



January 21, 2020 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Recognitions/Public Presentations:
 - A) Presentation by Richard Deal with Lanier, Deal and Proctor on how the City financially ended Fiscal Year 2019.
 - B) Presentation by Fair Count regarding the 2020 Census.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 01-07-2020 Council Minutes
6. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 19-12-01**: James Hendry requests a zoning map amendment of 0.692 acres of property located at 8 North Mulberry Street from R-3 (Medium Density Multiple Family Residential) to the CR (Commercial Retail) zoning district in order to redevelop an existing warehouse building as a commercial building with multiple units of business (Tax Parcel S28 000091 000).
7. Public Hearing & Consideration of a Motion to approve application for an alcohol license Sec. 6-5
 - A) 301 Onestop
Nilay Bhatt
17402 N Hwy 301
Statesboro, Ga 30458
8. Consideration of a Motion to approve **Resolution 2020-02**: A Resolution authorizing the closing of the Bank account for the 2016 Community Development Block Grant
9. Consideration of a Motion to Approve the Sixth Amendment to the lease agreement with AT&T regarding the City water tower access lease located at 201 Lanier Drive.
10. Consideration of a Motion to Award a contract to Suez Inc. in the amount of \$37,470.00 for emergency repairs to Well #10 with funds from Water Sewer system revenues.

11. Consideration of a Motion to Authorize payment to Continental Road LLC in the amount of \$39,395.00 to upgrade 8” water main to 12” water main.
12. Consideration of a Motion to Award a Professional Services Contract to Hussey, Gay, Bell Inc. in an amount not to exceed \$139,340.00 for modifications to Blowers and Influent Pumps at the Waste Water Treatment Plant with funds approved as part of the 2020 CIP Budget item #WWD 168 and #WWD 169.
13. Other Business from City Council
14. City Managers Comments
15. Public Comments (General)
16. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
17. Consideration of a Motion to Adjourn

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director *Csw*

Date: January 14, 2020

RE: End of Fiscal Year 2019 Audit Presentation

Background: The City of Statesboro is required to have an independent financial audit at the end of each Fiscal Year. Richard Deal, with Lanier, Deal and Proctor, will give an update on how the City financially ended Fiscal Year 2019.

Budget Impact: N/A

Council Person and District: All

Attachments: *End of Fiscal Year 2019 Audit Presentation*



CITY OF STATESBORO
COUNCIL MINUTES
JANUARY 07, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. **CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order

2. **INVOCATION AND PLEDGE**

Dr. Rev. Francys Johnson gave the Invocation
Mayor Jonathan McCollar led Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Present	
Shari Barr	Councilmember	Present	

Other staff present was: City Manager Charles Penny, Assistant City Manager Jason Boyles, City Attorney Cain Smith and City Clerk Leah Harden.

3. **Oath of Office Administered by Bulloch County Probate Court Judge Lorna Deloach:**

- a) **District 2 Councilmember Paulette Chavers**
- b) **District 3 Councilmember Venus Mack**
- c) **District 5 Councilmember Shari Barr**

Bulloch County Probate Judge Lorna Deloach administered the Oath of Office individually to Councilmember Paulette Chavers, Councilmember Venus Mack and Councilmember Shari Barr.

4. **Consideration of a motion to appoint a Mayor Pro Tem for the next two years, per the Statesboro Municipal Code, Section 2-4 of the City Charter.**

Councilmember Shari Barr made a motion to appoint Paulette Chavers, Councilmember for District 2 as Mayor Pro Tem for the next two years.

RESULT:

Approved 4-0 /Councilmember Paulette Chavers abstained from voting

MOVER:

Councilmember Shari Barr

SECONDER:

Councilmember Venus Mack

AYES:

Boyum, Mack, Riggs, Barr

ABSENT

- 5. **Public Comments (Agenda Item):** None
- 6. **Consideration of a Motion to approve the Consent Agenda**
 - A) **Approval of Minutes**
 - a) **12-17-2019 Council Minutes**

A motion was made to approve the consent agenda.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

- 7. **Second Reading and Consideration of a motion to approve Ordinance 201-14: An Ordinance amending Chapter 6 adding a definition of “Local Brewery” and the requirements and privileges conferred under this classification.**

A motion was made to approve the second reading of Ordinance 2019-14 amending Chapter 6 adding a definition of “Local Brewery” and the requirements and privileges conferred under this classification.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

- 8. **Consideration of a Motion to approve Resolution 2020-01: A Resolution authorizing the Housing Authority of Valdosta, Georgia to issue Bonds to Finance facilities located in the City of Statesboro, Georgia.**

A motion was made to approve Resolution 2020-01 authorizing the Housing Authority of Valdosta, Georgia to issue bonds to finance facilities located in the City of Statesboro, Georgia.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

- 9. **Consideration of a motion to approve the submittal of an Economic Development Administration Grant, for purposes of the Phase III City Campus Classrooms and Business Expansion.**

A motion was made to approve the submittal of an Economic Development Administration Grant.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

10. Other Business from City Council

Councilmember Shari Barr commended Councilmember Phil Boyum on his recent appointment with GMA.

11. City Managers Comments

City Manager Charles Penny stated our transfer station has been backed up due to our contractor Wayne County landfill having mechanical issues. Over the weekend we asked Bulloch County to close their convenience centers so they wouldn't bring anymore additional material to the transfer station. We are working with our contractor to get this issue resolved so hopefully we can have the transfer station cleaned out by later this week.

Mr. Penny also stated we will have a Work Session on January 21st at 4:00 pm, the agenda will include Transit, a presentation by Woods Group on parks and recreation, a quarterly financial report and our year end audit report

12. Public Comments (General)

Mayor Jonathan McCollar congratulated Councilmember Phil Boyum for being appointed to the Georgia Municipal Association Training Board to represent district 12.

Keyshawn Houser came forward to congratulate the new Councilmembers.

13. Consideration of a Motion to Adjourn

A motion was made to adjourn the meeting.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember
SECONDER:	Councilmember
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

The meeting was adjourned at 9:21 am.

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan M. McCollar, Mayor
Charles W. Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348 • STATESBORO, GEORGIA 30459-0348

To: Charles W. Penny, City Manager and Leah Harden, City Clerk

From: Owen Dundee, City Planner II

Date: January 9, 2020

RE: January 21, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Map Amendment Request*

Recommendation: Staff recommends approval of the zoning map amendment requested by application RZ 19-12-01 with conditions.

Background: James Hendry requests a zoning map amendment of 0.692 acres of property located at 8 North Mulberry Street from R-3 (Medium Density Multiple Family Residential) to the CR (Commercial Retail) zoning district in order to redevelop an existing warehouse building as a commercial building with multiple units of business (Tax Parcel S28 000091 000).

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report RZ 19-12-01



City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

RZ 19-12-01
ZONING MAP AMENDMENT REQUEST
8 NORTH MULBERRY STREET

LOCATION:	8 North Mulberry Street	<div style="font-size: small;"> Case # RZ 19-12-01 8 North Mulberry St Parcel: S28 000091 000 </div>
REQUEST:	Zoning map amendment from R-3 (Medium Density Multiple Family Residential) to CR (Commercial Retail).	
APPLICANT:	James Hendry	
OWNER(S):	Seabean LLC	
ACRES:	0.692 +/- acres	
PARCEL TAX MAP #:	S28 000091 000	
COUNCIL DISTRICT:	District 1 (Boyum)	

PROPOSAL & BACKGROUND:

The applicant requests a zoning map amendment from the R-3 (Medium Density Multiple Family Residential) zoning district to the CR (Commercial Retail) zoning district in order to allow for the development and use of a commercial building with multiple units of business, which is not an allowed use under the property's existing zoning designation.

The parcel is currently being developed as a construction company's office per issued building permits #02012 and #02009. The subject site's building renovations will potentially allow for multiple units of business, therefore the applicant has requested a zoning map amendment in order to allow a more intensive land use on the subject property. In November 2015, the City previously issued a building permit, PD #01400, which authorized the construction of a metal building with a one bedroom apartment. In September 2014, the City issued a demolition permit, DPD #17, which authorized the demolition of a dilapidated single family residence. See **Exhibit C** – Photos of Subject Site.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	LI (Light Industrial)	Bulloch Telephone Data/Telecommunications Building, Commercial Office Building with Large Parking Lot, a Warehouse Building, and City of Statesboro Public Utilities Building.
SOUTH:	R-3 (Medium Density Multiple Family Residential)	Single Family Residences.
WEST:	LI (Light Industrial)	JTL Cabinets Commercial Office/Warehouse Building and Southeast Pecan Company Warehouse Buildings.
EAST:	CR (Commercial Retail)	Light Industrial and Commercial Building Uses.

The subject property is located within the R-3 (Medium Density Multiple Family Residential) district, has frontage along North Mulberry Street, and lies adjacent to a variety of uses and previously developed lots. Surrounding parcels include commercial, office, light industrial, and single family residential uses. (See **Exhibit A** – Location Map, **Exhibit B** — Future Development Map, & **Exhibit C** —Photos of Subject Site).

