.	\$1,098.00
16-13-30(J) misd.	POSSESSION OF MARIJUANA LESS THAN AN OUNCE	\$1,098.00
16-13-32.2	POSSESSION / USE OF DRUG RELATED OBJECT	\$530.00
16-7-43	LITTERING	\$185.00
16-8-14	THEFT BY SHOPLIFTING (MISDEMEANOR)-MANDI COURT	\$745.00
16-8-14 M	THEFT BY SHOPLIFTING (MISDEMEANOR) UNDER \$500.00	\$745.00
1603	REQUIREMENTS FOR RESIDENTIAL PARKING	\$95.00
1605	RESIDENTIAL PARKING - FRONT YARD(SINGLE & TWO FAMILY)	\$95.00
18-114(d)	OCCUPATIONAL TAXES - FAIL/REFUSE TO PAY	\$520.00
18-2	PEDDLING OR SOLICITING W/OUT LICENSE	\$162.00
18-240-10	TOWING VIOLATION	\$745.00
18-69a	REPORT TO POLICE BY PAWNSHOPS	\$1,020.00
18-71b	HOLD PERIOD FOR PAWNSHOP; POLICE HOLDS	\$1,020.00
2007-11	TOWING ORDINANCE VIOLATION	\$1,350.00
2203.3	PARKING AND STORAGE OF CERTAIN VEHICLES IN RESIDENTIAL ZONES PROHIBITED-MANDI COURT	\$162.00
25-10-2	FIREWORKS PROHIBITED	\$745.00
3-25	NOISY DOG	\$111.00
3-3-23	ATTEMPT TO PURCHASE ALCOHOL UNDERAGE	\$745.00
3-3-23	SALE OF ALCOHOL TO PERSON UNDER 21	\$745.00
3-3-23	FURNISHING ALCOHOL TO PERSONS UNDER 21	\$745.00
3-3-23	PURCHASING ALCOHOL UNDER 21	\$745.00
3-3-23(A)(1)	FURNISHING ALCOHOLIC BEVERAGES TO PERSONS UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(2)	ATTEMPTING TO PURCHASE ALCOHOLIC BEVERAGE -UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(2) OPVEH	POSSESSION OF ALCOHOLIC BEVERAGE WHILE OPERATING VEHICLE-UNDER 21 YEARS OF AGE	\$605.00
3-3-23(A)(2) PUR	PURCHASING ALCOHOLIC BEVERAGE - UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(3)	MISREPRESENTING AGE TO OBTAIN ALCOHOLIC BEVERAGE-UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(5)	MISREPRESENTING IDENTITY OR FALSE ID TO OBTAIN ALCOHOL-UNDER 21 YEARS OF AGE	\$745.00
3-3-23.1	CONTRIBUTING ALCOHOL TO PERSONS UNDER 21-MANDI COURT	\$745.00
3-3-23.1 (CON)	POSSESSION OF ALCOHOLIC BEVERAGE BY PERSONS UNDER AGE 21 BY CUNSUMPTION	\$605.00
3-3-23A2C	POSSESSION OF ALCOHOLIC BEVERAGE - UNDER 21 YEARS OF AGE-COURT MANDI	\$605.00
3-3-23A3	MISREPRESENTING AGE TO PURCHASE ALCOHOL	\$745.00
307	BURNING W/O A PERMIT (INT.FIRE CODE)	\$162.00
38-102	LOUD NOISE WHICH ANNOYS, DISTRUBS OR ENDANGERS OTHERS	\$162.00
38-103	NOISE ORDINANCE (VEHICLE/RESIDENCE) CITY CODE	\$162.00
38-26	NUISANCE DEFINED 38-26-(8)	\$70.00
38-43	DELAPIDATED BLDG - UNFITNESS	\$70.00
40-1-3	REQUIRING OR PERMITTING UNLAWFUL OPERATION OF A VEHICLE	\$745.00
40-13-2.1	REFUSAL TO SIGN CITATION(Georgia License Only)	\$162.00
40-2-20	REGISTRATION AND/OR LICENSE REQUIREMENTS	\$162.00
40-2-20	NO REGISTRATION / EXPIRED REGISTRATION	\$162.00
40-2-21	30 DAYS TO TRANSFER TAG	\$162.00
40-2-28	OPERATING AN UNREGISTERED TRAILER(NO TAG)	\$162.00
40-2-29	FAILURE TO REGISTER TITLE WITHIN 7 DAYS	\$162.00
40-2-38	IMPROPER USE OF DEALERSHIP LICENSE PLATE	\$162.00
40-2-41	TAG COVERS(TINT) OR OBSCURING TAG FRAMES PROHIBITED/IMPROPER	\$162.00

**STATESBORO MUNICIPAL COURT**  
**FINES LIST**

GA0160100

<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
	DISPLAY OF LICENSE PLATE	
40-2-41	NO TAG	\$162.00
40-2-41	IMPROPER DISPLAY OF LICENSE PLATE	\$162.00
40-2-42	ILLEGAL TRANSFER OF LICENSE PLATE /DECAL	\$162.00
40-2-5	USE OF LICENSE PLATE FOR PURPOSE OF CONCEALING OR MISREPRESENTING IDENTITY OF VEHICLES	\$162.00
40-2-6	ALTERATION OF LICENSE PLATES/OPERATION OF VEHICLE WITH ALTERED OR IMPROPERLY TRANSFERRED PLATE	\$162.00
40-2-6	IMPROPER TRANSFER OF LICENSE PLATE	\$162.00
40-2-7	REMOVING OR AFFIXING LICENSE PLATE WITH INTENT TO CONCEAL OR MISREPRESENT	\$162.00
40-2-8	EXPIRED TAG	\$162.00
40-2-8	OPERATING UNREGISTERED VEHICLE W/OUT CURRENT LICENSE PLATE OR DECAL	\$162.00
40-2-8	OPERATION OF UNREGISTERED VEHICLE OR VEHICLE WITHOUT CURRENT LICENSE PLATE, REVALIDATION DECAL, OF COUNTY DECAL	\$162.00
40-2-8	EXPIRED REGISTRATION/TAG	\$162.00
40-2-8 NEWRES	NEW RESIDENT MUST REGISTER IN GEORIGIA WITHIN 30 DAYS	\$162.00
40-2-8.1	OPERATION OF VEHICLE WITHOUT REVALIDATION DECAL ON LICENSE PLATE	\$162.00
40-2-90	OPERATION OF VEHICLE REGISTERED IN OTHER STATES	\$162.00
40-5-120	UNLAWFUL USE OF LICENSE OR IDENTIFICATION CARD	\$745.00
40-5-120(3)	POSSESSION OF FALSE OR FICTIOUS LICENSE OR ID-MANDI COURT	\$745.00
40-5-121 1ST	DRIVING WITH SUSPENDED OR REVOKED LICENSE 1ST OFFENSE 5 YEARS	\$745.00
40-5-121 2ND	DRIVING WHILE LICENSE SUSPENDED OR REVOKED 2ND OFFENSE 5 YEARS	\$1,395.00
40-5-121 3RD	DRIVING WITH SUSPENDED OR REVOKED LICENSE 3RD OFFENSE 5 YEARS	\$2,045.00
40-5-121 4TH	DRIVING WITH SUSPENDED OR REVOKED LICENSE 4TH OFFENSE 5 YEARS	\$2,695.00
40-5-121 5TH	SUSPENDED LICENSE 5TH OFFENSE	\$3,345.00
40-5-122	PERMITTING UNLICENSED PERSON TO DRIVE	\$162.00
40-5-123	PERMITTING UNATHORIZED MINOR TO DRIVE	\$162.00
40-5-125	POSSESSION, PROCUREMENT, OR USE OF FRAUDULENT DRIVER'S LICENSE OR IDENTIFICATION CARD	\$162.00
40-5-146	DRIVING A COMMERCIAL VEHICLE WITHOUT A VALID COMMERCIAL LICENSE	\$162.00
40-5-20	NEW RESIDENT TO OBTAIN GA LICENSE W/IN 30 DAYS	\$162.00
40-5-20 1ST	DRIVING ON EXPIRED LICENSE	\$162.00
40-5-20A	DRIVING W/O A VALID LICENSE (NO LICENSE)	\$745.00
40-5-20C	POSSESSION OF MORE THAN ONE VALID LICENSE	\$162.00
40-5-23	WRONG CLASS OF DRIVER'S LICENSE	\$162.00
40-5-24A	VIOLATION OF CLASS D LICENSE	\$162.00
40-5-24A1	VIOLATION OF CLASS CP LICENSE	\$162.00
40-5-24C	VIOLATION OF CLASS MP LICENSE	\$162.00
40-5-29	DRIVING WITHOUT LICENSE ON PERSON	\$62.00
40-5-30	RESTRICTIONS OF LICENSE	\$162.00
40-5-30(C)	DRIVING IN VIOLATION OF LICENSE RESTRICTIONS	\$162.00
40-5-33	DRIVER MUST APPLY FOR A NEW LICENSE WITHIN 60 DAYS OF A CHANGE OF NAME OR A CHANGE OF ADDRESS	\$162.00
40-5-58(6)(A)(i)	VIOLATION OF HV PROBATIONARY LICENSE	\$745.00
40-5-58C	HABITUAL VIOLATOR-MANDI COURT	\$745.00
40-5-64	DRIVING IN VIOLATION OF CONDITIONS OF LIMITED PERMIT	\$162.00
40-5-67	DRIVING IN VIOLATION OF CONDITION OF PERMIT	\$162.00
40-5-75	SUSP. LICENSE FOR PERSON CONVICTED OF VGCSA	\$745.00
40-6-10	NO PROOF OF INSURANCE	\$745.00
40-6-10.1	FINANCIAL RESPONSIBILITY REQUIREMENTS OF THE FEDERAL MOTOR CARRIER SAFETY ADMIN	\$745.00
40-6-11	NO PROOF OF INSURANCE FOR MOTORCYCLE	\$745.00
40-6-120	IMPROPER TURN RIGHT OR LEFT	\$162.00
40-6-121	NO U-TURN	\$162.00
40-6-121 (1)	IMPROPER U-TURN (CURVE)	\$162.00
40-6-121 (3)	IMPROPER U-TURN	\$162.00