ATTACHMENTS: Exhibit A (Location Map), Exhibit B (Future Development Map), Exhibit C (Photos of Subject Site), Exhibit D (Proposed Site Plan)

COMPREHENSIVE PLAN:

The *City of Statesboro 2019 - 2029 Comprehensive Master Plan's* Future Development Map includes the subject site in the following character area:

<u>“Urban Core/Downtown District”</u>	
Narrative:	<p>The Statesboro Downtown character area includes the central historic portion of Statesboro in the intersecting area of Main Street. The area is intended to be redeveloped to create a central business district including many of the characteristics of a traditional downtown by promoting building, site and street-scape design features that encourage street-level pedestrian activity. The area should support a wide mixture of office and retail uses within structures with the potential for residential uses to be located on upper floors. Also, it can include office-related government and institutional uses. Urban building form should be promoted except for properties that contain the City’s few remaining historic homes.</p>
Suggested Development and Implementation Strategies:	<ul style="list-style-type: none"> • New development should respect historic context of building mass, height and setbacks. • New developments that contain a mix of residential, commercial and/or community facilities at small enough scale and proximity to encourage walking between destinations. • Encourage mixed-use infill and redevelopment. Uses should typically transition across the rear of properties instead of across the street to soften the transition and maintain appropriate streetscapes. • Economic development strategies should continue to nurture thriving commercial activity. • Redevelop warehouses for major employer/tenant to build critical mass downtown. <p style="text-align: right;"><i>Statesboro Comprehensive Master Plan, Future Development Map & Land Use Plan, page 80, 84-85.</i></p>

The subject area is also adjacent to the “Commercial Redevelopment Area #1” character area.

<u>“Commercial Redevelopment Area #1”</u>	
Vision:	Suggested Development & Implementation Strategies:
<p>The Commercial Redevelopment #1 character area is intended for a varied scale of commercial, retail and office uses. At the intersection of major thoroughfares, development of large-scale commercial uses to serve surrounding areas of the City and unincorporated portions of Bulloch County is appropriate. In other areas, smaller scale development containing more local community services is desired. This character area incorporates on-site access management features, and uniform building, site, landscaping and sign standards in order to improve function and aesthetics.</p>	<ul style="list-style-type: none"> • Provide incentives for new businesses to locate here. • Ensure significant perimeter buffering where adjacent to residential and open space corridor areas. • Infill development on vacant sites closer in to the center of the community. These sites, with existing infrastructure in place, are used for new development, while matching the character of the surrounding neighborhood in lieu of more development on greenfield sites. <p style="text-align: right;"><i>Statesboro Comprehensive Master Plan, Future, page 86-87.</i></p>

In addition, the *Statesboro 2019 – 2029 Comprehensive Plan and “Community Goals”* has the following supporting policies:

- “Improve the appearance of the City to serve as an enticement for additional business investment.”
- “Promote the formation of local private business groups that can focus their energy on marketing Statesboro as an attractive business location.”

Statesboro Comprehensive Master Plan, Community Agenda, page 18.

ANALYSIS

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject property is currently serviced by city utilities, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

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

ZONING CONSIDERATIONS:

Whether or not to grant a zoning map amendment from the R-3 (Medium Density Multiple Family Residential) zoning district to the CR (Commercial Retail) zoning district.

The request should be considered in light of:

- the standards for determination of zoning map amendments given in Article XX, Section 2007 of the *Statesboro Zoning Ordinance*
- the vision and community policies articulated within the *Statesboro 2019 – 2029 Comprehensive Plan*
- the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*
- the potential for the property to develop and be utilized in conformance with the requirements of the proposed CR (Commercial Retail) district as set forth in the *Statesboro Zoning Ordinance*.

<p>Current Zoning</p> <p>The R-3 (Medium Density Multiple Family Residential) district allows for any use specifically permitted in the R-15 district as well as single-family detached, two-family twin, and two-family duplex dwellings. However, a commercial building is not listed as a permissible use allowed by right in the R-3 district. Those uses are permitted in the CR district.</p>	<p>Requested Zoning</p> <p>The CR (Commercial Retail) district allows for commercial buildings with professional offices and personal service facilities, which are the applicant's intended uses for the subject property. The applicant intends to use the building primarily as the office for a construction company with additional commercial space proposed to be leased as a barbershop and medical message practice.</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

STANDARDS: ZONING MAP AMENDMENT

Article XX, 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, in "**balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.**" Those standards are as follows:

(1) Existing uses and zoning or (of) property nearby

- a. Existing uses and zoning of property nearby varies. **The surrounding lots are zoned LI (Light Industrial), CR (Commercial Retail), and R-3 (Medium Density Multiple Family Residential)**, and are occupied by a single family dwellings, Bulloch Telephone telecommunications building, warehouse buildings, commercial offices, light industrial uses and a City of Statesboro Public Utilities Department building.

(2) The extent to which property values are diminished by the particular zoning restrictions.

- a. The proposed use is not expected to have an adverse effect on property values in the area given the surrounding uses. Please note that staff has not consulted a professional appraiser regarding the impact of the requested zoning map amendment on the property value.

- (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.**
- a. This request will bring investment into an area where infill redevelopment is needed.
- (4) The relative gain to the public, as compared to the hardship imposed upon the property owner.**
- a. The subject site is currently zoned R-3 (Medium Density Multiple Family Residential). Per Article VI, Section 600, this parcel can be occupied by any use specifically permitted in the R-15 district, as well as single-family detached, two-family twins, and two-family duplex dwellings. Under the proposed CR zoning, the applicant would be able to open a commercial building with multiple units of business, which is the intended use of the 0.692 +/- acre development site. This request gives the applicant an opportunity to serve members of the community and neighborhood by contributing an infill, commercial redevelopment.
- (5) The suitability of the subject property for the zoned purposes.**
- a. There is no indication that the subject property is not suitable for the requesting zoning.
- (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.**
- a. Currently, the parcel is occupied by a commercial building undergoing renovations and a building addition. There have been no major recent commercial developments surrounding the property. Historically, this property was occupied by a metal warehouse building with a one bedroom apartment.
- (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; and**
- a. Impacts on local traffic should be considered.
- b. Positive impact on the existing and future land use patterns as the proposed use is compatible with the surrounding area as well as consistent with the *2019 – 2029 Future Development Map and the Statesboro Comprehensive Plan*.
- (8) Consistency with other governmental land use, transportation, and development plans for the community.**
- a. The *Statesboro Comprehensive Plan* supports appropriate infill within established areas of the City; however, the plan also supports that the placement and scale of infill complement surrounding land uses and zoning districts and requires it to occur in a manner that protects established residential areas.

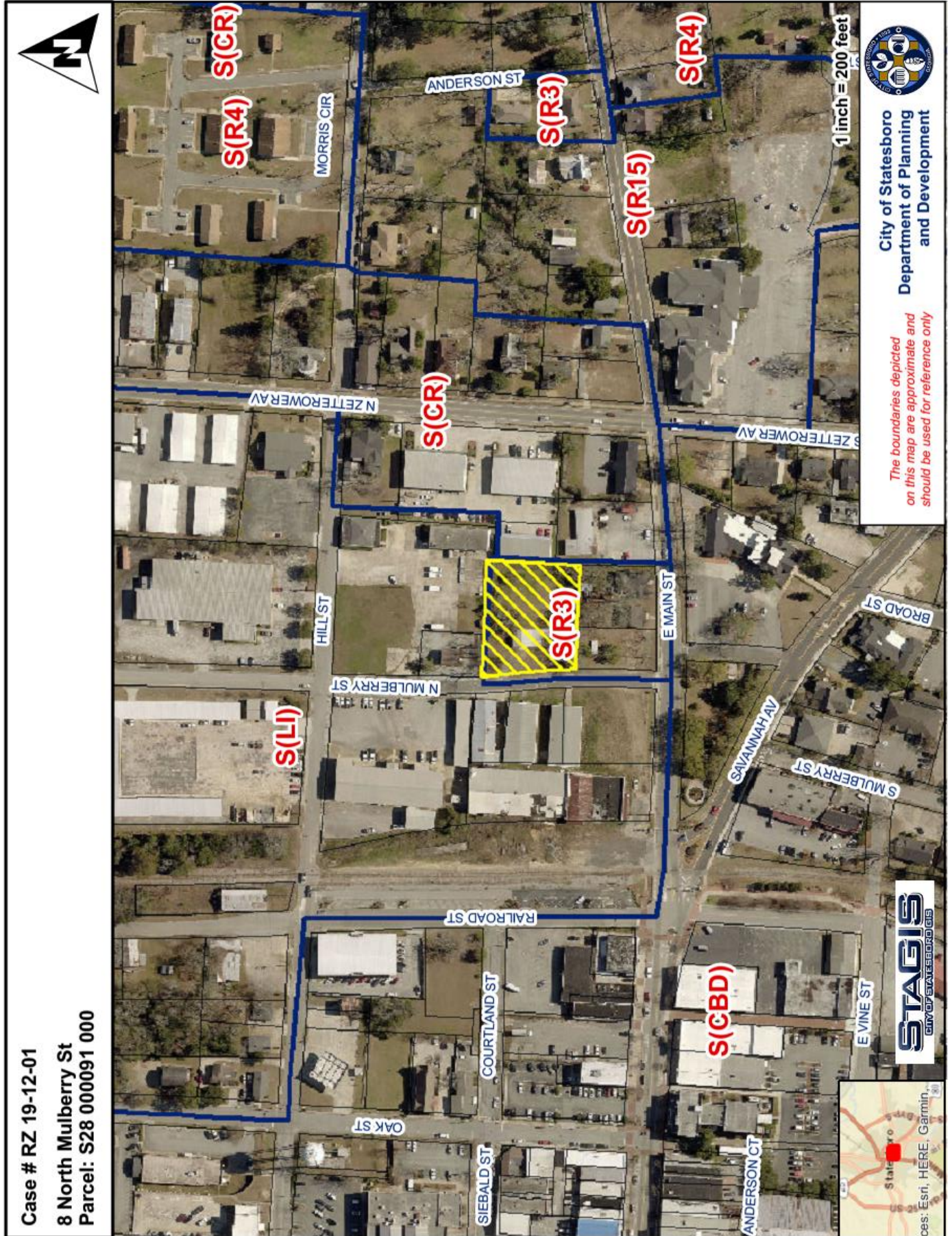
RECOMMENDATION:

Staff recommends approval of the zoning map amendment requested by application **RZ 19-12-01** with conditions.

At the regularly scheduled meeting held on January 7, 2020 at 5:00 PM, the Planning Commission voted 5-0 to recommend approval of the zoning map amendment requested by application **RZ 19-12-01** with the following staff condition(s):

- (a) Subject site shall adhere to all applicable regulations listed within the *Statesboro Zoning Ordinance*, Article XXX: Downtown District Design Standards and Article XXIII: Buffer Requirements.
- (b) Approval of this zoning map amendment does not grant site and/or building plan approval as submitted. Project(s) will be required to meet all City Ordinances and applicable building codes.

EXHIBIT A: LOCATION MAP



Case # RZ 19-12-01
 8 North Mulberry St
 Parcel: S28 000091 000

EXHIBIT B: CITY OF STATESBORO'S 2019 – 2029 COMPREHENSIVE PLAN FUTURE DEVELOPMENT MAP

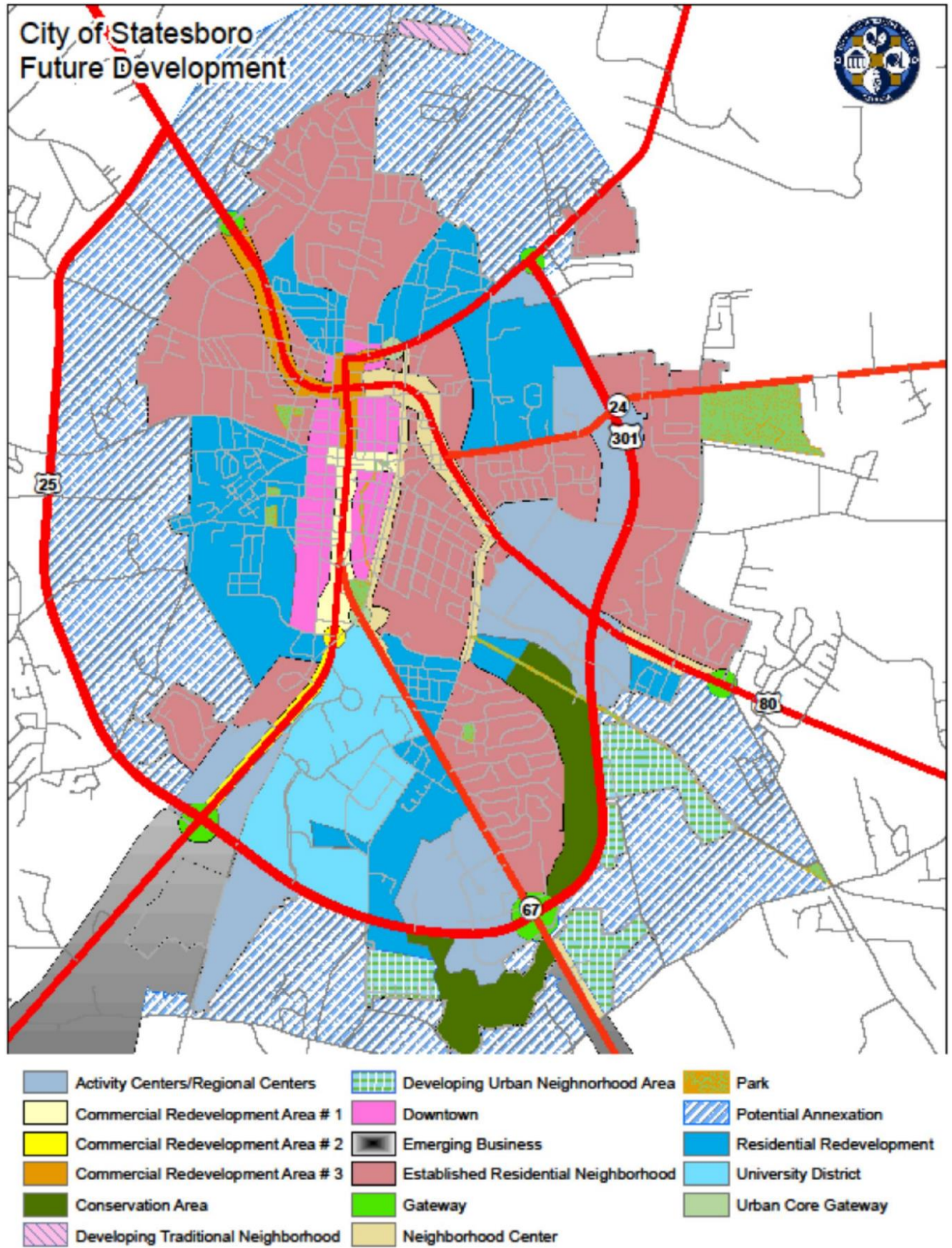


EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS

Picture 1: View of the subject property and RZ 19-12-01, looking east from North Mulberry Street.



Picture 2: Additional views of the subject property and RZ 19-12-01, looking east from North Mulberry Street.



Picture 3: A view of the adjacent property to the north of the subject site, Bulloch Telephone Telecomm. Building.



Picture 4: A view of the adjacent property to the south of the subject site, currently single family residences.



Picture 5: Looking east from the subject site, currently light industrial and commercial uses.



Picture 6: Looking southeast from the subject site, currently light industrial and commercial uses.



Picture 7: Looking northeast from the subject site, currently a City of Statesboro Public Utilities Building.



Picture 8: View of the surrounding properties to the northwest of the subject site, currently light commercial and industrial uses.



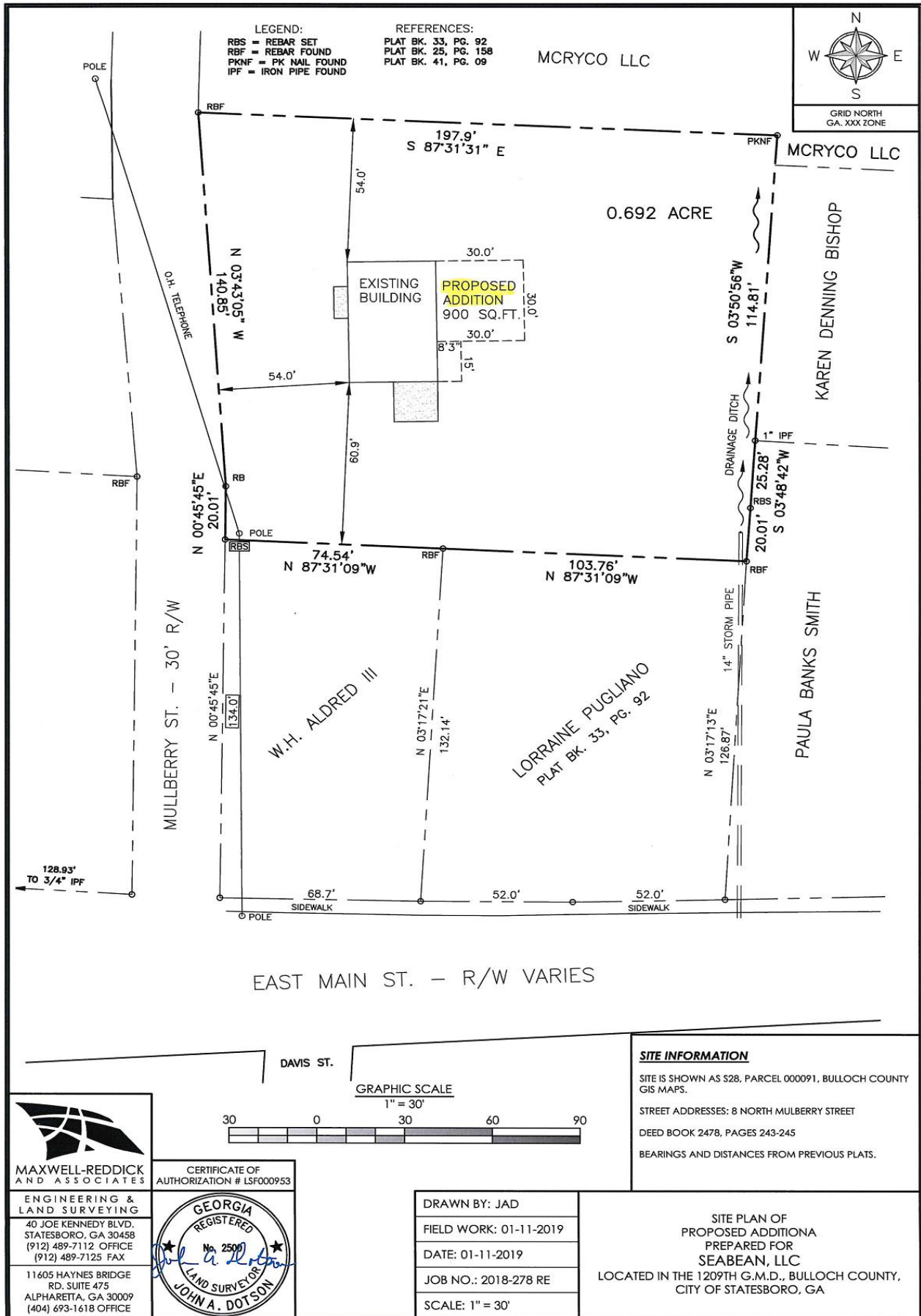
Picture 9: View of the subject site prior to the renovations permitted under building permit #02012 and #02009, previously a metal warehouse building with a one bedroom apartment.