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<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
40-6-122	IMPROPER STARTING OF PARKED VEHICLE	\$162.00
40-6-123	FAILURE TO SIGNAL WHEN TURNING OR CHANGING LANES	\$162.00
40-6-123(A)	IMPROPER LANE CHANGE	\$162.00
40-6-123(C)	IMPROPER STOPPING ON ROADWAY	\$162.00
40-6-124	FAILURE TO USE TURN SIGNALS BY HAND AND ARM OR SIGNAL LIGHTS	\$162.00
40-6-126	IMPROPER USE OF CENTER TURN LANE	\$162.00
40-6-14	EXCESSIVE VOLUME FROM RADIO IN MOTOR VEHICLE -1ST OFFENSE	\$162.00
40-6-14 2ND	EXCESSIVE VOLUME FROM RADIO WITHIN MOTOR VEHICLE - 2ND OFFENSE	\$278.00
40-6-14 3RD	EXCESSIVE VOLUME FROM RADIO WITHIN MOTOR VEHICLE-3RD OFFENSE	\$511.00
40-6-140	FAILURE TO STOP AT RAILROAD CROSSING SIGNAL	\$162.00
40-6-141	FAILURE TO STOP AT RAIL ROAD CROSSING	\$162.00
40-6-142	FAILURE TO STOP AT RAILROAD CROSSING SIGNAL(SCHOOL BUSES AND HAZARDOUS MATERIALS)	\$162.00
40-6-144	EMERGING FROM ALLEY, DRIVEWAY, OR BUILDING	\$162.00
40-6-15	KNOWINGLY DRIVING WHILE REGISTRATION SUSPENDED, CANCELED OR REVOKED	\$745.00
40-6-16	PASSING STATIONARY EMERGENCY VEHICLE (MOVE OVER LAW)	\$745.00
40-6-163	PASSING AN UNLOADING/LOADING SCHOOLBUS	\$745.00
40-6-163(A)	FAILURE TO STOP FOR SCHOOL BUS LOADING AND UNLOADING	\$745.00
40-6-180	TOO FAST FOR CONDITIONS	\$162.00
40-6-184	SPEED LESS THAN MINIMUM	\$162.00
40-6-184(C)	IMPEDING FLOW OF TRAFFIC	\$162.00
40-6-186	RACING ON HIGHWAYS OR STREETS	\$745.00
40-6-2	FAILURE TO OBEY AUTHORIZED PERSON DIRECTING TRAFFIC	\$162.00
40-6-20	FAILURE TO OBEY TRAFFIC CONTROL DEVICE	\$162.00
40-6-200	IMPROPER STOPPING	\$162.00
40-6-200A	IMPROPER PARKING	\$162.00
40-6-201	LEAVING VEHICLE UNATTENDED	\$162.00
40-6-202	STOPPING, STANDING, OR PARKING OUTSIDE OF BUSINESS OR RESIDENTIAL DISTRICTS	\$162.00
40-6-203(A)(2)(A)	IMPROPERLY PARKING IN FRONT OF A DRIVEWAY	\$162.00
40-6-205	OBSTRUCTING AN INTERSECTION	\$162.00
40-6-222	HANDICAPPED PARKING VIOLATION-PERMIT	\$190.00
40-6-226	HANDICAP PARKING VIOLATION/IMPROPER PARKING IN SPACE FOR PERSONS WITH DISABILITIES	\$190.00
40-6-240	IMPROPER BACKING	\$162.00
40-6-241	DRIVER TO EXERCISE DUE CARE	\$162.00
40-6-241.2	WRITING(TEXTING)/SENDING OR READING TEXT BASED COMMUNICATIONS WHILE OPERATING MOTOR VEHICLE	\$150.00
40-6-242	PASSENGER SHALL NOT INTERFERE WITH DRIVER'S VIEW/CONTROL	\$162.00
40-6-242(B)	PASSENGER SHALL NOT RIDE IN A POSITION OR COMMIT ANY ACT THAT INTERFERES WITH THE DRIVER'S VIEW/CONTROL	\$162.00
40-6-243	OPENING DOORS TO MOVING TRAFFIC	\$162.00
40-6-246	COASTING PROHIBITED	\$162.00
40-6-247	FOLLOWING EMERGENCY VEHICLE WITHIN 200'	\$745.00
40-6-248	DRIVING OVER A FIRE HOSE	\$745.00
40-6-249	LITTERING HIGHWAYS	\$185.00
40-6-25	DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS, OR MARKINGS	\$162.00
40-6-250	WEARING DEVICE WHICH IMPAIRS HEARING OR VISION WHILE OPERATING A MOTOR VEHICLE	\$162.00
40-6-251	LAYING DRAG	\$745.00
40-6-252	PARKING, STANDING, OR DRIVING VEHICLE IN PRIVATE PARKING AREA AFTER BEING REQUESTED NOT TO DO SO	\$162.00
40-6-253	OPEN CONTAINER OF ALCOHOLIC BEVERAGE IN VEHICLE PASSENGER AREA	\$325.00
40-6-254	UNSECURE LOAD	\$162.00
40-6-255	DRIVING AWAY WITHOUT RENDERING PAYMENT FOR FUEL	\$745.00
40-6-26	INTERFERENCE WITH OFFICIAL TRAFFIC-CONTROL DEVICES	\$162.00