Picture 10: View of the subject site prior to the single family home demolition permitted under demolition permit #17. This single family residence was permitted for demolition on September 18, 2014.



EXHIBIT D: Proposed Site Plan (dated January 11, 2019)



SITE INFORMATION

SITE IS SHOWN AS S28, PARCEL 000091, BULLOCH COUNTY GIS MAPS.

STREET ADDRESSES: 8 NORTH MULBERRY STREET

DEED BOOK 2478, PAGES 243-245

BEARINGS AND DISTANCES FROM PREVIOUS PLATS.

MAXWELL-REDDICK AND ASSOCIATES

ENGINEERING & LAND SURVEYING

40 JOE KENNEDY BLVD.
 STATESBORO, GA 30458
 (912) 489-7112 OFFICE
 (912) 489-7125 FAX

11605 HAYNES BRIDGE
 RD. SUITE 475
 ALPHARETTA, GA 30009
 (404) 693-1618 OFFICE



DRAWN BY: JAD

FIELD WORK: 01-11-2019

DATE: 01-11-2019

JOB NO.: 2018-278 RE

SCALE: 1" = 30'

SITE PLAN OF PROPOSED ADDITION PREPARED FOR SEABEAN, LLC

LOCATED IN THE 1209TH G.M.D., BULLOCH COUNTY, CITY OF STATESBORO, GA



PLEASE BE ADVISED THAT KNOWINGLY PROVIDING FALSE OR MISLEADING INFORMATION ON THIS DOCUMENT IS A FELONY PURSUANT TO O.C.G.A. §16-10-26 WHICH STATES:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES
CITY OF STATESBORO, GEORGIA

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. A non-refundable TWO HUNDRED dollar (\$200.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order. checks should be made payable to the City of Statesboro.)

1. BUSINESS TRADE NAME: 301 one stop
D/B/A Name

2. APPLICANT'S NAME: Creating 301 LLC
(Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: Same as mailing Address STE# _____

4. BUSINESS MAIL ADDRESS: 17402 N Hwy 301

CITY: Statesboro STATE: GA ZIP CODE: 30458

5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 259-9554

CORPORATE OFFICE TELEPHONE NUMBER: _____

6. CONTACT NAME FOR BUSINESS: Nilay Bhatt

TELEPHONE NUMBER FOR CONTACT PERSON: 706-741-2458

7. NAME OF MANAGER: Mihir Patel
(Person responsible for Alcohol Licensing issues)

TELEPHONE NUMBER FOR MANAGER: 912-272-8375

ADDRESS OF MANAGER: _____
(Street, Road, RFD No., P. O. Box No.)

CITY: _____ COUNTY: _____ STATE: _____ ZIP: _____

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)
NEW MANAGER _____ NEW BUSINESS: _____ NEW OWNER:

PREVIOUS OWNER'S NAME: Bhurat Patel

BUSINESS NAME CHANGE: _____ PREVIOUS BUSINESS NAME: _____

ADDRESS CHANGE: _____ PREVIOUS ADDRESS: _____

LICENSE CLASS CHANGE: BEER _____ WINE _____ LIQUOR _____ OTHER _____

Special Event Permit 50.00
 Distance Waiver Application Fee 150.00
 Alcohol Beverage Control Security Permit(Permit Shall Be Obtained From The Statesboro Police Department) 50.00

10. TYPE OF BUSINESS: (CHECK ONE) Individual Corporation Partnership LLC

(COMPLETE EITHER NUMBERS 11, 12 AND 13, AND/OR 14, 15 AND 16 IN THE SECTION BELOW)

11. IF APPLICANT IS AN INDIVIDUAL: Attach copy of trade name affidavit.

FULL LEGAL NAME: _____ PHONE# _____
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
 HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION? _____

12. IF APPLICANT IS A PARTNERSHIP, LLC, or LLP: Attach trade name affidavit, if an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement as well as other documents listed below that establish ownership rights of members or partners.

NAME AND ADDRESS OF PARTNERSHIP, LLC, or LLP: Creating 301 LLC
17402 US Hwy 301 N, Statesboro, GA 30458
 DO YOU HAVE AN OPERATING AGREEMENT OR PARTNERSHIP AGREEMENT FOR THE LLC, LLP OR PARTNERSHIP? NO
 IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE MEMBERS OR PARTNERS? _____
Corporation LLC document

13. MEMBERS OF L.L.C. and/or PARTNERS:

FULL LEGAL NAME: Dilip Bhanu Kumar Rishi PHONE# 706-741-2458
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NUMBER _____
 FULL LEGAL NAME: _____ PHONE# _____
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
 FULL LEGAL NAME: _____ PHONE# _____
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

Calculation of Basic License Fee

For Calendar Year: 2020

Classification:	Mark all that apply	License Fee
1. Package Sales	<input checked="" type="checkbox"/>	\$1750
2. On Premise License Types		
A. Bar	<input type="checkbox"/>	\$4300
B. Bar with Kitchen	<input type="checkbox"/>	\$4300
C. Event Venue	<input type="checkbox"/>	\$2500
D. Low Volume	<input type="checkbox"/>	\$750
E. Pub	<input type="checkbox"/>	\$5600
F. Restaurant	<input type="checkbox"/>	\$2800
3. Caterer	<input type="checkbox"/>	\$200
4. Brewer, manufacturer of malt beverages only	<input type="checkbox"/>	\$1750
5. Broker	<input type="checkbox"/>	\$1750
6. Importer	<input type="checkbox"/>	\$1750
7. Manufacturer of Wine only	<input type="checkbox"/>	\$1750
8. Sunday Sales Permit	<input checked="" type="checkbox"/>	\$300
9. In Room Service Permit	<input type="checkbox"/>	\$150

Total Due: \$ 2050

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAS EACH MEMBER OR PARTNER COMPLETED A FINANCIAL AFFIDAVIT TO ATTACH TO THIS APPLICATION? _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

CORPORATION-STOCKHOLDERS: All corporate applicants who are corporations shall list the names and address of all stockholders and the percentage of stock owned by each. If a named stockholder therein is another corporation, the same information shall be given for the Stockholding Corporation. If, during the life of the license, the identity of the stockholders or their percentage of ownership should change, that information shall be sent to the Finance Department.

14. IF APPLICANT IS A CORPORATION: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

NAME OF CORPORATION: _____
(Name shown exactly as in Articles of Incorporation or Charter)

HOME OFFICE: _____

MAIL ADDRESS IF DIFFERENT: _____

DATE AND PLACE OF INCORPORATION: _____

DO YOU HAVE A SHAREHOLDERS AGREEMENT? _____

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE SHAREHOLDERS? _____

15. OFFICERS:

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

16. STOCKHOLDERS (If Different from Officer Names)

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

HAS EACH OFFICER AND SHAREHOLDER COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION?

_____ (ATTACH ADDITIONAL PAGES IF NECESSARY)

17. If there is any individual or officer, who has resided at his current address less than five (5) years, complete information below.

NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

FULL NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

18. State name and address of owner of the property (Land and Building) where the business will be located.

Mihir Patel
50 Conservation Dr. Savannah, GA 31419

2)

19. Is the commercial space where the business is to be located rented or leased?

Answer: YES NO _____ If yes, state name of lessor or landlord and address, and provide a copy of the lease with this application.

20. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firm, company, corporation, or other entity.

Answer: YES _____ NO If yes, give name of person or firm and address and amount of percentage of profits or receipts to be split.

21. Is there anyone connected with this business that is not a legal resident of the United States and at least twenty-one (21) years of age?

Answer: YES _____ NO If yes, give full details on separate sheet.

If anyone connected with this business is not a U.S. Citizen, can they legally be employed in the United States.

Answer: YES _____ NO N/A _____ If yes, explain on a separate sheet and submit copies of eligibility.

22. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other City or County in the State of Georgia, or other state or political subdivision and been denied such?

Answer: YES _____ NO If yes, give full details on separate sheet.

23. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category?

Answer: YES _____ NO X If yes, give full details on separate sheet

24. Is there anyone connected with this business that has been convicted within fifteen years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?

Answer: YES _____ NO X If yes, give full details on separate sheet, including dates, charges and disposition.

25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) of any state, federal or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense?

Answer: YES _____ NO X If yes, give full details on separate sheet, including dates, charges and disposition.

26. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?

Answer: YES _____ NO X If yes, give full details on separate sheet.

27. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal Agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity ?

Answer: YES _____ NO X If yes, give full details on separate sheet.

28. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in criminal activities.

Answer: YES _____ NO X If yes, give full details on separate sheet.