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40-6-26(B)	DRIVING ON CLOSED ROADWAY	\$162.00
40-6-270	HIT AND RUN; DUTY OF DRIVER TO STOP AT OR RETURN TO SCENE OF ACCIDENT	\$745.00
40-6-270 1ST	LEAVING THE SCENE OF ACCIDENT/HIT AND RUN FIRST OFFENSE	\$745.00
40-6-271	FAILURE TO NOTIFY OWNER UPON STRIKING UNATTENDED VEHICLE	\$745.00
40-6-272	FAILURE TO REPORT STRIKING FIXED OBJECT	\$745.00
40-6-273	FAILURE TO REPORT ACCIDENT	\$745.00
40-6-292(A)	RIDING ON HANDLEBARS PROHIBITED(BICYCLES)	\$162.00
40-6-293	CLINGING TO VEHICLE PROHIBITED-BICYCLE, COASTER, ROLLER SKATES, SLED, OR TOY VEHICLE	\$162.00
40-6-294	EVERY PERSON OPERATING A BICYCLE UPON A ROADWAY SHALL RIDE AS NEAR TO THE RIGHT SIDE AS PRACTICABLE 40-6-294(b)	\$162.00
40-6-294(c)	PERSONS RIDING BICYCLES UPON A ROADWAY SHALL NOT RIDE MORE THAN TWO ABREAST EXCEPT ON BICYCLE PATHS AND LANES	\$162.00
40-6-296	EQUIPMENT REQUIREMENTS FOR BICYCLES	\$162.00
40-6-296A	LIGHTS/REFLECTORS ON BICYCLE	\$162.00
40-6-297(b)	VIOLATE SAFETY EQUIPMENT OR STANDARDS FOR BICYCLES	\$162.00
40-6-298	PARENT OR GUARDIAN ALLOWING CHILD TO VIOLATE BICYCLE LAWS	\$162.00
40-6-311	MANNER OF RIDING MOTORCYCLE	\$162.00
40-6-311(E)	OPERATOR AND PASSENGERS MUST WEAR SHOE	\$162.00
40-6-312(B)	PASSING IN SAME LANE AS ANOTHER VEHICLE IS PROHIBITED	\$162.00
40-6-312(C)	OPERATING BETWEEN LANES OF TRAFFIC PROHIBITED	\$162.00
40-6-312(D)	MORE THAN TWO ABREAST IN A SINGLE LANE PROHIBITED	\$162.00
40-6-312(E)	MUST HAVE HEADLIGHT AND TAILLIGHT ON WHILE OPERATING	\$162.00
40-6-313	CLINGING TO VEHICLE PROHIBITED(MOTORCYCLE)	\$162.00
40-6-314(A)	MUST BE EQUIPPED WITH FOOTREST FOR PASSENGER	\$162.00
40-6-314(B)	HANDLEBARS MORE THAN 15" ABOVE SEAT AND POINTED BACKREST PROHIBITED	\$162.00
40-6-315	OPERATING MOTORCYCLE W/O EYE PROTECTION	\$162.00
40-6-315(A)	OPERATOR AND PASSENGER MUST HAVE HELMET	\$162.00
40-6-315(B)	OPERATOR AND PASSENGER MUST HAVE EYE PROTECTION	\$162.00
40-6-351	MOPED OPERATORS MUST BE LICENSED	\$162.00
40-6-352	MOPED OPERATORS MUST WEAR A HELMET	\$162.00
40-6-390	RECKLESS DRIVING	\$795.00
40-6-391	DRIVING UNDER THE INFLUENCE	\$1,576.00
40-6-391 (L)	ENDANGERING A CHILD WHILE D.U.I.	\$1,576.00
40-6-391 1ST	DRIVING UNDER THE INFLUENCE-REFUSAL(1ST OFFENSE)	\$1,576.00
40-6-391 2ND	DRIVING UNDER THE INFLUENCE-REFUSAL(2ND OFFENSE)	\$1,900.00
40-6-391 3RD	DRIVING UNDER THE INFLUENCE-REFUSAL(3RD OFFENSE)	\$2,800.00
40-6-391(A)(1)	DUI-LESS SAFE-ALCOHOL	\$1,576.00
40-6-391(A)(1) 1ST	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(1ST OFFENSE)	\$1,576.00
40-6-391(A)(1) 2ND	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(2ND OFFENSE)	\$1,900.00
40-6-391(A)(1) 3RD	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(3RD OFFENSE)	\$2,800.00
40-6-391(A)(2) 1ST	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(1ST OFFENSE)	\$1,576.00
40-6-391(A)(2) 2ND	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(2ND OFFENSE)	\$1,900.00
40-6-391(A)(2) 3RD	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(3RD OFFENSE)	\$2,800.00
40-6-391(A)(3)	DUI-GLUE OR OTHER TOXIC VAPOR	\$1,576.00
40-6-391(A)(3) 1ST	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(1ST OFFENSE)	\$1,576.00
40-6-391(A)(3) 2ND	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(2ND OFFENSE)	\$1,900.00
40-6-391(A)(3) 3RD	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(3RD OFFENSE)	\$2,800.00
40-6-391(A)(4)	DUI-COMBINATION OF 1-3	\$1,576.00
40-6-391(A)(4) 1ST	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(1ST OFFENSE)	\$1,576.00
40-6-391(A)(4) 2ND	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(2ND OFFENSE)	\$1,900.00
40-6-391(A)(4) 3RD	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(3RD OFFENSE)	\$2,800.00
40-6-391(A)(5)	DUI-.10 OR MORE	\$1,576.00
40-6-391(A)(5) 1ST	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(1ST OFFENSE)	\$1,576.00
40-6-391(A)(5) 2ND	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(2ND OFFENSE)	\$1,900.00
40-6-391(A)(5) 3RD	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(3RD OFFENSE)	\$2,800.00



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40-6-391(A)(6)	DUI-DRUGS	\$1,576.00
40-6-391(A)(6)1ST	DRIVING UNDER THE INFLUENCE-DRUGS(1ST OFFENSE)	\$1,576.00
40-6-391(A)(6)2ND	DRIVING UNDER THE INFLUENCE-DRUGS(2ND OFFENSE)	\$1,900.00
40-6-391(A)(6)3RD	DRIVING UNDER THE INFLUENCE-DRUGS(3RD OFFENSE)	\$2,800.00
40-6-391(I)	DUI/COMMERCIAL VEHICLE-MORE THAN .04GM.	\$1,576.00
40-6-391(I) 1ST	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(1ST OFFENSE)	\$1,576.00
40-6-391(I) 2ND	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(2ND OFFENSE)	\$1,900.00
40-6-391(I) 3RD	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(3RD OFFENSE)	\$2,800.00
40-6-391(K)(1)	DUI: ENDANGERING A CHILD	\$1,576.00
40-6-391(k)(1)	DUI-UNDER 21 YOA; OVER .02 gms	\$1,576.00
40-6-391(K)(1) 1ST	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(1ST OFFENSE)	\$1,576.00
40-6-391(K)(1) 2ND	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(2ND OFFENSE)	\$1,900.00
40-6-391(K)(1) 3RD	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(3RD OFFENSE)	\$2,800.00
40-6-391(L) 1ST	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(1ST OFFENSE)	\$1,576.00
40-6-391(L) 2ST	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(2ND OFFENSE)	\$1,900.00
40-6-391(L) 3RD	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(3RD OFFENSE)	\$2,800.00
40-6-395 1ST	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **1ST OFFENSE ** MANDI COURT**	\$745.00
40-6-395 2ND	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **2ND OFFENSE ** MANDI COURT**	\$1,394.00
40-6-395 3RD	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **3RD OFFENSE ** MANDI COURT**	\$2,045.00
40-6-397	AGGRESSIVE DRIVING	\$745.00
40-6-40	DRIVING ON THE WRONG SIDE OF ROADWAY	\$162.00
40-6-40(B)	SLOWER VEHICLE MUST KEEP TO THE RIGHT	\$162.00
40-6-40(D)	IMPEDING THE FREE FLOW OF TRAFFIC	\$162.00
40-6-41	VEHICLES PROCEEDING IN OPPOSITE DIRECTIONS MUST PASS ON RIGHT	\$162.00
40-6-42	IMPROPER PASSING	\$162.00
40-6-42(2)	DRIVER SHALL NOT INCREASE SPEED WHILE BEING PASSED	\$162.00
40-6-43	IMPROPER PASSING ON RIGHT	\$162.00
40-6-43(B)	PASSING ON THE SHOULDER OF THE ROADWAY	\$162.00
40-6-44	PASSING WITHIN 200 FEET OF ONCOMING TRAFFIC	\$162.00
40-6-45	DRIVING LEFT OF CENTER OF ROADWAY	\$162.00
40-6-45(A)(1)	PASSING ON HILLCREST OR IN A CURVE	\$162.00
40-6-45(A)(2)	PASSING WITHIN 100' OF INTERSECTION OR RAILROAD CROSSING	\$162.00
40-6-45(A)(3)	PASSING WITHIN 100' OF BRIDGE, VIADUCT OR TUNNEL	\$162.00
40-6-46	PASSING IN A NO PASSING ZONE	\$162.00
40-6-47	DRIVING WRONG WAY ON A ONE WAY	\$162.00
40-6-48	FAILURE TO MAINTAIN LANE	\$162.00
40-6-48(1)	UNSAFE LANE CHANGE	\$162.00
40-6-48B	FAILURE TO MAINTAIN LANE	\$162.00
40-6-49(A)	FOLLOWING TOO CLOSE	\$162.00
40-6-50	IMPROPER USE OR PASSING TRAFFIC WITHIN GORE OR MEDIAN	\$162.00
40-6-50 EMER LANE	DRIVING IN THE EMERGENCY LANE(NON-EMERGENCY)	\$162.00
40-6-51(B)	VIOLATION OF DOT RESTRICTION ON CONTROLLED-ACCESS ROADWAY	\$162.00
40-6-52(B)	TRUCK OVER 6 WHEELS MUST STAY IN THE 2 RIGHT LANES	\$162.00
40-6-70	FAILURE TO YIELD AT INTERSECTION OF ROADWAYS	\$162.00
40-6-71	FAILURE TO YEILD WHILE TURNING LEFT	\$162.00
40-6-72	FAILURE TO YIELD AFTER STOPPING AT SIGN	\$162.00
40-6-72(B)	FAILURE TO STOP AT A STOP SIGN	\$162.00
40-6-72(B) YIELD	FAILURE TO YIELD AFTER STOPPING AT A STOP SIGN	\$162.00

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40-6-72(C)	FAILURE TO YIELD AT YIELD SIGN	\$162.00
40-6-73	FAILURE TO YIELD WHEN ENTERING OR CROSSING ROADWAY	\$162.00
40-6-74	FAILURE TO YIELD TO EMERGENCY VEHICLE	\$162.00
40-6-75	FAILURE TO YIELD TO CONSTRUCTION PERSONNEL AND VEHICLES	\$162.00
40-6-76	FAILURE TO YIELD TO FUNERAL PROCESSION	\$162.00
40-6-90	PEDESTRIAN MUST OBEY TRAFFIC CONTROL DEVICES OR OFFICERS	\$162.00
40-6-91(A)	FAILURE TO YIELD TO PEDESTRIANS IN CROSSWALK	\$162.00
40-6-91(B)	PEDESTRIAN MUST NOT DART OUT IN TRAFFIC	\$162.00
40-6-91(D)	PASSING VEHICLE STOPPED TO YIELD TO A PEDESTRIAN	\$162.00
40-6-92	PEDESTRIAN MUST YIELD IF NOT IN A CROSSWALK	\$162.00
40-6-92C	CROSSING ROADWAY ELSEWHERE THAN AT CROSSWALK	\$162.00
40-6-93	CROSSING AT OTHER THAN A CROSSWALK	\$162.00
40-6-94	FAILURE TO YIELD TO BLIND PEDESTRIANS	\$162.00
40-6-95	PEDESTRIAN UNDER INFLUENCE OF ALCOHOL OR DRUGS	\$190.00
40-6-96	PEDESTRIAN MUST WALK ON SIDEWALK/SHOULDER	\$162.00
40-6-97	PEDESTRIAN MUST NOT STAND IN THE ROADWAY TO SOLICIT A RIDE/EMPLOYMENT/BUSINESS OR SOLICIT CONTRIBUTIONS WITHOUT A PERMIT	\$162.00
40-6-98	DRIVING THROUGH A SAFETY ZONE	\$162.00
40-6-99(A)	PEDESTRIAN MUST YIELD TO EMERGENCY VEHICLE	\$162.00
40-7-3	OPERATING REST. FOR OFF RD VEHICLES	\$162.00
40-7-4	OPERATING RESTRICTIONS FOR OFF-ROAD VEHICLES	\$162.00
40-8-20	HEADLIGHTS ON 1/2 HOUR AFTER SUNSET TO 1/2 HOUR BEFORE SUNRISE	\$162.00
40-8-21	VISIBILITY DISTANCE & MOUNTED HEIGHT OF LIGHTS	\$162.00
40-8-22	HEADLIGHT REQUIRMENTS	\$162.00
40-8-22	DEFECTIVE HEADLIGHT	\$162.00
40-8-22(B)	MORE THAN TWO HEADLIGHTS PROHIBITED	\$162.00
40-8-22(D)	HEADLIGHT COVERS PROHIBITED/TINTED HEADLIGHTS	\$162.00
40-8-23(B)	TAIL LIGHT/TAILLIGHT LENSES REQUIRED	\$162.00
40-8-23(D)	TAG LIGHT REQUIREMENTS	\$162.00
40-8-23 (E)	DEFECTIVE TAILLIGHT	\$162.00
40-8-25	NO BRAKE LIGHTS OR WORKING TURN SIGNAL	\$162.00
40-8-25(c)	NO WORKING TAIL/BRAKE LIGHTS ON TRAILER	\$162.00
40-8-26D	IMPROPER BRAKELIGHT COVERS	\$162.00
40-8-27	NO FLAG OR LIGHT ON PROJECTING LOAD	\$162.00
40-8-29	AUXILIARY LIGHT VIOLATIONS	\$162.00
40-8-3	VEHICLE OR LOAD DRAGGING ON ROADWAY	\$162.00
40-8-31	FAILURE TO DIM HEADLIGHTS	\$162.00
40-8-4	SLOW MOVING VEHICLES/TRIANGULAR WARNING DEVICE ON REAR	\$162.00
40-8-50	BRAKE SYSTEM REQUIRED FOR VEHICLES	\$162.00
40-8-6	OPERATING PASSENGER VEHICLE WITH ALTERED SUSPENSION	\$162.00
40-8-7	OPERATING UNSAFE VEHICLE	\$162.00
40-8-7(A)	DEFECTIVE EQUIPMENT	\$162.00
40-8-7(B)	DRIVING UNSAFE VEHICLE	\$162.00
40-8-70	IMPROPER HORN USE	\$162.00
40-8-70(A)	NO HORN/ IMPROPER USE OF HORN	\$162.00
40-8-70(B)	ILLEGAL EQUIPMENT/SIREN, WHISTLE, BELL	\$162.00
40-8-71	IMPROPER EXHAUST SYSTEM	\$162.00
40-8-72	MIRROR REQUIRED IF VISION OBSTRUCTED	\$162.00
40-8-73	WINDSHIELD/WINDOW/WIPER REQUIREMENTS	\$162.00
40-8-73 (A.1)	WINDOW GLAZING VIOLATION(TINTED WINDOWS)	\$162.00
40-8-74	TIRE REQUIREMENTS	\$162.00
40-8-75	TIRE COVERS(MUD FLAPS) REQUIRED ON TRUCKS	\$162.00
40-8-76	SAFETY RESTRAINT VIOLATION (0-7 YRS OF AGE)	\$50.00
40-8-76 8 TO 17	SAFETY RESTRAINT VIOLATION (8 YEARS TO 17 YEARS)	\$25.00
40-8-76.1(2)	SAFETY RESTRAINT VIOLATION (18 AND OLDER-ADULT)	\$15.00
40-8-79	OPERATING VEHICLE WITH A PASSENGER UNDER 18 YOA IN UNCOVERED BED OF PICKUP TRUCK ON INTERSTATE	\$162.00
40-8-8	NON WORKING SPEEDOMETER	\$162.00