29. Will live nude performances or adult entertainment be a part of this business' operations?

Answer: YES _____ NO X If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, Nilay Bhatt, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 as provided above which I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Nilay Bhatt
Print Full Name As Signed Below

ABhatt
Signature of Applicant

owner
Title

Aug/30/2019
Date



SWORN TO AND SUBSCRIBED BEFORE ME THIS

30 DAY OF August 20 19
Rhonda J. Patten
NOTARY PUBLIC (SEAL)
My Commission Expires: 7-12-2020



City of Statesboro
Department of Planning & Development Memorandum

50 East Main Street P.O. Box 348 » (912) 764-0630
Statesboro, Georgia 30458 Statesboro, Georgia 30459 » (912) 764-0664 (Fax)

DATE: December 30, 2019
TO: Tax Department
SUBJECT: **ALCOHOLIC BEVERAGE APPLICATION (17412 (17402) Highway 301 N – 301 One Stop)**

The Department of Planning & Development has reviewed the alcoholic beverage application submitted by Nilay Bhatt for 17402 Highway 301 N (Tax Parcel # MS69000004 000). The applicant is proposing the sale of retail package at this location. The proposed sale of alcohol is permitted at the location and the application **may be approved**. Staff's recommendation is based on the following:

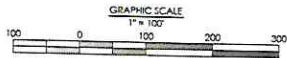
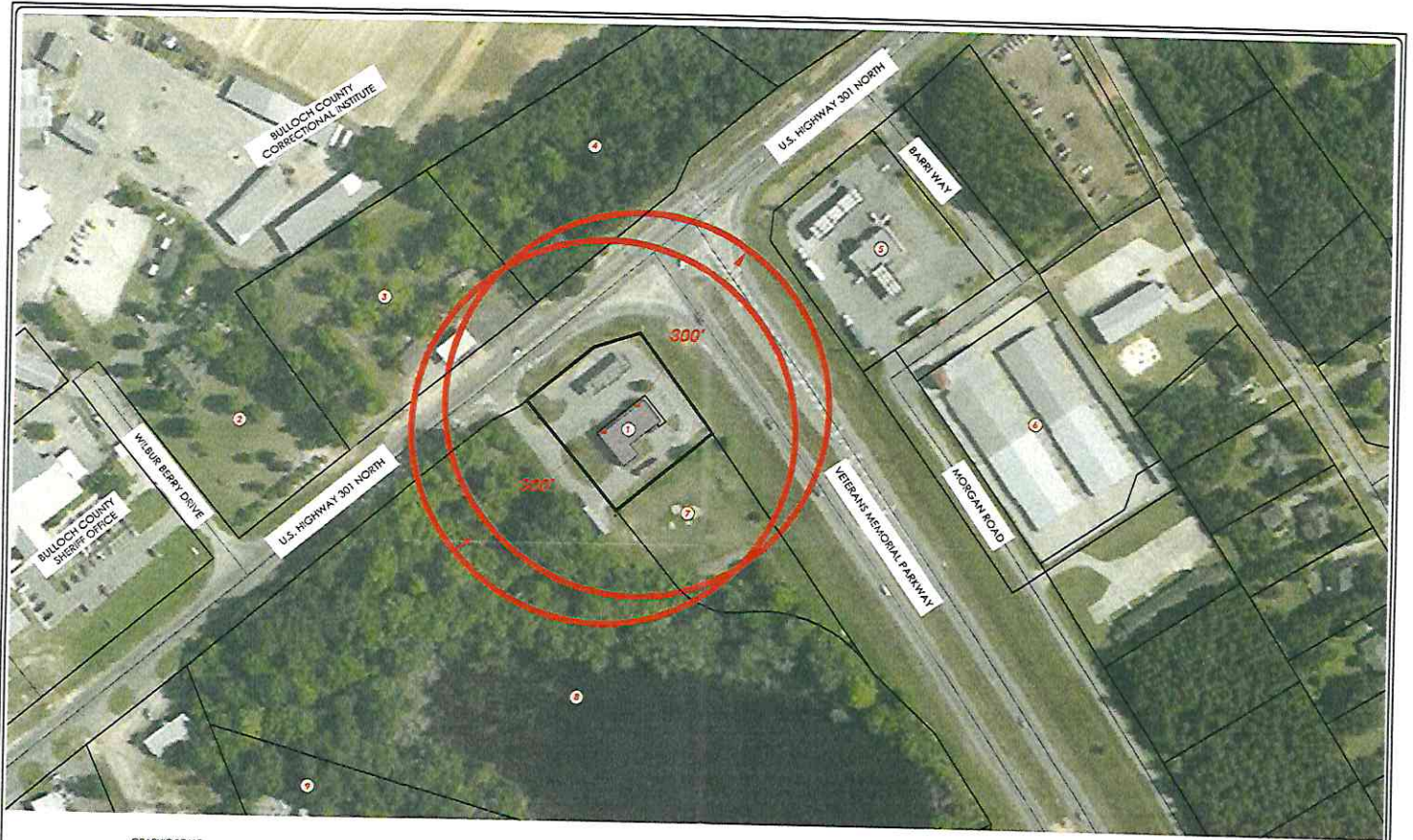
- 1) **Zoning District:** 17412 Highway 301 N is located in the HOC (Highway Oriented Commercial) zoning district. Sale of beverages is permitted in this district.
- 2) **General Regulations Pertaining to all Licenses:** Per Chapter 6 Section 6-7(c)(2) of the *Statesboro Code of Ordinances*, Class B and C alcoholic beverage licenses may be issued in the HOC (Highway Oriented Commercial) zoning district.
- 3) **Alcoholic Beverages Proximity Restrictions:** The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6 Section 6-7(d) of the *Statesboro Code of Ordinances*. The proposed location is required to adhere to the regulations set forth by O.C.G.A. § 3-3-21. **As per Chapter 6(d)1, Class B and C licenses shall be issued for a location only if the location complies with the proximity requirements provided by O.C.G.A. § 3-3-21 as measured by the rules and regulations promulgated by the Georgia Department of Revenue. As of the date of this document, the attached survey shows no encroachment at the location.**

Department of Planning and Development **approval** is based on the information provided within the alcoholic beverage application submitted for our review.

The Department of Planning & Development encourages all applicants to access the *Statesboro Zoning Ordinance* online at <http://www.statesboroga.gov/>. **The applicant is also encouraged to consult directly with representatives of the Engineering, Fire and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.**

Respectfully,

Justin L Williams
City Planner I
Department of Planning and Development



MAXWELL REDDICK AND ASSOCIATES
 ENGINEERING & LAND SURVEYING
 40 JOE KENNEDY BLVD
 STATESBORO, GA 30428
 (912) 489-7112 OFFICE
 (912) 489-7125 FAX
 1180 HAYNES BRIDGE RD
 SUITE 405
 ALPHARETTA, GA 30009
 (404) 475-1418 OFFICE



CERTIFICATE OF AUTHORIZATION # 120200023

GENERAL NOTES:

- 1) SUBJECT PROPERTY IS TAX # 4649000004 000
- 2) PHYSICAL ADDRESS: 17412 HIGHWAY 301 NORTH
- 3) SUBJECT PROPERTY IS RECORDED IN PLAT BOOK 43 PAGE 113
- 3) PROPERTY LINES SHOWN WERE TAKEN FROM THE BULLOCH COUNTY TAX ASSESSORS SITE.

1. RTI PETROLEUM LLC
2. BULLOCH COUNTY
3. LARRY GOULD
4. BULLOCH COUNTY BOARD OF COMMISSIONERS
5. BRYAN COOP
6. THREE O ONE LLC
7. USCO HARTFORD LLC
8. PAMELA M. HOLLOWAY
9. ALEX BRIAN CARTER

DRAWN BY: JI
 FIELD WORK: N/A
 DATE: 11/20/2019
 JOB NO.: 2019-245
 SCALE: 1" = 100'



ALCOHOL PROXIMITY EXHIBIT FOR
CREATING 301 LLC
 17412 HIGHWAY 301 NORTH
 1209TH G.M.D., BULLOCH COUNTY,
 CITY OF STATESBORO, GA

**301 Onestop
17402 N Hwy 301
Statesboro, Ga 30458**

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Justin Williams	Approve	See Memo
Fire Department	Carlos Nevarez	Approve	
Police Department	Jared Akins	Approve	No reason for denial apparent
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

Date: January 14, 2020

RE: Closing of the 2016 Community Development Block Grant (CDBG) Bank Account

Policy Issue: Closing of a bank account.

Recommendation: Approval to close the 2016 CDBG Bank Account.

Background: The 2016 Community Development Block Grant required the City to open a separate bank account for the 2016 CDBG revenue. The grant has been completed and all funds have been expended in accordance with the grant. Therefore, it is my recommendation to close the 2016 CDBG Bank Account.

Budget Impact: N/A

Council Person and District: All

Attachments: Resolution

RESOLUTION #2020-02: A RESOLUTION AUTHORIZING THE CLOSING OF
THE BANK ACCOUNT FOR THE 2016 COMMUNITY DEVELOPMENT BLOCK
GRANT

WHEREAS, the City Council accepted the award of the 2016 Community
Development Block Grant; and

WHEREAS, the project funded by the grant has been completed and the grant has
been closed out;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the
City of Statesboro, Georgia that the City Manager and Director of Finance are hereby
authorized and directed to close the City of Statesboro's 2016 Community Development
Block Grant bank account.

BE IT FURTHER RESOLVED that any Resolution or parts of a Resolution in
conflict herewith are hereby rescinded.

Adopted this 21st day of January 2020

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan M. McCollar, Mayor
Charles W. Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348 • STATESBORO, GEORGIA 30459-0348

To: Charles W. Penny, City Manager and Leah Harden, City Clerk

From: Owen Dundee, City Planner II

Date: January 9, 2020

RE: January 21, 2019 City Council Agenda Items

Policy Issue: Consideration of a Sixth Amendment to the lease agreement with AT&T regarding City water tower access lease located at 201 Lanier Drive.

Recommendation: Approval of lease.

Background: AT&T has leased tower space on this site since 2002. Our third party contractor for Local Government Services, LLC, negotiated and approved the proposed lease amendment, which allows a routine equipment swap for new equipment at this location. Due to the scope of the work proposed, this proposed project is a routine equipment swap and there will not be an opportunity to increase the rent under the proposed Sixth Amendment to the AT&T lease.

Budget Impact: None

Council Person and District: John Riggs (District 3)

Attachments: Proposed executed Lease Amendment and Copy.

Market: Georgia
Cell Site Number: 410-285
Cell Site Name: Paulson Stadium
Fixed Asset Number: 10031174

SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AGREEMENT (“**Sixth Amendment**”), dated as of the latter of the signature dates below, is by and between the Mayor and city Council of Statesboro, a Georgia municipality, having a mailing address of 50 E. Main Street, Statesboro, GA 30458 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated June 24, 2002, as amended by the First Amendment to Lease Agreement dated November 1, 2005, as further amended by Second Amendment to Lease Agreement dated October 31, 2012, as further amended by Third Amendment to Lease Agreement dated May 6, 2014, as further amended by the Fourth Amendment to Lease Agreement dated July 7, 2016, as further amended by the Fifth Amendment to Lease Agreement dated May 8, 2018, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 201 Lanier Drive, Statesboro, GA 30458 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to reflect that Lessee shall be authorized to add, remove, modify, or replace certain equipment on the Premises as listed below and set forth in **Exhibit A-3**, attached hereto and incorporated by reference; 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 as follows:

1. **Equipment.** Exhibit A-3 shall be deleted in its entirety and replaced with revised **Exhibit A-3** attached hereto and incorporated into the Agreement as if fully set out therein.
2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall control. Except as expressly set forth in this Sixth 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 Sixth Amendment.

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

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

If to Lessee: New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #: 410-285, Cell Site Name: Paulson Stadium (Georgia),
FA No: 10031174
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With the required copy of legal notice sent to Lessee at the address above, a copy to the Legal Department: New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #: 410-285, Cell Site Name: Paulson Stadium (Georgia),
FA No: 10031174
208 S. Akard Street
Dallas, TX 75202-4206

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

“LESSOR”

Signed, sealed and delivered
in the presence of:

The Mayor and City Council of Statesboro,
a Georgia municipality

Name: _____
Unofficial Witness
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

“LESSEE”

Signed, sealed and delivered
in the presence of:

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

By: AT&T Mobility Corporation
Its: Manager

Name: _____
Unofficial Witness

By: _____

Name: Leonard W. Lindros
Title: Area Manager of Network Engineering

Date: _____

Name: _____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT A-3
(Page 1 of 3)

Lessee's Equipment to be located at the 132' RAD.

- (5) Kathrein 80010865 panel antennas**
- (3) Commscope NNH4-65B-R6 panel antennas**
- (2) Kathrein 742264 panel antennas**
- (1) CCI MBA6-11F-BU-H3 panel antenna**
- (2) Ericsson RRUS-11 radios**
- (2) Ericsson RRUS-12 radios**
- (2) Ericsson RRUS-A2 modules**
- (3) Ericsson RRUS-32 radios**
- (3) Ericsson B14 4478 radios**
- (2) Ericsson 4415 B25 radios**
- (2) Ericsson 4478 B5 radios**
- (2) Ericsson 4449 B5/B12 radios**
- (2) Ericsson 8843 B2/B66A radios**
- (6) Andrew ETD819G-12UB TMAs**
- (2) Andrew E15Z01P06 TMAs**
- (3) Raycap DC6-48-60-18-8F surge suppressors**
- (6) Raycap DC2-48-60-0-9E surge suppressors**
- (1) Raycap DC9-48-60-24-8C-EV surge suppressors**
- (3) Commscope CBC1923Q-43 quadplexers**
- (12) 1 5/8" coax**
- (7) 7/8" power cables**
- (3) 3/8" fiber cables**
- (6) 3/8" RET cables**

EXHIBIT A-3

(Page 2 of 3)

Engineering Stamped Drawings added when complete.

See attached exhibit comprised of 2 pages, dated 11-18-2019, prepared by Foresite Group.

TOWER NOTES:

1. THE EXISTING TOWER, FOUNDATION, ANTENNA MOUNTS, AND ANTENNAS WERE DESIGNED BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. ADDITIONAL EXISTING ANTENNAS AND MOUNTS NOT SHOWN FOR CLARITY, SEE NOTE #4.
4. TOWER STRUCTURAL ANALYSIS SHALL BE COMPLETED BY OTHERS BEFORE ANY INSTALLATION OF EQUIPMENT OR ANY OTHER MODIFICATIONS TO THE TOWER ARE COMPLETED. FORESITE GROUP ACCEPTS NO RESPONSIBILITY FOR THE STRUCTURAL CAPACITY OF THE TOWER AND FOUNDATIONS. CONTRACTOR SHALL COORDINATE WITH AND COMPLY WITH THE PROVISIONS OF THE STRUCTURAL ANALYSIS PRIOR TO INSTALLATION OF EQUIPMENT ON TOWER.
5. CONTRACTOR TO REFER TO AND COMPLY WITH MOUNT STRUCTURAL ANALYSIS COMPLETED BY FORESITE GROUP, LLC, DATED 11/13/2019 PRIOR TO INSTALLATION OF EQUIPMENT ON TOWER.
6. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED ANTENNAS. ALL ANTENNAS AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER BUILDING CODE AND STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES AND BASIC WIND SPEED AS LISTED ON SHEET T-1.
7. AZIMUTHS TAKEN FROM AT&T RF SITE DESIGN DATA. TOWER HEIGHTS AND ANTENNA HEIGHTS TAKEN FROM RECENT TOWER SURVEY DATA. TOWERING VENDOR WILL CONFIRM HEIGHT WITH AT&T REGULATORY COMPLIANCE.
8. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND IDENTIFYING ANY EXISTING CONFLICTS (INCLUDING BUT NOT LIMITED TO EXISTING COAXIAL CABLES, SAFETY CLIMBS, ETC) AND DETERMINING TEMPORARY BRACING OR RELOCATION REQUIRED FOR INSTALLATION OF THE PROPOSED EQUIPMENT. THE CONTRACTOR SHALL RESTORE ALL RELOCATED ITEMS TO PREVIOUS CONDITIONS.