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40-8-90	RESTRICTIONS OF BLUE LIGHTS ON VEHICLE	\$162.00
40-8-92	OPERATING RED OR AMBER LIGHTS WITHOUT PERMIT	\$162.00
40-8-92(d)	OPERATING VEHICLE WITH GREEN LIGHTS FLASHING OR REVOLVING	\$162.00
503.2.1	NO PARKING IN FIRE LANE	\$162.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-14	URINATING OR DEFECATING IN PUBLIC (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-14	URINATING OR DEFECATING IN PUBLIC (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-14	URINATING OR DEFECATING IN PUBLIC (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-15-3	GRAFFITI-PROHIBITED ACTS (1ST OFFENSE)--LOCAL ORDINANCE	\$280.00
58-15-3	GRAFFITI-PROHIBITED ACTS (2ND OFFENSE)--LOCAL ORDINANCE	\$530.00
58-15-3	GRAFFITI-PROHIBITED ACTS (3RD OFFENSE)--LOCAL ORDINANCE	\$1,030.00
58-16-3	POSSESSION OF DRUG PARAPHERNALIA --LOCAL ORDINANCE	\$530.00
58-16-4	SALE OF DRUG PARAPHERNALIA--LOCAL ORDINANCE	\$530.00
58-2	POSTING OF ADVERTISEMENTS - LOCAL ORDINANCE	\$300.00
58-2B	POSTING OF ADVERTISEMENTS - 1ST OFFENSE	\$300.00
58-2B	POSTING OF ADVERTISEMENTS - 2ND OFFENSE	\$570.00
58-3	DISCHARGE OF FIREARMS - LOCAL ORDINANCE	\$745.00
58-4	DISORDERLY CONDUCT - LOCAL ORDINANCE	\$745.00
58-4D	DISORDERLY CONDUCT	\$745.00
58-4D	DISORDERLY CONDUCT 2ND OFFENSE	\$1,400.00
58-4DU	DUTY TO MOVE WHEN REQUESTED TO DO SO	\$745.00
58-4E	EXCESSIVE VOLUME FROM RADIO	\$162.00
58-4L	LOITERING	\$745.00
58-4R	NOISE ORDINANCE-RESIDENCE	\$162.00
58-5	ALCOHOL ON RECREATION DEPT. PROPERTY	\$466.00
58-6	LOITERING OR PROWLING - LOCAL ORDINANCE	\$185.00
58-6-1	LOITERING/PROWLING (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-6-1	LOITERING/PROWLING (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-1	LOITERING/PROWLING (3RD OFFENSE)-CITY ORDINANCE	\$780.00
58-6-2	LOITERING/PROWLING--MINORS (1ST OFFENSE)--CITY ORDINANCE	\$380.00
58-6-2	LOITERING/PROWLING--MINORS (2ND OFFENSE)-CITY ORDINANCE	\$580.00
58-6-2	LOITERING/PROWLING--MINORS (3RD OFFENSE)-CITY ORDINANCE	\$780.00
58-6-3	LOITERING--PROPRIETORS (1ST OFFENSE)--CITY ORDINANCE	\$380.00
58-6-3	LOITERING--PROPRIETORS (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-3	LOITERING--PROPRIETORS (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-4	LOITERING--IN POSTED AREAS (1ST OFFENSE)--LOCAL ORDINANCE	\$360.00
58-6-4	LOITERING--IN POSTED AREAS (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-4	LOITERING--IN POSTED AREAS (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (1ST OFFENSE)-LOCAL ORDINANCE	\$380.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS FOR HIRE (1ST OFFENSE)-LOCAL ORDINANCE	\$380.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS FOR HIRE (2ND OFFENSE)-LOCAL ORDINANCE	\$580.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS	\$780.00

**STATESBORO MUNICIPAL COURT  
FINES LIST**

GA0160100

<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>	
	FOR HIRE (3RD OFFENSE) -LOCAL ORDINANCE		
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00	
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00	
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00	
6-136	OPEN OR CONSUME ANY ALCOHOLIC BEVERAGE ON PREMISES-CITY ORDINANCE	\$325.00	
6-138	BROWN BAGGING PROHIBITED - CITY ORDINANCE	\$745.00	
6-157(A)(6)	EXCEEDING LEGAL OCCUPANCY LOAD - RESTAURANT	\$1,020.00	
6-161(A)	HOURSE OR SALE / CONSUMPTION ON THE PREMISES	\$270.00	
6-162	HOURS OF SALE - LOCAL ORDINANCE	\$270.00	
6-164	REMOVAL OF BEVERAGES PROHIBITED - LOCAL ORDINANCE	\$270.00	
6-165	PROHIBITION OF CERTAIN TYPES OF ENTERTAINMENT, ATTIRE AND CONDUCT	\$380.00	
6-166	PRICING OF ALCOHOLIC BEVERAGES - LOCAL ORDINANCE	\$270.00	
6-166(15)	CHARGING COVER CHARGE WHICH DISCRIMINATES GENDER	\$270.00	
6-166(b)(11)	OFFERING COUPONS FOR ALCOHOLIC BEVERAGES	\$270.00	
6-166(b)(2)	DELIVERING MORE THAN ONE ALCOHOLIC BEVERAGE AT A TIME	\$270.00	
6-166(b)(3)(a)	HAPPY HOUR VIOLATION (ALCOHOL)	\$270.00	
6-166(b)(3)(a)	SALE TO PERSON DURING SPECIAL PERIOD NOT CHARGED	\$270.00	
6-166(b)(6)	SALE OF ALCOHOL BY PITCHER TO ONE PERSON	\$270.00	
6-241	OPEN CONTAINER - LOCAL ORDINANCE	\$207.00	
6-244	OPEN CONTAINER IN VEHICLE - LOCAL ORDINANCE	\$207.00	
6-26	SALE OF ALCOHOL W/OUT A LICENSE	\$745.00	
6-26 a	SALE OF ALCOHOL WITHOUT A LICENSE	\$745.00	
6-56	OPEN KEG	\$325.00	
6-64	REMOVAL OF BEVERAGES PROHIBITED	\$325.00	
6-86(1)	SALE OF ALCOHOL TO A MINOR	\$745.00	
6-86(5)	FAILURE TO CHECK I.D.	\$745.00	
6-86 (A1)	CONTRIBUTING ALCOHOL TO PERSONS UNDER 21 YEARS	\$745.00	
6-88 ( C )	NOISE ORDINANCE VIOLATION - BUSINESS 1ST OFFENSE	\$320.00	
6-88 (A)	SALES TO INTOXICATED PERSON; GAMBLING; DISORDERLY CONDUCT	\$420.00	
66-139(B)	LITTERING - CITY ORDINANCE	\$185.00	
70-1	OBSTRUCTION STREETS OR SIDEWALKS	\$162.00	
70-3	DISPLAY OF MERCHANDISE FOR SALE W/O PERMIT	\$162.00	
70-4	SOLICITING FUNDS ON STREET	\$162.00	
70-63D	PICKETING	\$325.00	
70-64	DUTY TO MOVE WHEN REQUESTED TO DO SO	\$745.00	
70-64	FAILURE TO DISPERSE	\$745.00	
40-6-181	SPEEDING IN EXCESS OF MAXIMUM LIMITS		
	START MPH	END MPH	
	0	14	\$185.00
	15	18	\$220.00
	19	23	\$255.00
	24	999	\$745.00

Resolution No: 2016-29

A RESOLUTION APPOINTING MEMBERS TO THE ALCOHOL ADVISORY BOARD

**WHEREAS**, the Mayor and City Council previously adopted Ordinance 2016-04 establishing the Alcohol Advisory Board as Division 5 of Article 2 of the Code of Ordinance of the City of Statesboro, Section 2-101 et seq.