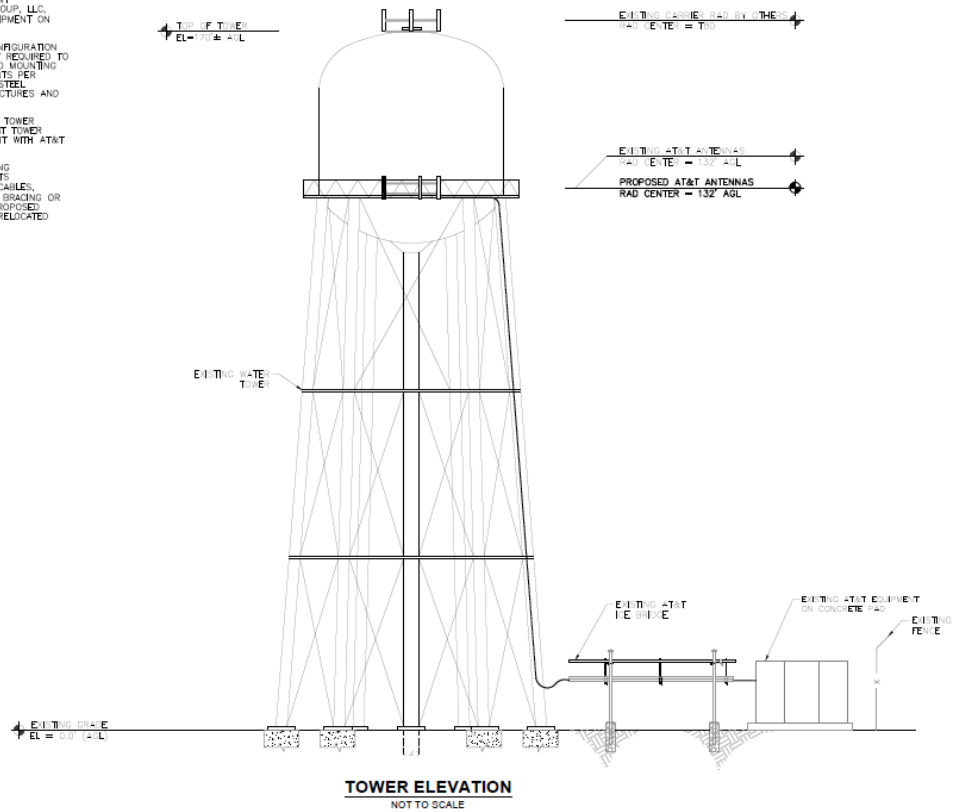
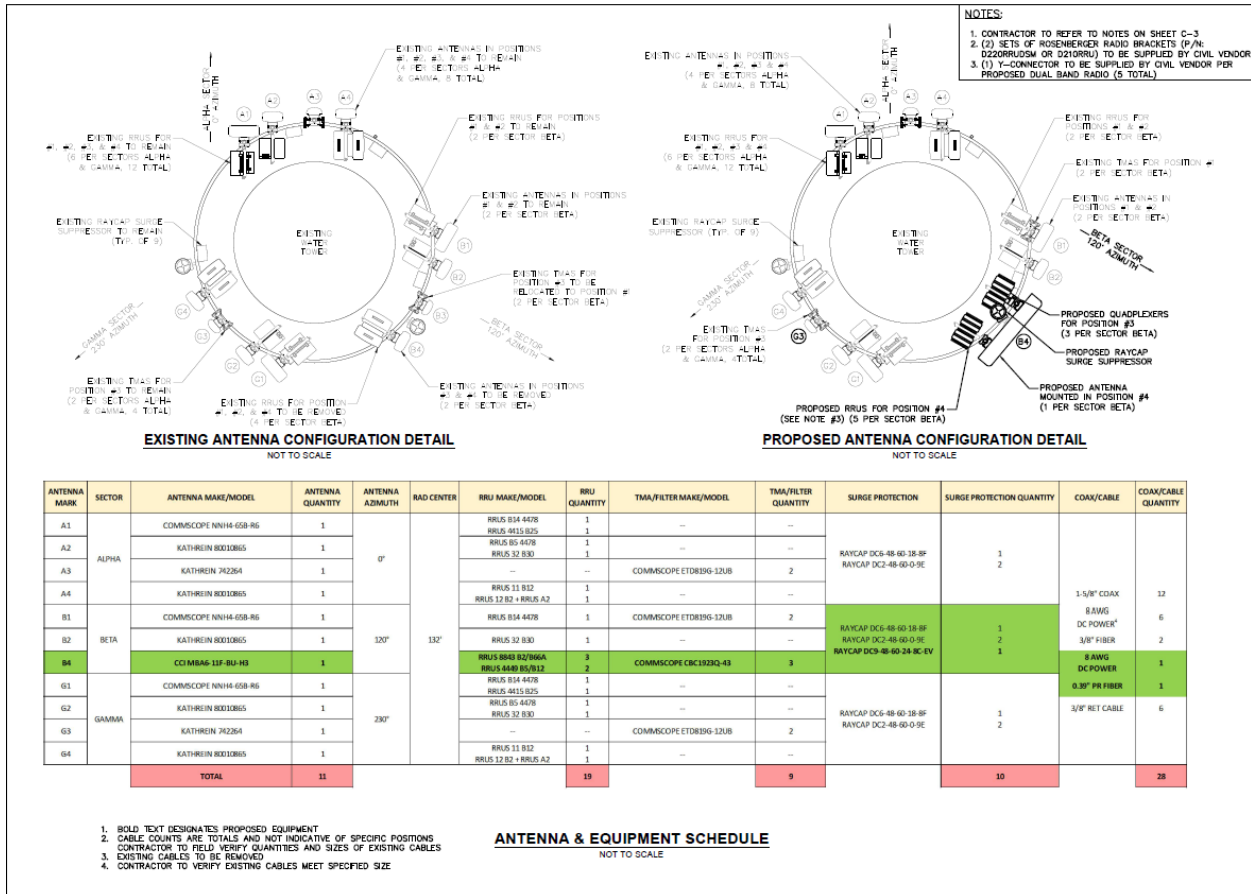


EXHIBIT A-3
(Page 3 of 3)

Engineering Stamped Drawings added when complete.

See attached exhibit comprised of 2 pages, dated 11-18-2019, prepared by Foresite Group.



Notes:

- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
- ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

**To: Mr. Jason Boyles / Asst. City Manager
Mr. Charles Penny / City Manager**

**From: Steve Hotchkiss
Director of Public Utilities**

Date: 1-8-2020

RE: Emergency Pump Replacement Well #10

Policy Issue: City Manager Approval

Recommendation: Approval by City Manager to award a contract to Suez Inc. in the amount of \$37,470.00 for emergency repairs to Well #10 with funds from Water Sewer system revenues.

Background: The City operates six deep wells that supply the potable water needs of its residential and commercial customers. Two of our highest producing wells are units #9 and #10, which are located in the Gateway Industrial park near Briggs & Stratton. As part of our routine monitoring it was noticed that well #10 was consuming more power than normal and pumping less water. Our pump specialist was called in to investigate and determined that the pump was going bad and would need to be replaced. Because this well is of high priority and needs to be brought back to full pumping capacity as soon as possible, we have solicited three written quotes for the needed repairs. The low bid came from Suez Inc. in the amount of \$37,470.00, second was from Beasley Well Drilling \$47,860.00 and third was from Bulloch Well Drilling \$63,000.00

Budget Impact: Funding will come from Operating Budget.

Council Person and District: All

Attachments: See attached quotes from Suez, Bulloch Well, and Beasley Well Drilling

Georgia Municipal Association City of Excellence
Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

BULLOCH WELL DRILLING, INC.
Randy Beasley
Georgia License #6
116 Gordon Beasley Road
Statesboro, GA. 30458
(912) 764-2676 / (912) 531-1788

Proposal
December 5, 2019

City of Statesboro
54 East Main Street
Statesboro, GA 30458

Re: Well #10 Repairs

1-300hp turbine pump *	
416ss shaft 1 15/16	
416 ss coupling 1 15/16	
1-1 15/16 motor shaft	
1-packing box rebuild	
Rubber Inserts 1 15/16	\$ 48,000.00
Crane, rigging, service and labor	<u>15,000.00</u>
TOTAL	\$ 63,000.00

*2 to 3 weeks lead time on turbine pump.

Thank you for the opportunity to quote you this price.



PO Box 2526
Savannah, GA 31402
(912)965-0351



1-800-524-6238

Professional Services for Water Systems

Fax: (912)966-2194

TO: City of Statesboro
PO Box 348
Statesboro, GA 30458
Attn: Danny Lively

QUOTATION

DATE: 11/5/2019

VIA EMAIL:

NO. OF PAGES: 1

REFERENCE: Well #10

44 hrs Equipment, labor, and materials to move, run pre test, set up rig, disconnect wiring, pull 330' of pump assembly, break down, inspect, provide parts list, and demobe. Once parts are ready, move, prep pump including dial indicating shafting, installing the pump assembly, testing to ensure proper operation and demobilizing equipment. \$8,800.00

1 LS Provide parts including: new 1850 GPM bowl assembly, all new rubber inserts, and all new 416 SS shaft w/ couplings. \$28,670.00

TOTAL \$37,470.00

Please note that our quantities and total price are estimates only. Our invoice will be based on actual time and materials incurred to complete the project in accordance with the scope of work as described. Charges will be billed according to our Standard Confirming Order Schedule of Rates. Our price does not include any applicable tax or freight.

Payment Terms: Net 30

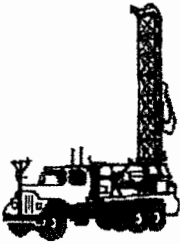
The foregoing prices are subject to Federal, State, and Local Sales and Use Taxes. This Quotation will automatically expire if Purchaser does not deliver a written acceptance to Contractor by 30 days.

The undersigned accepts the above proposal at the prices shown, subject to any necessary revision in the list of estimated quantities, and hereby authorizes and instructs Contractor to proceed with the described work. Purchaser's pumps, motors, parts, and/or accessories may be stored by Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After thirty days, disposal of equipment may be made by Contractor without incurring any liability.

Purchaser:

Contractor: Rowe Drilling Co.

Josh Davis, Project Manager



Beasley Well Drilling & Pump Services Inc.

Marty Beasley
 375 Gordon Beasley Rd.
 Statesboro, Ga. 30458

Marty 912-690-3145
 Janet 912-690-1165

Estimate

Date	Estimate #
12/3/2019	54

License and Bonded by the state of Georgia
 License #658

CITY OF STATESBORO
 c/o DANNY LIVELY
 P.O. BOX 348
 WELL #10, STATESBORO 30458

Project

Description	Total
GOULDS 14RJHC 6 STAGE PUMP END STANDARD CONSTRUCTION, 10" THREADED COLUMN, THREADED SUCTION	0.00
1 11/16 X 10' 10TPI 416 LINE SHAFT	0.00
1 11/16 10TPI 416 LINE SHAFT COUPLING	0.00
RUBBER INSERT FOR RETAINER	0.00
PULL AND REPLACE PUMP BOWLS, LINE SHAFT AND RUBBER INSERTS	
REPAIR DISCHARGE HEAD STUFFING BOX, IF NEEDED	
WELL WILL BE DISINFECTED	
LABOR AND MATERIALS	47,860.00

PLEASE CALL JANET BEASLEY AT 912-690-1165 FOR ANY BILLING NEEDS.
 THANK YOU!

Total	\$47,860.00
--------------	--------------------

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

**To: Mr. Jason Boyles / Asst. City Manager
Mr. Charles Penny / City Manager**

**From: Steve Hotchkiss
Director of Public Utilities**

Date: 1-7-2020

RE: Reimbursement for Water Main Extension.

Policy Issue: Council Approval

Recommendation: Consideration of a motion to authorize payment to Continental Road LLC in the amount of \$39,395.00 to upgrade 8" water main to 12" water main.

Background: In early 2019 the Continental Road LLC development group started development of the old Saw Mill Site located on the By-Pass just west of the new J.C. Lewis Ford dealership. As part of that development, the site was annexed into the City and plans were made to extend City utilities onto the property. As part of the development process, utility plans were submitted for review and approval by City staff. The City has an existing 12" water main located across the By-Pass from the development and their engineers proposed tapping that main and extending an 8" main to serve the site. When the plans were reviewed and marked up we required that the line be extended as a 12" to the next adjoining property line to maximize capacity for future developments.