**WHEREAS**, Section 2-101 of this ordinance provides that the Mayor and each Councilmember shall each have authority to appoint one member to the Alcohol Advisory Board;

**WHEREAS**, Section 2-101 of this ordinance further provides that the term of the initial members of Alcohol Advisory Board shall end on June 30, 2018

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

Section 1. The Mayor and City Council recognize that the Mayor and each Councilmember has duly appointed the following persons to the Alcohol Advisory Board pursuant to Section 2-101 of the Code of Ordinances of the City of Statesboro:

Mayor Jan J. Moore hereby appoints ..... Matt Hube

District 1 Councilmember Phil Boyum hereby appoints ..... Woody Pumphrey

District 2 Councilmember Sam Lee Jones hereby appoints ..... Shubert Lane

District 3 Councilmember Jeff Yawn hereby appoints ..... Patrice Jackson

District 4 Councilmember John Riggs hereby appoints ..... Jim Thibodeaux

District 5 Councilmember Travis Chance hereby appoints ..... Laura Wheaton

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

Adopted this \_\_\_ day of \_\_\_\_, 2016

CITY OF STATESBORO, GEORGIA

\_\_\_\_\_  
By: Jan J. Moore, Mayor

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

Cell Site No.: 410-285  
Cell Site Name: Paulson Stadium  
Fixed Asset No.: 10031174  
Market: GA  
Address: 201 Lanier Drive

## FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (“**Fourth Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the Mayor and City Council of Statesboro, a Georgia municipality, having a mailing address of 127 Laurel Wood Lane, Dahlonga, GA 30533 (hereinafter referred to as “**Lessor**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “**Lessee**”).

**WHEREAS**, Lessor and Lessee entered into a Lease Agreement dated June 24, 2002, as amended by First Amendment to Lease Agreement dated November 1, 2005, as amended by Second Amendment to Lease Agreement dated October 31, 2012, as amended by Third Amendment to Lease Agreement dated May 6, 2014 (hereinafter, collectively, the “**Agreement**”), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 201 Lanier Drive, Statesboro, GA; and

**WHEREAS**, the term of the Agreement will expire on June 7, 2017, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

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

**WHEREAS**, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years (“**New Initial Term**”) commencing on June 8, 2017 (“**New Term Commencement Date**”). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to four (4) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an

Cell Site No.: 410-285  
Cell Site Name: Paulson Stadium  
Fixed Asset No.: 10031174  
Market: GA  
Address: 201 Lanier Drive

"**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Administrative Fees.** In consideration of Lessor's execution of this Fourth Amendment, Lessee agrees to pay Lessor the sum of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) as a one-time payment (the "**One-Time Payment**"), payable within sixty (60) days after the full execution of this Fourth Amendment and the Memorandum of Agreement, for administrative fees. In the event that this Fourth Amendment and any applicable Memorandum of Agreement are not executed (and notarized, where applicable) by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the One-Time Payment to Lessor.

3. **Rent.** Commencing on June 8, 2017, the current rent payable under the Agreement shall be Forty-Five Thousand Two Hundred Fifty and No/100 Dollars (\$45,250.00) per year (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 3(b) of the Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on June 8, 2022, and each Additional Extension Term exercised thereafter, the annual Rent will increase by fifteen percent (15%) over the Rent paid during the previous Term.

4. **Acknowledgement.** Lessor acknowledges that: 1) this Fourth Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of this Fourth Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Fourth Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

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

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

If to Lessee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: 410-285  
Cell Site Name: Paulson Stadium (GA); Fixed Asset No.: 10031174

Cell Site No.: 410-285  
Cell Site Name: Paulson Stadium  
Fixed Asset No.: 10031174  
Market: GA  
Address: 201 Lanier Drive

575 Morosgo Drive NE  
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: 410-285  
Cell Site Name: Paulson Stadium (GA); Fixed Asset No: 10031174  
208 S. Akard Street  
Dallas, Texas, 75202-4206

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

And as to Lessor:

Mayor and City Council of Statesboro  
Attn: Local Government Services  
127 Laurel Wood Lane  
Dahlonega, GA 30533

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

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

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

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



**Cell Site No.:** 410-285  
**Cell Site Name:** Paulson Stadium  
**Fixed Asset No.:** 10031174  
**Market:** GA  
**Address:** 201 Lanier Drive

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

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: 410-285  
Cell Site Name: Paulson Stadium  
Fixed Asset No.: 10031174  
Market: GA  
Address: 201 Lanier Drive

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

LESSOR:  
Mayor and City Council of Statesboro,  
a Georgia municipality

LESSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]





**THIS DOCUMENT PREPARED BY,  
and  
WHEN RECORDED RETURN TO:**

Michael Fraunces, President  
(858) 799-7850  
Md7, LLC  
10590 West Ocean Air Drive  
Suite 300  
San Diego, CA 92130

**Parcel #: MS62000010000**

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: 410-285  
Cell Site Name: Paulson Stadium (GA)  
Fixed Asset Number: 10031174  
State: GA  
County: Bulloch

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the Mayor and City Council of Statesboro, a Georgia municipality, having a mailing address at 127 Laurel Wood Lane, Dahlonega, GA 30533 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee (or their predecessors in interest) entered into a certain Lease Agreement dated June 24, 2002, as amended by that certain First Amendment to Lease Agreement dated November 1, 2005, as amended by that certain Second Amendment to Lease Agreement dated October 31, 2012, as amended by that certain Third Amendment to Lease Agreement dated May 6, 2014, and further amended by that certain Fourth Amendment to Lease Agreement dated \_\_\_\_\_, 201\_\_ (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located

in the City of Statesboro, County of Bulloch, commonly known as 201 Lanier Drive. All of the foregoing are set forth in the Agreement.

2. The New Initial Term will be five (5) years (“**New Initial Term**”) commencing on June 8, 2017, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement, under seal, as of the day and year first above written.

LESSOR:  
Mayor and City Council of Statesboro,  
a Georgia municipality

LESSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_ [SEAL]

By: \_\_\_\_\_ [SEAL]

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witnesses:

Witnesses:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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







## **Exhibit 1 to Memorandum of Agreement**

### **Legal Description**

Street Address: 201 Lanier Drive, Statesboro, GA 30458

Parcel #: MS62000010000

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

All that certain parcel of land lying and being in the 1209<sup>th</sup> G.M. District of the County of Bulloch and State of Georgia as shown on a plat prepared by Lamar O. Reddick, Surveyor, and recorded in Plat Book 23 Page 45, in the Office of the Superior Court of Bulloch County, Georgia. and being bounded northerly by lands now or formerly of Clarence Sasser and lands now or formerly of the Bald Eagle Lounge; Northeasterly by Chandler Road; Easterly by Lanier Road; Southerly by Emily A. Malecki; and Northwesterly by lands now or formerly of Emily A. Malecki.

Tax ID: MS62-10

**Cell Site No.:** 410-285  
**Cell Site Name:** Paulson Stadium  
**Fixed Asset No.:** 10031174  
**Market:** GA  
**Address:** 201 Lanier Drive

## **Exhibit A**

### **Copy of Agreement**

Cell Site No.: 410-071  
Cell Site Name: Saw Mill  
Fixed Asset No.: 10017127  
Market: GA  
Address: 600 Park Avenue

## FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("**Fourth Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the Mayor and City Council of Statesboro, a Georgia municipality, having a mailing address of 127 Laurel Wood Lane, Dahlonga, GA 30533 (hereinafter referred to as "**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

**WHEREAS**, Lessor and Lessee entered into a Lease Agreement dated July 16, 2002, as amended by First Amendment to Lease Agreement dated November 1, 2005, as amended by Second Amendment to Lease Agreement dated October 31, 2012, as amended by Third Amendment to Lease Agreement dated May 6, 2014 (hereinafter, collectively, the "**Agreement**"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 600 Park Avenue, Statesboro, GA; and

**WHEREAS**, the term of the Agreement will expire on August 18, 2017, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

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

**WHEREAS**, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on August 19, 2017 ("**New Term Commencement Date**"). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to four (4) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an

Cell Site No.: 410-071  
Cell Site Name: Saw Mill  
Fixed Asset No.: 10017127  
Market: GA  
Address: 600 Park Avenue

"**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Administrative Fees.** In consideration of Lessor's execution of this Fourth Amendment, Lessee agrees to pay Lessor the sum of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) as a one-time payment (the "**One-Time Payment**"), payable within sixty (60) days after the full execution of this Fourth Amendment and the Memorandum of Agreement, for administrative fees. In the event that this Fourth Amendment and any applicable Memorandum of Agreement are not executed (and notarized, where applicable) by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the One-Time Payment to Lessor.

3. **Rent.** Commencing on August 19, 2017, the current rent payable under the Agreement shall be Forty-Five Thousand Two Hundred Fifty and No/100 Dollars (\$45,250.00) per year (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 3(b) of the Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on August 19, 2022, and each Additional Extension Term exercised thereafter, the annual Rent will increase by fifteen percent (15%) over the Rent paid during the previous Term.

4. **Acknowledgement.** Lessor acknowledges that: 1) this Fourth Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of this Fourth Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Fourth Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

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

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

If to Lessee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: 410-071  
Cell Site Name: Saw Mill (GA); Fixed Asset No.: 10017127

Cell Site No.: 410-071  
Cell Site Name: Saw Mill  
Fixed Asset No.: 10017127  
Market: GA  
Address: 600 Park Avenue

575 Morosgo Drive NE  
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: 410-071  
Cell Site Name: Saw Mill (GA); Fixed Asset No: 10017127  
208 S. Akard Street  
Dallas, Texas, 75202-4206

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

And as to Lessor:

Mayor and City Council of Statesboro  
Attn: Local Government Services  
127 Laurel Wood Lane  
Dahlonega, GA 30533

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

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

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

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

Cell Site No.: 410-071  
Cell Site Name: Saw Mill  
Fixed Asset No.: 10017127  
Market: GA  
Address: 600 Park Avenue

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

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: 410-071  
Cell Site Name: Saw Mill  
Fixed Asset No.: 10017127  
Market: GA  
Address: 600 Park Avenue

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

LESSOR:  
Mayor and City Council of Statesboro,  
a Georgia municipality

LESSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]







**THIS DOCUMENT PREPARED BY,  
and  
WHEN RECORDED RETURN TO:**

Michael Fraunces, President  
(858) 799-7850  
Md7, LLC  
10590 West Ocean Air Drive  
Suite 300  
San Diego, CA 92130

**Parcel #: S42000033001**

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: 410-071  
Cell Site Name: Saw Mill (GA)  
Fixed Asset Number: 10017127  
State: GA  
County: Bulloch

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the Mayor and City Council of Statesboro, a Georgia municipality, having a mailing address at 127 Laurel Wood Lane, Dahlonga, GA 30533 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee (or their predecessors in interest) entered into a certain Lease Agreement dated July 16, 2002, as amended by that certain First Amendment to Lease Agreement dated November 1, 2005, as amended by that certain Second Amendment to Lease Agreement dated October 31, 2012, as amended by that certain Third Amendment to Lease Agreement dated May 6, 2014, and further amended by that certain Fourth Amendment to Lease Agreement dated \_\_\_\_\_, 201\_\_ (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located

in the City of Statesboro, County of Bulloch, commonly known as 600 Park Avenue. All of the foregoing are set forth in the Agreement.

2. The New Initial Term will be five (5) years (“**New Initial Term**”) commencing on August 19, 2017, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement, under seal, as of the day and year first above written.

LESSOR:  
Mayor and City Council of Statesboro,  
a Georgia municipality

LESSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_ [SEAL]

By: \_\_\_\_\_ [SEAL]

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witnesses:

Witnesses:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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





## **Exhibit 1 to Memorandum of Agreement**

### **Legal Description**

Street Address: 600 Park Avenue, Statesboro, GA 30459

Parcel #: S42000033001

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

All that certain tract or parcel of land lying and being in the 1209<sup>th</sup> G.M. District of Bulloch County, and in the City of Statesboro, containing 0.174 acre wherein lies a water tank, as depicted on a plat of survey for the City of Statesboro, prepared by Lamar O. Reddick, Registered Land Surveyor No. 1387, dated April 26, 2002, recorded in Plat Book 61, page 490 Bulloch County records. Said tract is bounded now or formerly as follows: North by lands of Claude Howard Lumber Co., Inc. a distance of 46.08'; East by lands of Claude Howard Lumber Co., Inc. a distance of 97.61'; South by lands of Claude Howard Lumber Co., Inc. a distance of 67.35'; and West by lands of Claude Howard Lumber Co., Inc. a combined distance of 104.77'.



**Cell Site No.:** 410-071  
**Cell Site Name:** Saw Mill  
**Fixed Asset No.:** 10017127  
**Market:** GA  
**Address:** 600 Park Avenue

## **Exhibit A**

### **Copy of Agreement**

MEMORANDUM OF UNDERSTANDING

RE: Georgia Southern University E-Zone and Innovation Incubator

The purpose of this document entered this \_\_\_\_\_ day of \_\_\_\_\_, 2016 is to create a Memorandum of Understanding between the City of Statesboro (hereinafter referred to as the “City”), Georgia Southern University (hereinafter referred to as “GSU”), the Georgia Southern University Research and Service Foundation, Inc. (hereinafter referred to as “GSURSF”), and the Averitt Center for the Arts, Inc. (hereinafter referred to as “Arts Council”) for the funding of certain activities within the project to create business incubation facilities, office space, and innovation laboratories in downtown Statesboro to facilitate economic and workforce development efforts in this region of the State. A copy of the document further describing this project is attached as Exhibit A.

1.

The parties agree that the following amounts shall be contributed by the following entity to fund the activity known as the alley work and more fully described in Exhibit B:

The City shall pay the amount of fifty-seven thousand three hundred and ninety dollars (\$57,390) toward completion of this activity. The remaining needed funds shall be paid out of any contingencies available in the FABLAB grant from the Economic Development Administration held by GSURSF.

The parties further agree and acknowledge that a substantial portion of this contribution by the City was made prior to the entry of this agreement.

2.

The parties agree that the following amounts shall be contributed by the following entities to fund the activity known as the flooring project and more fully described in Exhibit C:

The Arts Council shall pay one thousand dollars (\$1000) and the GSURSF shall pay eight hundred and twenty-two dollars (\$822) toward completion of this activity. Any remaining contingency in the FABLAB grant from the Economic Development Administration held by GSURSF after completion of the alley work described in paragraph 1 shall also be applied to finish the flooring project.

3.

All other provisions of the Memorandum of Understanding attached as Exhibit A not expressly amended are adopted here as if fully stated here, and remain in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE

SIGNATURES FROM THE FOLLOWING PAGE

From a Memorandum of Understanding dated \_\_\_\_\_, \_\_\_\_\_, 2016.

Georgia Southern University

By: \_\_\_\_\_  
Robert L. Whitaker, VP for Business and Finance

Date: \_\_\_\_\_

City of Statesboro

By: \_\_\_\_\_  
Jan J. Moore, Mayor

Date: \_\_\_\_\_

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

Georgia Southern University Research and Service Foundation, Inc.

By: \_\_\_\_\_  
Don McLemore, Chair

Date: \_\_\_\_\_

Averitt Center for the Arts, Inc.

By: \_\_\_\_\_  
Tim Chapman, Executive Director

Date: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

RE: Georgia Southern University E-Zone and Innovation Incubator

The purpose of this document entered this 23<sup>rd</sup> day of November, 2015 is to amend certain provisions of the Memorandum of Understanding between the City of Statesboro (hereinafter referred to as the "City), Georgia Southern University (hereinafter referred to as "GSU"), and the Georgia Southern University Research and Service Foundation, Inc. (hereinafter referred to as "GSURSF") for the creation and funding of business incubation facilities, office space, and innovation laboratories in downtown Statesboro to facilitate economic and workforce development efforts in this region of the State. A copy of that document is attached as Exhibit A.

1.

The provision that shall be amended states in relevant part as follows:

The City intends to...Pay GSU the sum of Fifty Thousand and 00/100 Dollars (\$50,000) per year for a minimum of three years with that payment being made each July 1 beginning in July 2014. Payments will be held in a restricted account in support of the intended purpose. In the event that adequate funding and resources to achieve the intended purpose inclusive of costs of operation and maintenance of incubation facilities and innovation laboratory less Fifty Thousand and 00/100 Dollars (\$50,000) are not available each July 1 beginning in July 2014 from funding sources other than the City, the City shall be relieved of this obligation to pay GSU the sum of Fifty Thousand and 00/100 Dollars (\$50,000) for that year.

2.

The provision referenced directly above is hereby amended in its entirety to read as follows:

The City intends to... Beginning from the date of commencement of the operation of the incubation facilities and incubation laboratory, the City shall pay GSURSF on behalf of GSU the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) per year for a minimum period of three years specifically for costs directly associated with the operation and maintenance of the incubation facilities and incubation laboratory. These payments will be held in a restricted account in support of this specific purpose. For the sake of definition and clarity, the date of commencement of operation of the incubation facilities and incubation laboratory shall be the date of the ceremonial opening of the facilities.

**EXHIBIT**

A

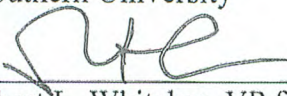
GSURSF acknowledges receipt and possession of the first yearly payment of Fifty Thousand and 00/100 Dollars (\$50,000.00) due under this agreement from the City. This payment shall be credited as the first payment due under this agreement. The second yearly payment of Fifty Thousand and 00/100 Dollars (\$50,000.00) due under this agreement from the City to GSURSF shall be due 365 days after the ceremonial opening of the facilities. The third yearly payment of Fifty Thousand and 00/100 Dollars (\$50,000.00) due under this agreement from the City to GSURSF shall be due 730 days after the ceremonial opening of the facilities.

In any year where the City is obligated to make this payment to GSURSF, and adequate funding and resources to achieve the intended purpose inclusive of costs of operation and maintenance of incubation facilities and innovation laboratory, less Fifty Thousand and 00/100 Dollars (\$50,000), are not available from funding sources other than the City, the City shall be relieved of the obligation to pay GSURSF the sum of Fifty Thousand and 00/100 Dollars (\$50,000) for that year.

3.

All other provisions of the Memorandum of Understanding attached as Exhibit A not expressly amended are adopted here as if fully stated here, and remain in full force and effect.

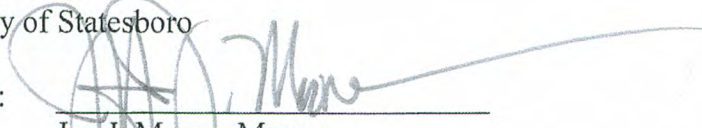
Georgia Southern University

By:   
Robert L. Whitaker, VP for Business and Finance

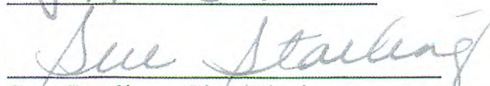
Date: 10/23/15

Approved as to Form  
Georgia Southern University  
Office of Legal Affairs  
*me*

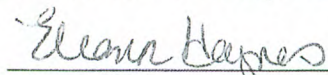
City of Statesboro

By:   
Jan J. Moore, Mayor

Date: 11-23-15

Attest:   
Sue Starling, City Clerk

Georgia Southern University Research and Service Foundation, Inc.

By:   
Eleanor Haynes, Interim Director

Date: 10/26/15

## Exhibit A

### MEMORANDUM OF UNDERSTANDING

RE: Georgia Southern University E-Zone and Innovation Incubator

The intended purpose of this endeavor is the creation and funding of business incubation facilities, office space, and innovation laboratories in downtown Statesboro to facilitate economic and workforce development efforts in this region of the State,

This purpose of this document is to broadly define the understanding between the City of Statesboro (hereinafter referred to as the "City), Georgia Southern University (hereinafter referred to as "GSU"), and the Georgia Southern University Research and Service Foundation, Inc. (hereinafter referred to as "GSURSF") in anticipation of entering appropriate legal agreements to achieve the intended purpose of this endeavor.

The City intends to:

1. Enter into necessary legal arrangements to demonstrate control of title to the building that is the site of the current University Entrepreneur Zone and the offices of the Bureau for Business Research and Economic Development (58 East Main Street), as well as the adjacent building (62 East Main Street).
2. Cooperate with GSU in the pursuit of external funding and to leverage the city's purchase of the two aforementioned buildings, and other costs as determined reasonable, to meet any and all GSU cost share requirements of potential sponsoring agencies.
3. If sponsor funding is obtained for renovations, the City shall comply with the conditions of the sponsor's funding.
4. Charge nominal rent to the appropriate lessee for the lease and occupancy of the aforementioned properties with the cost and responsibility for maintenance of these buildings allocated between the City and the lessee per the terms traditionally associated with the lease of commercial property. This lease agreement shall also place limits on the subleasing of space in the aforementioned building by the lessee in order to provide sufficient space for companies in need of incubation, and require that revenue from subleases be recommitted to the operation and maintenance of incubation facilities and the innovation laboratory.

5. Pay GSU the sum of Fifty Thousand and 00/100 Dollars (\$50,000) per year for a minimum of three years with that payment being made each July 1 beginning in July 2014. Payments will be held in a restricted account in support of the intended purpose. In the event that adequate funding and resources to achieve the intended purpose inclusive of costs of operation and maintenance of incubation facilities and innovation laboratory less Fifty Thousand and 00/100 Dollars (\$50,000) are not available each July 1 beginning in July 2014 from funding sources other than the City, the City shall be relieved of this obligation to pay GSU the sum of Fifty Thousand and 00/100 Dollars (\$50,000) for that year.

GSU intends to:

1. Cooperate with the City on the design, oversight and approval of improvements to the City-owned facilities through the use of external funding acquired by the GSURSF for the intended purpose.
2. Provide the City a right of approval on all bids, contracts and improvements to the City-owned facilities.
3. Agree to the appointment of a City representative to the board charged with oversight of the business incubation facilities, office space, and innovation laboratories in downtown Statesboro.
4. Assign associated personnel and resources, and to reallocate sufficient funding to support GSU's efforts toward the intended purpose within these facilities including, but not limited to, operational costs of the incubation facilities and innovation laboratory.
5. Work with City leaders to establish and develop programs leading to advancement of the intended purpose and to establish Statesboro and Bulloch County as a hub of Economic Development for South Georgia.


Georgia Southern University Research and Service Foundation, Inc., intends to:

1. Serve as the authorized party for submission of proposals, receipt of awards and management of award funds for the Intended Purpose, consistent with the GSURSF's mission as the recipient of restricted funding to support Georgia Southern University's mission in research, scholarship and economic development efforts.

2. Use all reasonable efforts to secure external funding to support renovation of these facilities for the intended purpose. Provide GSU and City with copies of award documents for any external funding received.
3. Provide external funding received by the GSURSF to GSU, the City, and other authorized parties for the intended purpose, including but not limited to, operational costs of the incubation facilities and innovation laboratory as well as improvements to the City-owned facilities at 58 East Main Street and 62 East Main Street.
4. Provide the City a right of approval on all bids, contracts and improvements to the City-owned facilities.

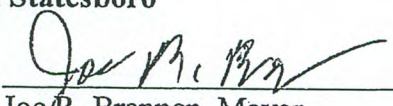
**Georgia Southern University**

By:

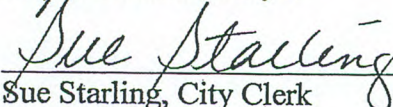
  
Charles E. Patterson, VP for Research & Economic Development

**City of Statesboro**

By:

  
Joe R. Brannen, Mayor

Attest:

  
Sue Starling, City Clerk



**Georgia Southern University Research and Service Foundation, Inc.**

By:

  
Debbie Shaver, Executive Director