The cost to upgrade the water main from 8" to 12" is \$39,395.00 and the developer has requested that the City pay the additional cost. Public Utilities staff and our consultants at Hussy Gay Bell have reviewed these charges and find them fair and applicable.

Georgia Municipal Association City of Excellence
Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

In the past we have paid the additional cost to upgrade utility lines if it was in the City's best interest. This is an area that will continue to develop and we feel that having the higher capacity main is the best option and will benefit the City.

Budget Impact: Proposed funding from Water Sewer System revenues.

Council Person and District: Chavers, District #2

Attachments: Maxwell- Reddick letter and spreadsheet.



MAXWELL-REDDICK
AND ASSOCIATES

December 17, 2019

Steve Hotchkiss
Public Utilities Director
City of Statesboro
50 East Main Street
PO Box 348
Statesboro, GA 30458

RE: Continental Road, LLC
Veterans Memorial Parkway
Statesboro, Ga

Dear Mr. Hotchkiss,

The referenced project consists of five proposed commercial tracts, a proposed office park, and a proposed multi-family residential community. The City of Statesboro is requiring twelve (12) inch water mains to be extended through the referenced project. It is the opinion of Maxwell-Reddick & Associates that eight (8) inch water mains are sufficient to serve this project. On behalf of the Developer, Continental Road, LLC, we respectfully request reimbursement in the amount of \$39,395 for the cost difference between twelve inch and 8-inch water mains. Cost estimates for installing 8" and 12" water mains are attached. Should you have any questions about the plans, this letter, or the project in general, please do not hesitate to contact me by phone at (912) 489-7112 or by email at dhendrix@maxred.com.

Sincerely,

David L. Hendrix, P.E.

Enclosed: Cost Estimates for 8" and 12" Water Mains



Continental Road, LLC

Water Distribution for all 8" mains	Quantity	Unit	Unit Price	Item Price
16"x8" MJ Tee	1	EA	1750	\$1,750.00
8" Valve & box	8	EA	1500	\$12,000.00
16" bore w/ 8" fusable PVC carrier pipe	200	LF	290	\$58,000.00
8" MJ 45 bend	4	EA	400	\$1,600.00
8" MJ cap	3	EA	185	\$555.00
8" MJ tee	2	EA	650	\$1,300.00
8" MJ tee	1	EA	650	\$650.00
8"x6" MJ tee	3	EA	550	\$1,650.00
8" c-900 PVC	1650	LF	21	\$34,650.00
8" Joint Restraints	35	EA	140	\$4,900.00
Total				\$117,055.00

Water Distribution AS Designed	Quantity	Unit	Unit Price	Item Price
16"x12" MJ Tee	1	EA	1775	\$1,775.00
12" Valve & box	8	EA	2550	\$20,400.00
16" bore w/ 12" fusable PVC carrier pipe	200	LF	322	\$64,400.00
12" MJ 45 bend	4	EA	675	\$2,700.00
12" MJ cap	3	EA	350	\$1,050.00
12" MJ tee	2	EA	1075	\$2,150.00
12"x8" MJ tee	1	EA	875	\$875.00
12"x6" MJ tee	3	EA	775	\$2,325.00
12" c-900 PVC	1650	LF	31	\$51,150.00
12" Joint Restraints	35	EA	275	\$9,625.00
Total				\$156,450.00

CITY OF STATESBORO

COUNCIL
Phillip A. Boym
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

**To: Mr. Jason Boyles / Asst. City Manager
Mr. Charles Penny / City Manager**

**From: Steve Hotchkiss
Director of Public Utilities**

Date: 1-8-2020

RE: Professional Services Contract Hussey, Gay, Bell

Policy Issue: Council Approval

Recommendation: Consideration of a motion to award a Professional Services Contract to Hussey, Gay, Bell Inc. in an amount not to exceed \$139,340.00 for modifications to Blowers and Influent Pumps at the WWTP with funds approved as part of the 2020 CIP Budget item #WWD168 and #WWD 169.

Background: As part of our ongoing efforts to maintain the WWTP, we have scheduled this year to upgrade the Blower System and the Influent Pumps. These two areas were identified by our consulting engineers as items with the greatest need of repair and upgrade. Hussey, Gay, Bell Engineering has a long history with the City's Waste Water Treatment Plant and has been the Engineer of Record for many years. They designed the original plant and the many upgrades, expansions and Discharge Permit renewals throughout the years. Their many years of experience make HGB uniquely qualified to provide the engineering services needed for this project.

Georgia Municipal Association City of Excellence
Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

Budget Impact: This project was approved as part of the City's Capital Improvement Program with funds from Operating Revenues.

Council Person and District: All

Attachments: HGB Contract



December 3, 2019

Mr. Steve Hotchkiss
Director of Public Works
City of Statesboro
P.O. Box 348
Statesboro, GA 30459

**RE: Proposal for Professional Services for Modifications to the Statesboro WWTP
Blowers and Influent Pumps**

Dear Mr. Hotchkiss:

We are pleased to present this proposal for professional services for the subject project. This project generally consists of replacement of the existing aeration blowers, replacement of the influent submersible pumps, modification of influent flow division to the aeration basins, installation of aeration blower controls to improve energy efficiency and miscellaneous piping and appurtenances for a complete and operable system.

Our understanding of the scope of work is as follows:

A. SURVEYING SERVICES

Hussey Gay Bell will perform a topographical survey of the existing influent pump station and aeration basins. Critical elevations for water levels will also be surveyed as required for design. Easement plats are not expected to be required for this project and are not included in the scope of this proposal.

LUMP SUM FEE **\$4,800.00**

B. WETLAND SERVICES

This project is not expected to impact wetlands. Wetlands services are not included in the scope of this proposal.

C. DESIGN SERVICES

Hussey Gay Bell's scope of design services includes the design and preparation of Construction Plans and Specifications for the replacement of the influent pump station submersible pumps, aeration basin blowers, modification of aeration basin controls and modification of influent flow split to aeration basins. Design will include all necessary civil, mechanical, structural and electrical drawings and specifications. Design of this project will include Design Development Report which consist of summary of 36 months of DMR data to establish influent flow and loading, pump station calculation, blower design based on current influent data and proposed NPDES ammonia effluent limits and all equipment recommendations. Hussey Gay Bell will provide three design deliverables as part of this project; 30%, 60% and 100%. Each deliverable will be provided to the City for review. HGB will conduct a workshop with the City to review each deliverable and receive any comments. All comments will be formally addressed and/or incorporated into the next deliverable.

LUMP SUM FEES:

Design Development Report	\$13,680
30% Design	\$12,120
60% Design	\$28,700
100% Design	\$24,430

D. PERMITTING SERVICES

Permitting services includes the preparation of submittal packages for approval by the Georgia Environmental Protection Division of the Georgia Department of Natural Resources.

LUMP SUM FEE	\$ 2,620
---------------------	-----------------

E. BIDDING SERVICES

Hussey Gay Bell will prepare construction documents, including plans and specifications, necessary for contractor bidding of the project. Hussey Gay Bell will assist in preparing a project advertisement, the distribution of bid documents, attending a pre-bid meeting, preparing addenda to respond to bidder questions, attending a bid opening, analyzing the bids received and recommending award of the project. This proposal assumes all work will be bid once as a single project.

LUMP SUM FEE **\$ 6,540**

F. CONTRACT ADMINISTRATION

Hussey Gay Bell's construction administration services as needed on an hourly basis including contract preparation, attending one (1) pre-construction meeting, responding to Requests for Information (RFI's), reviewing two (2) pay requests, reviewing shop drawings and preparing change orders, if necessary.

HOURLY NOT-TO-EXCEED FEE **\$23,250**

G. CONSTRUCTION OBSERVATION

Hussey Gay Bell's construction includes on-site observation during the construction phase of the project on an hourly basis.

HOURLY NOT-TO-EXCEED FEE **\$16,560**

H. PROJECT CLOSE-OUT AND RECORD DRAWINGS

Hussey Gay Bell will complete project close-out documentation and provide record drawings for the project on an hourly basis.

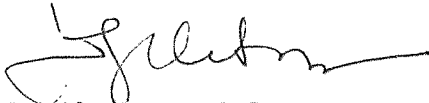
HOURLY NOT-TO-EXCEED FEE **\$ 6,640**

The scope of services covered by this proposal does not include geotechnical or environmental services.

Mr. Steve Hotchkiss
City of Statesboro
December 3, 2019
Page 4

You will be billed each month for our services and for any reimbursable expenses as defined in the General Conditions. Invoices will be payable within 30 days of invoice date. This Agreement, along with the General Conditions, the Schedule of Hourly Rates and the Schedule of Reimbursable Expenses constitutes the entire contract between you and this firm and may only be modified by a written change order signed by both parties. Thank you for this opportunity to serve you.

Yours very truly,
HUSSEY, GAY, BELL & DEYOUNG, INC.



Jennifer Oetgen, P.E.
Principal

ACCEPTED BY: _____ DATE: _____

Attachments: General Conditions
 Schedule of Hourly Rates
 Schedule of Reimbursable Expenses

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated **December 3, 2019**, between **CITY OF STATESBORO** (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been

produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

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

Revised 3-10-16

HUSSEY GAY BELL
— Established 1958 —

Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00

SCHEDULE OF REIMBURSABLE RATES
January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
----------	---------

CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: \$0.54 per mile

AIRFARE: Actual Cost
(Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost