



March 3, 2020 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Paulette Chavers
3. Recognitions/Public Presentations
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 02-18-2020 Work Session Minutes
 - b) 02-18-2020 Council Minutes
 - B) Consideration of a motion to declare vehicles and equipment in Public Works & Engineering and Fire Department as surplus and approve disposition in accordance with the City's Purchasing Policy.
6. Consideration of a Motion to approve **Resolution 2020-10**: A Resolution pledging payment of restricted Hotel Motel Tax Proceeds to Statesboro Convention and Visitors Bureau (SCVB).
7. Consideration of a Motion to adopt amended ordinance codification of Chapter 2 to include Statesboro-Bulloch Beautiful Advisory Board.
8. Consideration of a motion to approve a Development Agreement with West District Development, LLC, to use \$188,365.00 in TAD funds for installation of private infrastructure within the development commonly known as the West District within the South Main Tax Allocation District.
9. Consideration of a motion to award a contract to American Signal for the purchase of three (3) Advantage-S LED Portable Trailer Mounted Message Signs per the Houston-Galveston Area Council (H-GAC) purchasing cooperative contract in the amount of \$40,000.00.
10. Consideration of a Motion to award a contract to Xylem Dewatering Solution, Inc. in the amount of \$92,807.82 for two NC100 Dri-Prime Pumps with funds approved in the 2020 CIP Budget item# WWD-37.

11. Consideration of a Motion to award a Professional Services Contract to Hussey, Gay, Bell Inc. in an amount not to exceed \$23,400.00 for design and survey services to replace the East Olliff St. Water Main with funds approved as part of the 2020 CIP Budget Item# WWD-0166.
12. Consideration of a Motion to approve Change Order #1 to Insituform Technologies, LLC's contract for \$101,091.80 with funds approved as part of the 2020 CIP Budget Item WWD-172.
13. Consideration of a Motion to award a contract to Sikes Brothers Inc. for \$196,690.00 for asphalt paving and repairs at the Waste Water Treatment Plant and the Hill St. Utility Complex with funds approved in the 2020 CIP Budget Item# WWD-65, WWD-127 and NGD-66.
14. Other Business from City Council
 - A) City of Statesboro Council retreat will be held on March 13-14, 2020 beginning at 9:00 am at the Marriott in Augusta, Georgia. The retreat will be facilitated by Michael Hourihan from the Carl Vinson School of Government.
15. City Managers Comments
16. Public Comments (General)
17. 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)
18. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
FEBRUARY 18, 2020

Mayor & Council Work Session

58 E. Main St. Joe Brannen Hall

4:00 PM

A Work Session of the Statesboro City Council was held on February 18, 2020 at 4:00 p.m. at Joe Brannen Hall, 58 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, Venus Mack, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny.

The meeting was called to order by Mayor Jonathan McCollar.

1. Public Safety Reports

a) Fire

Statesboro Fire Chief Tim Grams presented the 2019 statistics for the Statesboro fire service. These statistics include total number of calls, incident responses, fire safety & prevention and training & personnel development. The average number of training hours per individual is 347 hours per year. Service types include fire suppression, rescue, hazardous condition, prevention, false alarms, severe weather etc. Calls of service is when we are contacted to do any activity in the community, prevention activities, smoke detectors, fires things of that nature. Chief Grams reviewed the prevention activities, public education inspections and smoke detector installation.

b) Police

Statesboro Police Chief Mike Broadhead started with staffing issues stating about 26 percent of persons interviewed are actually hired. The remaining percentage either withdrew or failed to complete the application process or disqualified during the interview process. Other disqualifications are background check and psychological evaluation. Training is a priority with the Statesboro Police Department. The State requires 20 hours of training per year; each of our officers receives on average 181 hours per year. In June of 2019 we changed our reporting systems from Uniform Crime Report, UCR, to National Incident Based Reporting System, NIBRS. The difference between the two systems is NIBERS is more inclusive and requires a lot more information whereas in UCR you report the most serious crime at the incident. Chief Broadhead shared violent crime statistics stating burglary is on a steady decline. Other enforcement numbers, include written citations, written warnings, and arrests. Vehicle crashes public and private are a big concern in the community. When we can get our staffing up we have positions for crash reduction unit, their main purpose will be trying to reduce crashes.

2. Creek on the Blue Mile Update

George Kelly, with Freese and Nichols and the Project Manager for the Creek on the Blue Mile reviewed with Mayor and Council the overall concept for this project. The project is broken down into three phases, with the key features of floodway mitigation water supply maintaining flow with a focal point being a creek park with walking paths on either side of the creek with economic development.

Phase I of the project is flood and feasibility evaluation, includes dam and reservoir considerations with the primary goal of floodplain mitigation.

Phase II is the site and feasibility evaluation. This phase starts next month and continues through September. Items that will be studied during this phase are safe yield analysis, geotechnical exploration, geological

study, water quality testing (surface & groundwater), and environmental studies. These are done in order to see what the impacts will be from the project. Water sampling has already started; as it is required to test water in all 4 seasons. There is a lot of regulatory consideration that needs to be made in this project. The agencies that we will be dealing with are US Army Corp of engineers, Environment Protection Division (State), Wildlife Resource Division (State), US Fish & Wildlife Service (National), Environment Protection Agency (National), and Historic Preservation Division.

Phase III is the regulatory and permitting feasibility study results. This phase will be coordinating with these agencies to find out what their requirements are. The Feasibility Study in itself is really the deliverable in this phase. When we get to that point, we will know there are possibilities for the project and decisions to move forward will need to be made.

3. Community Redevelopment Incentive Tax

City Manager Charles Penny stated Council approved the Community Redevelopment Incentive Tax or Blight Tax on December 17 2019. After it passed, the Mayor reduced the multiplier from 7.0 to .01. By that action, Council tabled that matter to be brought back on February 18, 2020. Mr. Penny explained the blight tax is a tool used to encourage reinvestment, rehabilitation, or removal of deteriorated or dilapidated properties. The standard for blight tax to be imposed two of the following factors must be present; the property must be uninhabited, inadequate provisions for ventilation, light, air or sanitation, imminent harm to life of property, repeated illegal activity on the individual property, and maintained below City Standard for a year. This ordinance is law on the books. The decision now is to leave it in place as it is or override the Mayors reduction of the multiplier.

The meeting was adjourned at 5:08 pm



CITY OF STATESBORO
COUNCIL MINUTES
FEBRUARY 18, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. **CALL TO ORDER**

Mayor Pro Tem Paulette Chavers called the meeting to order

2. **INVOCATION AND PLEDGE**

Pastor Cary Swanson with Crossroads Community Church gave the Invocation.

Mayor Jonathan McCollar gave the State of the City address.

Mayor Pro Tem Paulette Chaves stated we would have an 8-minute recess.

Mayor Jonathan McCollar called the meeting back to order.

Councilmember Phil Boyum led the 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. **Recognitions/Public Presentations: None**

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

5. **Consideration of a Motion to approve the Consent Agenda**

A) **Approval of Minutes**

a) **02-04-2020 Council Minutes**

A motion was made to approve the consent agenda.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Shari Barr

SECONDER:

Councilmember Venus Mack

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

- 6. **Public Hearing and Consideration of a Motion to Approve Application V 20-01-01: Josh Whitfield requests a variance from Article XV, Section 1509 (C) Table 6 of the Statesboro Zoning Ordinances, for the installation of 2 signs with a maximum height of 24 feet at the property located on 87 College Street in Sign District 4 and the CBD (Central Business) zoning district (Tax Parcel #S19 000001 003).**

A motion was made to open the public hearing.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Paulette Chavers

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

No one spoke for or against this request.

A motion was made to close the public hearing.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Venus Mack

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

A motion was made to approve application V 20-01-01.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Venus Mack

SECONDER:

Councilmember Phil Boyum

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

7. Public Hearing and Consideration of a Motion to Approve Application CUV 19-10-07: Paula Becker requests a conditional use variance from article VII-A of the Statesboro Zoning Ordinances for 0.21 acres of property located at 109 Broad Street to utilize the property as an addiction recovery community residence in the R-6 (Single Family Residential) zoning district (Tax Parcel S29 000073 000).

A motion was made to open the public hearing.

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

Assistant City Manager Jason Boyles gave an overview of this application. Staff recommends approval with conditions.

Paula Becker spoke for the request.

Pete Williams spoke against the request, voicing concerns such as safety, parking, crime, diminished property values, downtown enhancements and the diminished neighborly feel of the neighborhood.

David Posner spoke against the request

Glenn Hanes spoke against the request

Cathy Skidmore-Hess spoke against the request.

Helen Cannon spoke against the request

A motion was made to close the public hearing.

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

Councilmember Shari Barr asked Ms. Becker to answer the concerns that have been voiced.

Paula Becker explained the structure of the program. Explaining this is not a treatment facility, it is long term sober residential.

Councilmember John Riggs stated he appraised this house about 10 years ago and stated the driveway of this house is no more than ten feet from the bedroom window of the neighboring house. In light of those who have lived there since 1986 he is going to vote no on this. He thanks Ms. Becker for what she does stating the world needs more of what you do and he appreciates it very much.

Councilmember Phil Boyum asked City Attorney Cain Smith where we are on putting together a proposed ordinance for regulating recovery residences.

City Attorney Cain Smith stated he would propose an ordinance based on those that have gone through in Palm Beach Florida, which were put in place in conjunction with fair housing offices.

City attorney Cain Smith states this request is proper under a previously approved moratorium as it requests reasonable accommodations under the Americans with Disabilities Act. There is a potential legal exposure for denial of reasonable accommodation. Such accommodations must be made for abstinent alcoholics and addicts who qualify as persons with disabilities and are protected under federal law. The only way we could deny it would be if there were clustering of these residences.

A motion was made to approve **Application CUV 19-10-07** with staff recommendations as follows 1) applicant will be required to submit a business license application for City staff's review and approval, 2) within six (6) months from the date of the conditional use variance approval the applicant will be required to obtain a Georgia Association of Recovery Residences (GARR) certification for the community residence to be located at 109 Broad Street, 3) applicant will be required to coordinate with the City of Statesboro Fire Department to ensure life safety standards meet current code requirements, 4) applicant must not exceed reasonable standards for parking and avoid excessive parking at the location and 5) applicant may not install signage at the location.

RESULT:	Approved 4-1 Councilmember John Riggs Against
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	

8. Consideration of a motion to approve Occupational Tax Certificate for a Massage Parlor and a Massagist Permit

**A) Karla Schwartz Medical Massage Practitioner
6 North Mulberry Street**

A motion was made to approve the Occupational Tax Certificate for a Massage Parlor and a Massagist Permit for Karla Schwartz Medical Massage Practitioner located at 6 North Mulberry Street.

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

9. Consideration of a Motion to Approve Resolution 2020-08: A Resolution authorizing the closing of the bank account for the Water & Sewer Construction Fund 2010.

A motion was made to approve **Resolution 2020-08**: the closing of the bank account for the Water & Sewer Construction Fund 2010.

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

10. Consideration of a Motion to approve Resolution 2020-09: A Resolution authorizing the closing of the bank account for the Water & Sewer Revenue Bond Sinking Fund.

A motion was made to approve **Resolution 2020-09**: the closing of the Bank account for the Water & Sewer Revenue Bond Sinking Fund,

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

11. Discussion of Implementing a Blight Tax under Georgia’s Community Development Tax Incentive Program.

City Manager Charles Penny stated on December 17th 2019 Council passed the Community Development Tax and by the Mayors authority reduced the multiplier. Council would need to either override the Mayors reduction or ratify and leave the current rate in place.

Councilmember Phil Boyum stated there is a community demand from the real estate, development and other organizations throughout the community for this blight tax, which is why it was brought up in the first place. I realize we have new council and they need to be brought up to speed in order to make a decision. We need to encourage the community who have interest in the blight tax to reach out to their councilmembers and then to have a work session with the community to get their feedback. If we could take on action the blight tax is on the books, then we could make an adjustment based on the feedback we receive.

Mayor McCollar asked if ratification and no action results in the same thing.

City attorney Cain Smith stated there was not an action taken to override it we continue with the adjusted multiplier.

No action was taken on the Blight Tax under Georgia’s Community Development Tax Incentive Program.

A motion was made to put the Blight Tax on the agenda for the second meeting in May.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum

SECONDER:	Councilmember Paultette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

12. Other Business from City Council: None

13. City Managers Comments

City Manager Charles Penny stated there is a press release for the Fire Department they will be doing neighborhood smoke alarm blitz this weekend in the Whitesville Neighborhood. They will be going around visiting and installing smoke alarms in their homes. The Statesboro Fire Department did one in November of 2019 and would like to start doing these on a quarterly basis.

14. Public Comments (General)

Mayor Jonathan McCollar stated there will be a Town Hall meeting at Pittman Park on Saturday February 22, 2020, 11:00 am.

15. 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)

There was no Executive Session.

16. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 6:51 pm

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 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: Jason Boyles, Assistant City Manager
John Washington, Public Works & Engineering Director

From: Robert Seamans, Streets and Parks Superintendent

Date: 02/20/2020

RE: Asset Surplus and Disposition

Policy Issue: Purchasing Policy Section: Vehicle and Equipment Surplus and Disposition

Recommendation:

Staff recommends council approval of surplus and disposition of vehicles and equipment in the Public Works & Engineering Department and Fire Department.

Background:

The items below have exceeded their useful life and need to be declared surplus and approved for disposition:

Vehicle	Vin#
1998 Ford Crown Victoria	2FAFP71W4WX174171
2000 Ford Crown Victoria	2FAFP71W1YX208926
2001 Dodge Ram 1500	1B7HC16Y515179025
2003 Chevy Impala	2G1WF55K739307507
2004 Ford F150	2FTRF17W84CA76893
2005 Ford Crown Victoria	2FAFP71W65X120630

Sanitation Knuckle Boom Loader and Dump Body
2004 Pac-Mac KB series TB 1925
Serial Number TB 1925-2004 10-0125

Streets Division mowers information:
2014 Exmark LZS 60 inch rear discharge mower
Serial Number 314624255

2016 Exmark LZE 52 inch side discharge mower
Serial Number 316625877

Budget Impact:

Reduction in Maintenance Costs

Council Person and District:

N/A (citywide)

Attachments:

List of Surplus Vehicles and Equipment

Surplus Vehicles and Equipment

Vehicle	Vin#
1998 Ford Crown Victoria	2FAFP71W4WX174171
2000 Ford Crown Victoria	2FAFP71W1YX208926
2001 Dodge Ram 1500	1B7HC16Y515179025
2003 Chevy Impala	2G1WF55K739307507
2004 Ford F150	2FTRF17W84CA76893
2005 Ford Crown Victoria	2FAFP71W65X120630

Sanitation Knuckle Boom Loader and Dump Body

2004 Pac-Mac KB series TB 1925

Serial Number TB 1925-2004 10-0125

Streets Division mowers information:

2014 Exmark LZS 60 inch rear discharge mower

Serial Number 314624255

681 hrs.

2016 Exmark LZE 52 inch side discharge mower

Serial Number 316625877

634 hrs.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: February 26, 2020

RE: March 3, 2020 City Council Agenda Items

Policy Issue: Consideration of Resolution pledging 8.33% of Hotel Motel Tax proceeds to Statesboro Convention and Visitors Bureau

Recommendation: Approval

Background: Upon expiration of City funding commitments regarding the shooting complex, money previously allocated to such commitments must be used for Tourism, Conventions, and Trade Shows. SCVB already receives HMT proceeds for this purpose.

Budget Impact: None

Council Person and District: All

Attachments: Proposed resolution and illustrative representation of state law requirements for use of HMT proceeds.

Resolution Regarding Payment of Restricted Hotel Motel Tax Proceeds to the Statesboro Convention and Visitors Bureau

RESOLUTION NO. 2020-10

A RESOLUTION PLEDGING PAYMENT OF RESTRICTED HOTEL MOTEL TAX PROCEEDS TO SCVB

WHEREAS the City of Statesboro collects hotel motel taxes (“HMT”) at six percent;

WHEREAS OCGA §48-13-51(b) (the “Section”) dictates certain uses for HMT proceeds by local governments utilizing six percent HMT regimes;

WHEREAS Section mandates that 8.33% of HMT must be used for Tourism Product Development and that this 8.33% must be used for Tourism, Convention, and Trade Shows (“TCT”) in the absence of an identified Tourism Product Development project;

WHEREAS City does not currently have a designated project to receive Tourism Product Development funds;

WHEREAS, Statesboro Convention and Visitors Bureau (“SCVB”) currently receives restricted HMT funds for TCT purposes; and

WHEREAS, City of Statesboro desires to remit this 8.33% of HMT funds to SCVB to conduct TCT promotion in the City of Statesboro until a new Tourism Product Development is designated by Mayor and Council.

BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia while in regular session on March 3, 2020 as follows:

Unless and until Mayor and Council so designate a project for Tourism Product Development HMT funding, SCVB shall receive an additional 8.33% of HMT proceeds for TCT purposes in compliance with the Section..

City of Statesboro, Georgia

Jonathan J McCollar, Mayor

Attest:

Leah Harden, City Clerk

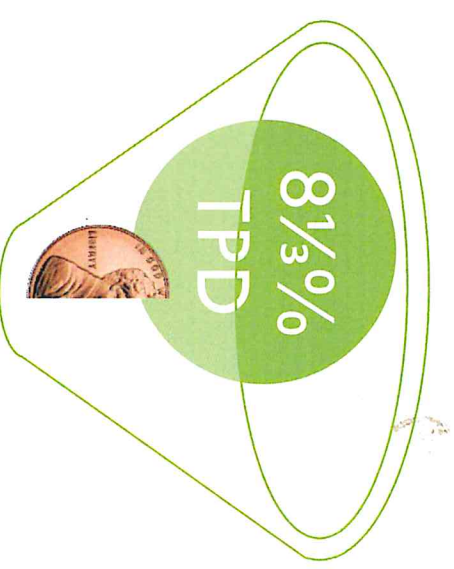
O.C.G.A. § 48-13-51(b) – 6%



Proceeds can be used for any legal general fund purpose in the city, county, or consolidated government



At least 41.5% of HMT revenue must be used for TCT



Up to 8.5% of HMT may be used for TPD, otherwise used for TCT

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: February 21, 2020

RE: March 3, 2020 City Council Agenda Items

Policy Issue: *Remedying codification error in Chapter 2 of City Code of Ordinances for Keep Statesboro Bulloch Beautiful*

Recommendation: City adopt amended ordinance codification

Background: Mayor and Council approved Ordinance establishing the Keep Statesboro Bulloch Beautiful on October 18, 2016. Original codification is in conflict with subsequently adopted ordinance relating to other commissions.

Budget Impact: None

Council Person and District: All

Attachments: Proposed Ordinance Revisions and codification

Ordinance #2020-01

An Ordinance Amending Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Statesboro Code of Ordinances

WHEREAS, the City has previously adopted an ordinances creating certain Authorities, Boards and Commissions; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend certain sections of Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia to add ~~Division 6~~ Division 9 to create a Keep Statesboro-Bulloch Beautiful Advisory Board.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

SECTION 1:

Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended to add a ~~Division 6~~ Division 9 and shall read as follows:

~~DIVISION 5~~.DIVISION 9: KEEP STATESBORO-BULLOCH BEAUTIFUL ADSIORY BOARD

Sec. 2-121. Establishment; appointment; terms; compensation; removal.

Sec. 2-122. Chairman; rules of procedure and bylaws; meetings.

Sec. 2-123. Scope of Authority.

Secs. 2-124-2-140 Reserved.

Sec. 2-121. - Establishment; appointment; terms; compensation; removal.

There is hereby created a board to be known as the Keep Statesboro-Bulloch Beautiful Advisory Board. The Keep Statesboro-Bulloch Beautiful Advisory Board shall consist of six (6) members who shall be residents of Bulloch County. The Mayor and each City Councilmember shall each have authority to appoint one member to the Keep Statesboro-Bulloch Beautiful Advisory Board. The term of office of each appointed member of the Keep Statesboro-Bulloch Beautiful Advisory Board shall be two years, and the term shall begin on July 1st and end at the stroke of midnight on June 30th. The initial term for initial members of the Keep Statesboro-Bulloch Beautiful Advisory Board shall end on June 30, 2018. The initial members of the Keep Statesboro-Bulloch Beautiful Advisory Board shall be appointed at the time this chapter takes effect shall hold office for the balance of their terms then remaining, and their successors shall be appointed by the Mayor and each City Councilmember for a term of two years. Vacancies on the Keep Statesboro-Bulloch Beautiful Advisory Board occurring other than by expiration of term shall be filled by an interim appointment for the unexpired term by the Mayor or Councilmember

who appointed the member who vacated the seat. The Mayor and City Council shall have the authority to remove any member of the Keep Statesboro-Bulloch Beautiful Advisory Board appointed by it by a majority vote for cause, on written charges, after a public hearing. All members shall serve without compensation.

Sec. 2-122. - Chairman; rules of procedure and bylaws; meetings; records.

- a. The Keep Statesboro-Bulloch Beautiful Advisory Board shall elect a chairman from among its members who shall serve for a term of one year and who shall be eligible for re-election as chairman.
- b. The Keep Statesboro-Bulloch Beautiful Advisory Board shall make its own bylaws and rules of procedure and shall determine its time and place of meetings.
- c. The transactions of the Keep Statesboro-Bulloch Beautiful Advisory Board are governed by the Georgia Open Meetings Act O.C.G.A. §§ 50-14-1 et. seq., and it shall be the joint and several responsibility of the members to comply with the Georgia Open Meetings Act.

Sec. 2-123. - Scope of Authority.

The Keep Statesboro-Bulloch Beautiful Advisory Board shall have the authority to prepare studies and reports for the purpose of informing the governing body, city officials, and city staff on policy matters related to implementing the goals of the Keep Georgia Beautiful Foundation within the corporate limits of the City of Statesboro. The Keep Statesboro-Bulloch Beautiful Advisory Board shall also work to facilitate awareness and support of the goals of the Keep Georgia Beautiful Foundation within the corporate limits of the City of Statesboro.

Secs. 2-124-2-140 Reserved.

SECTION 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3: This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED this 3rd day of March 2020 in Statesboro, Georgia

Jonathan McCollar, Mayor of

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: February 25, 2020

RE: March 3, 2020 City Council Agenda Items

Policy Issue: Consideration of Development Agreement with West District Development, LLC, to use \$188,365 in TAD funds for installation of private infrastructure within the development commonly known as the West District within the South Main Tax Allocation District

Recommendation: Approval

Background: On January 30, 2020, the TAD Advisory Committee recommended that \$188,345 in TAD funding be approved by Mayor and Council as redevelopment agency for the South Main TAD.

Budget Impact: None

Council Person and District: Paulette Chavers, District 2

Attachments: Proposed Development Agreement and Application for TAD funding submitted by West District Development

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

West District Development, LLC

For South Main TAD District

Private Improvements

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the ___ day of March, 2020, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the “**City**”), and West District Development LLC, a limited liability company as developer, (the “**Developer**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

ARTICLE 1 RECITALS

WHEREAS, City is duly authorized to exercise the redevelopment powers granted to local governments in the State of Georgia pursuant to the Redevelopment Powers Law and in accordance with House Bill 795 enacted by the General Assembly in 2014 and approved in a referendum on November 4, 2014; and

WHEREAS, by a Resolution duly adopted in December, 2014 (the “**TAD Resolution**”), following a public hearing as required by law, the Mayor and Council City approved the South Main Area Redevelopment Plan and created the South Main Tax Allocation District (the “**TAD**”) effective December 31, 2014; and

WHEREAS, pursuant to a resolution adopted on October 25, 2017 the Bulloch County Board of Commissioners (“**County**”) gave the consent required under O.C.G.A. Sec. 36-44-8(1); and

WHEREAS, the Redevelopment Powers Law provides that City may enter into public-private partnerships to accomplish the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the TAD Resolution expressed the intent of City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the TAD; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, development of “**Private Infrastructure**”; and

WHEREAS, Developer applied for \$188,365.80 in TAD assistance for installation of Private Infrastructure at 40 W. Cherry Street with such application being approved by the TAD Advisory Committee as required;

WHEREAS, Developer is the owner of certain real property located within the TAD; and

WHEREAS, Developer seeks to undertake the installation of Private Infrastructure; and

WHEREAS, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, City has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, the Tax

Allocation Increment collected in the TAD will be used to reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the Private Infrastructure; and

WHEREAS, Developer agrees, pursuant to the terms of this Agreement, to undertake this critical revitalization in City and to develop the Private Infrastructure consistent with the Redevelopment Plan, which revitalization would not be economically feasible without the reimbursements being provided through the TAD as contemplated herein; and

AGREEMENT

NOW THEREFORE, City and Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE 2 GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with the following meanings:

“Act of Bankruptcy” means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Administrative Fee” means an annual administrative fee payable to City from the Special Fund as provided in Section 3.3, to reimburse City for actual and/or imputed administrative costs, including reasonable charges for the time spent by public employees or agents of City in connection with the management and accounting of the Special Fund, in the amount of 1% of Positive Tax Increment per year until all TAD bonds or other alternative financing instruments have been paid off and closed.. Such Administrative Fee shall not reduce or otherwise diminish the total Reimbursement Costs payable to Developer.

“Advances” means advances by Developer or any other Person or entity to pay any costs that constitute Reimbursement Costs for which Developer may be entitled to reimbursement pursuant to Section 6.2.

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b), and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession,

directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“City” means Statesboro, Georgia, a municipal corporation in the State of Georgia.

“City Manager” shall mean the appointed or interim Statesboro City Manager of any person that City Manager has indicated in writing to Developer to be his/ her designee for the purposes of this Agreement.

“Developer” means West District Development, LLC, a limited liability company, developer of the Private Infrastructure.

“Development Team” means Developer and its development partners.

“Disbursements” means the funds deposited into the Special Fund available to Developer for reimbursement of Advances.

“Effective Date” means March ___, 2020, the effective date of this Agreement.

“Environmental Laws” means, including but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. Sec.6901 *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. Sec. 7401 *et seq.*, as amended, the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 *et seq.*, as amended, and any other applicable federal law relating to health, safety or the environment.

“Force Majeure” means any event or circumstance which is (a) beyond the reasonable control of the Person whose performance is required by this Agreement and (b) caused by fire, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, acts of God, unusual and unanticipated delays in transportation, unusual and unanticipated delays in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe weather conditions, or delays caused by City in excess of 30 days. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delay to the Private Infrastructure.

“General Contractor” means an experienced, licensed, bondable and reputable general contractor selected by Developer.

“Hazardous Substances” means any hazardous or toxic substance or waste as defined by any applicable Environmental Laws, together with (if not so defined by any such Environmental Laws) petroleum, petroleum products, oil, PCBs, asbestos, and radon.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license,

authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Person” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, a public body, or any other entity.

“Plans” means the Site Plan and the construction plans for the Private Infrastructure as the same may be modified from time to time, including any Material Modifications.

“Project Approvals” means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the Private Infrastructure, or otherwise necessary or desirable for the ownership, acquisition, construction, equipping, use or operation thereof, whether obtained from a governmental authority or any other person.

“Private Infrastructure” means those improvements identified and more fully described in Developer’s application for TAD financing, namely The Yard community event greenspace, relocation of utilities, pedestrian path and thoroughfare, historical identifiers, and engagement pieces for children.

“Redevelopment Costs” has the meaning given that term by O.C.G.A. Sec. 36-44-3(8) and as used in this Agreement, means Redevelopment Costs of the TAD and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement and provided for in the Redevelopment Plan.

“Redevelopment Plan” means the Redevelopment Plan for the TAD approved by City pursuant to the TAD Resolution, following a public hearing as required by law, as may be amended from time to time.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. Sec. 36-44-1, *et seq.*, as may be amended from time to time.

“Reimbursement Costs” means the redevelopment costs authorized to be paid or reimbursed by the Redevelopment Plan.

“Site” means the real property on which the Private Infrastructure will be located within the TAD, as more specifically identified as 91 South College Street and commonly known as the West District.

“Special Fund” means the bank account established by City for the depositing of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD” means that South Main Tax Allocation District created by City effective December 31, 2014, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

“TAD Resolution” has the meaning provided in the recitals above.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real and personal property within the TAD attributable to the ad valorem millage rate levied annually by City and County.

Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Developer. Developer hereby represents and warrants to City that:

- (a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia as a domestic limited liability company. Developer’s officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors’ right generally and to general principles of equity.
- (c) Organizational Documents. Developer’s organizational documents are in full force and effect as of the Effective Date, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.
- (d) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.
- (e) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or

(iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

(f) No Undisclosed Liabilities. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(g) Principal Office. The address of Developer's principal place of business is PO Box 2116, Statesboro Ga, 30458.

(h) Licenses and Permits. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Private Infrastructure

(i) Project Location. The Private Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels owned by Developer as such parcels are identified by the Board of Tax Assessors for Bulloch County, Georgia.

(j) Utilities. All utility services necessary and sufficient for the construction and operation of the Private Infrastructure will be obtained when needed and will at all appropriate times be available through dedicated public rights of way or through perpetual private easements. Developer shall be responsible for all utilities installation.

(k) Liens. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Private Infrastructure on the Effective Date. Developer shall provide a signed notarized affidavit/form certifying there are no outstanding liens on Project to the City.

(l) Title. As of the Effective Date, Developer holds fee simple title to the Site.

(m) Tax Allocation Increment. Developer acknowledges that City has made no representation as to the amount of Tax Allocation Increment to be generated by the TAD and that Developer has had the opportunity to investigate and make its own conclusions as to the amount of Tax Allocation Increment to be generated by the TAD.

Section 3.2 Representations and Warranties of City. City hereby represents and warrants to Developer that:

(a) Organization and Authority. City is a municipal corporation duly created and existing under the laws of the State. City has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of City, and no further approvals or filings of any kind,

including any approval of or filing with any governmental authority, are required by or on behalf of City as a condition to the valid execution, delivery, and performance by City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption. No amendment of or supplement to the TAD Resolution is contemplated by City.

(e) Redevelopment Agent. City has been duly designated as Redevelopment Agent for the TAD as contemplated by the Redevelopment Powers Law.

(f) Recitals. The Recitals in Article I of this Agreement relating to actions taken by public bodies are true and correct.

(g) Redevelopment Plan and TAD. The Redevelopment Plan and the TAD have been duly adopted and created by City

ARTICLE 4 DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the Private Infrastructure

(a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Private Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the TAD financing application and the descriptions thereof set forth therein, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Private Infrastructure as contemplated on the Effective Date may occur. Developer will construct, or cause the construction of, the Private Infrastructure in accordance with all applicable Legal Requirements.

(b) Upon completion of the construction of the Private Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Private Infrastructure, a certification that it has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

Section 4.2 Approvals Required for the Project. Developer will obtain or cause to be obtained all necessary Project Approvals for the Private Infrastructure and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Private

Infrastructure. Developer may, however, contest any such Legal Requirement or Project Approval by an appropriate proceeding diligently prosecuted. City agrees to process zoning and permit applications in a prompt and timely manner in accordance with its normal rules and procedures.

ARTICLE 5 DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Litigation. Developer will notify City in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the Private Infrastructure in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Developer will notify City in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition of Developer or in the financial condition or operation of the Private Infrastructure.

Section 5.2 Maintenance of the Project. Developer agrees that, for as long it has a real property interest in the Private Infrastructure, it will at its own expense (i) keep the Private Infrastructure, or cause it to be kept, in as reasonably safe condition in accordance with applicable Legal Requirements as its operations permit, and (ii) keep the Private Infrastructure in good repair and in good operating condition. .

Section 5.3 Liens and Other Charges. Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Private Infrastructure unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the Private Infrastructure.

Section 5.4 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws related to the Private Infrastructure, (b) all material agreements and instruments related to or regarding the Private Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Private Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Private Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Private Infrastructure.

Section 5.5 Taxes. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Private Infrastructure or arising in respect of the use or possession thereof, and will provide to City, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

Section 5.6 Insurance. To the extent of its interest therein, Developer, or its Affiliates, will keep the Private Infrastructure continuously insured consistent with its normal operating policies and subject to its customary deductibles and limitations, but Developer may at any time elect to be self-insured. Any such insurance maybe provided through blanket insurance policies

covering one or more facilities owned or operated by Developer and through any combination of underlying and umbrella policies as Developer may select.

Section 5.7 Further Assurances and Corrective Instruments. City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of City and Developer hereunder and the ability of Developer to construct the Private Infrastructure are not impaired thereby.

Section 5.8 Performance by Developer. Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates.

ARTICLE 6 DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES

Section 6.1 Advances.

- (a) Developer shall may make or cause to be made Advances sufficient to fully install and construct all Private Infrastructure.
- (b) Developer may submit a Requisition to City for its review and approval for reimbursement for any such Advances in accordance with Section 6.2.

Section 6.2 Disbursement. Subject to substantial compliance by Developer with all of the material terms and conditions of this Agreement, the funds deposited into the Special Fund will be available for disbursement to Developer for reimbursement of Advances at such times and in such amounts as determined ("Disbursement") in accordance with the following procedures:

- (a) Developer may submit Requisitions to City upon paid Advances toward construction and installation of the Private Infrastructure.
- (b) The construction for which Reimbursement Costs are included in the Requisition must be reviewed and approved by City or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with this Agreement.
- (c) In no event shall Disbursements to Developer exceed a sum total of \$188,365.

Section 6.3 Limited Liability.

- (a) The payment of all Disbursements required by be paid by City under this Agreement shall be special or limited obligations of City payable only from the Special Fund. City will have no liability to honor any Requisition except from amounts on deposit in the Special Fund.

(b) To the extent permitted by State law, no director, officer, employee or agent of City will be personally responsible for any liability arising under or growing out of the Agreement.

(c) City shall not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.

Section 6.4 Special Fund. City will deposit the Tax Allocation Increment into the Special Fund as property tax payments are received. Any funds obtained from TAD bonds or other financing arrangements entered into by City shall also be deposited into the Special Fund

ARTICLE 7 INDEMNIFICATION

Section 7.1 Indemnification. Developer will defend, indemnify, and hold City and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the Private Infrastructure and, to the extent caused by construction of other elements of the Private Infrastructure pursuant to a construction contract directly between the contractor and the Developer, sustained in connection with the construction of such elements. Notwithstanding anything to the contrary in this Article, (1) Developer’s indemnification obligation under this Article is limited to the policy limits available under the insurance policies required under Section 5.6; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (3) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other Indemnified Person or Persons.

Section 7.2 Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. If an Indemnified Person does not provide this notice within the ten-business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 Defense. Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. In such case, Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that materially and adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person’s full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 Survival. The provisions of Article VII will remain in effect until the expiration of one (1) years after completion of the Private Infrastructure

ARTICLE 8 DEFAULT

Section 8.1 Default by Developer.

- (a) The following will constitute a “Default” by Developer:
- (i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;
 - (ii) The declaration of an “event of default” by any lender under any Loan Documents, if any, with respect to Project Financing or a breach of Section 5.2;
 - (iii) An Act of Bankruptcy of Developer;
 - (iv) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to City and related to the transactions contemplated by this Agreement is false, inaccurate or fraudulent in any material respect as of the date such representation or warranty is made; and
 - (v) Any material report, certificate or other document or instrument furnished to City by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to City on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to City.

Section 8.2 Remedies. If a Default by Developer occurs and is continuing 60 days after receipt of written notice to Developer from City specifying the existence of such Default (or within a reasonable time thereafter if such Default cannot reasonably be cured within such 60-day period and Developer begins to diligently pursue the cure of such Default within such 60-day period), the Default will become an “Event of Default,” and City will be entitled to elect any or all of the following remedies: (i) terminate this Agreement and discontinue further funding hereunder, (ii)

seek any remedy at law or in equity that may be available as a consequence of Developer's default; (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default by Developer, if City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to City, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by City, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by City. The following will constitute a "Default" by City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 60 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 60-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies Against City. Upon the occurrence and continuance of a Default by City hereunder, Developer may seek any remedies available at law or in equity and may assert a claim for attorney's fees, reasonable expenses and actual costs.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Term of Agreement; Survival. This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs have been fully reimbursed to Developer from the Special Fund

Section 9.2 Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to Developer:

Josh Whitfield
PO Box 2116
Statesboro, Ga 30459

If to City:

Statesboro City Manager

50 E Main St

Statesboro Georgia 30458

With a copy to: City Attorney at same address

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, and any communication so delivered in person will be deemed to be given when received for by, or actually received by the party identified above.

Section 9.3 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.4 Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.5 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue for any legal action resulting from this Agreement shall be in the court of appropriate jurisdiction in Bulloch County.

Section 9.6 Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.7 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.8 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

Attested by Leah Harden, City Clerk

West District Development, LLC

Josh Whitfield, Managing Member



**CITY OF STATESBORO
APPLICATION FOR TAD FINANCING**

<u>FOR STAFF USE ONLY:</u>		
Date Application Filed: _____	Tad Meeting: _____	City Council Meeting: _____
Application Fee: Cash _____	Check No. _____	Receipt No _____
Application Taken By: _____		

Part I: APPLICANT INFORMATION

A. PROJECT NAME & TAD FUNDING AMOUNT REQUESTED:

Project Name: West District
TAD District: Downtown
Amount Requested: \$185,000

B. DEVELOPER CONTACT INFORMATION:

Name: West District Development, LLC
Address: PO Box 2116
City/State/Zip: Statesboro, GA 30459
Phone: (912) 678-2621
Fax: (912) 489-5562
Email: josh@whitfieldsigns.com
Contact Name & Title: Josh Whitfield, Managing Member
Ownership Interest: 100%

C. PROPERTY OWNER CONTACT INFORMATION:

Name: West District Development, LLC
Address: PO Box 2116
City/State/Zip: Statesboro, GA 30459
Phone: (912) 678-2621
Fax: (912) 489-5562
Email: josh@whitfieldsigns.com

D. LEGAL FORM OR OWNERSHIP (i.e. Individual, Corporation, Partnership, LLC, etc.) LLC

**In a separate attachment, provide the names, addresses, phone numbers and e-mail addresses for all major partners, JV or limited partners, or other project participants. Also indicate the ownership interest of each development participant listed under this item.*

See Attached

PART II: DEVELOPMENT PROFESSIONAL TEAM

A. PROJECT ARCHITECT:

Company Name: DPR Architecture
Primary Contact Name: John Rule
Address: 12 East Grady St. #A, Statesboro, GA 30458
Phone: (912) 764-6288
Email: john@dprarch.com

B. CIVIL/TRAFFIC ENGINEER:

Company Name: Maxwell-Reddick and Associates
Primary Contact Name: David Hendrix
Address: 40 Joe Kennedy Blvd., Statesboro, GA 30458
Phone: (912) 489-7112
Email: dhendrix@maxred.com

C. CONTRACTOR:

Company Name: BAK Builders, LLC
Primary Contact Name: Brian Kent
Address: 450 Mathews Rd., Statesboro, GA 30458
Phone: (912) 682-5207
Email: bkent@bakbuilders.com

D. PROPERTY MANAGER (IF APPLICABLE):

Company Name: N/A
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

E. DEVELOPER'S ATTORNEY:

Company Name: Taulbee, Rushing, Snipes, Marsh & Hodgins, LLC
Primary Contact Name: Chris Gohagan
Address: 12 Siebald St., Statesboro, GA 30458
Phone: (912) 764-9055
Email: cgoagan@statesborolawgroup.com

F. OTHER:

Company Name: N/A
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

2) Rental Housing Unit Mix:

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom	See items #1	above.		
2 Bedroom	Sale or rental	will be determined		
3 Bedroom	by individual	purchasers and		
4+Bedroom	Independent	property owners as		
TOTAL	parcels are sold			

D. DESCRIBE PLANNED UNIT FEATURES, FINISHES & AMENITIES (PROVIDE VISUALS IF AVAILABLE):

All finishes are designed to compliment the historical architecture of the downtown area from the brick to decorative elements. The entire project honors the history of the site and the community with historical display to naming and signage. The development is designed to be in interactive community with outdoor space for events including food trucks, seasonal events, movies on the green and much more. We are building more than a place to work or live but rather building an opportunity to experience the downtown culture in every way.

E. DESCRIBE PLANNED PROJECT AMENITIES (RECREATIONAL, AMENITIES, OPEN SPACE, ETC.):

The main recreational amenities will be The Yard. This is an outdoor space framed by the Water Tower and a 7,000 proposed event space. This area will host the community events such as food truck Fridays, Movies on the green and many seasonal events. The goal is to provide foot traffic and support for the businesses here and downtown by building desire and habit of coming downtown. The area will have a built in green stage, landscaping and architectural features. Historical markers and kids museum pieces will also be placed throughout the development to engage every age.

F. NONRESIDENTIAL DETAIL (IF APPLICABLE):

	# Units	Size Range (SF)	Average (SF)	Avg. Sales (\$/sf)	Avg. Lease (\$/SF)
Office	7	2,000-5,000	2,615	To be determined	by individual
Retail	4	2,400-4,800	3,075	purchasers and	independent
Other	10	2,500-7,200	4,200	property owners	as parcels
TOTAL	21			are sold	

G. ESTIMATED PROJECT COMPLETION (END) VALUE: (Estimate the total sell out value of the project.

Include a value estimate for any building retained by the Developer) 15,000,000

H. DESCRIBE THE PROPOSED USES OF TAD FUNDS & ITEMIZE THE DISTRIBUTION OF THOSE COSTS:

TAD funds will be used for The Yard community green space, the placement of overhead utilities to underground, historical markers, interactive kids features, and pedestrian walkways and thorough fare to allow surrounding residents a path through the development and safe access to downtown.

I. SUPPORTING DOCUMENTS TO BE SUBMITTED:

- 1) Existing Conditions of Photos
- 2) Location & Project Boundary Maps
- 3) Conceptual Site Plan (if unavailable, provide an estimated delivery date for a site plan)
- 4) Project Architectural Rendering or Conceptual Elevation Drawings (if available)

See Attached

PART IV: PROJECT ECONOMICS

A. FINANCING SOURCES

	Applicable? (Y/N)	Financing Amount	% of Total Cost
Conventional Debt	Y	2,711,005	- 71%
Government Loans (Describe)	N	—	—
State/Federal Grants (List Sources)	N	—	—
Tax Credits	N	—	—
Other Debt	N	—	—
Contributed Equity	Y	903,669	24%
Others Sources	N	—	—
TAD Funding Request	Y	185,000	5%
TOTAL		3,799,674	100%

B. EQUITY – Describe the amount and source(s) of developer’s equity to be supplied to the development.

The total equity for the project will be \$903,669 by private funds of the partners.

C. ESTIMATED FINANCING TERMS – Estimate interest rates/costs of debt financing to be used.

Interest rates will vary from current prime rate to prime plus 0.5% throughout the project.
The total cost of interest will be determined by the sale of parcels and the pay down of the loan as these parcels are sold.

D. DISCOUNTED CASH FLOW ANALYSIS - Submit a DCFA reflecting the period from start-up through construction, stabilization and total sell out. If a portion of the property is to be retained by the Applicant, provide an estimate of the residual value of the retained property.

E. CONSTRUCTION COST ESTIMATES: Include in the development pro forma a detailed estimate of all construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.

The total cost estimates for the project are projected to be \$3,799,674 to be completed in phases. These costs include land, hard costs, and soft costs throughout the life of the project until completion. Hard costs include site development, landscaping, signage, and site utilities. Soft costs will include variance and rezone fees, design fees, marketing costs, surveying, insurance, professional fees and interest. The TAD funds will be used on four items specifically that will add much value and interaction with the community. These costs are itemized on the attached "TAD cost estimates" spreadsheet.

- F. **INCOME PROJECTIONS FROM SALES AND LEASING ACTIVITY:** Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the Applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation and related assumptions.

The income projections will vary depending on the projects we decide to move forward with as the project grows. Currently, we plan to sell all parcels, but as interest grows we may decide to retain some spaces to provide a lease product. Our entire offer includes 8 to 9 build ready pad sites with 6-8 available spaces inside the warehouse building with a projected income of \$4,371,900. As the project progresses some changes may be made to accommodate market demands.

- G. **MARKET EVIDENCE:** Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.

Market research was conducted in The Market District, neighboring communities, and similar developments. We used demographics, construction cost, and current market supply. There is little market evidence to use here as this type of project is new to this area.

- H. **RETURN ON INVESTMENT (ROI):** Calculate projected returns on equity to be provided by the developer, with and without the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities.

10% ROI is completed in 3 years

7% In 5 years

PART V: SITE CONTROL, ZONING & SCHEDULE

- A. Provide evidence of site control in the form of copies of deed(s), contracts for purchase, land lease agreement, etc.
- B. Indicate the requested zoning designation(s) for the project site.
- C. Indicate whether the site is currently zoned for its intended use(s). If no, describe the timeline for obtaining zoning approvals.
- D. Indicate whether all required site plan approvals and/or variances have been obtained. If no, describe the timeline for obtaining zoning approvals.
- E. Provide a copy of findings from the Phase I Environmental Report. If a Phase I Environmental Report has not been prepared, provide a timeline for submitting the report.
- F. Include a projected construction schedule that describes the time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting and construction. The construction schedule should identify target dates for the following major milestones:
- 1) Obtain Financing Commitments
 - 2) Detailed (Final) Site Plan Approval
 - 3) Real Estate Closing Date (if applicable)

- 4) Construction Start Date
- 5) Estimated Completion Date
- 6) Target date for first units sold or leased

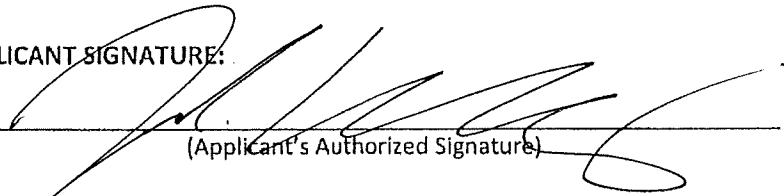
See attached

PART VI: CERTIFICATIONS

The undersigned Applicant hereby certifies to the best of his/her knowledge and belief, that the information in this application is true, correct and complete. The undersigned further represents that he/she has the authority to bind the Applicant and all Individuals and entities herein to this warranty of truthfulness and completeness of the application.

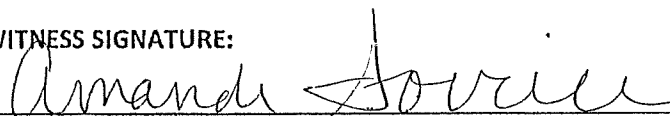
The Applicant further acknowledges having read all applicable sections of The City Policies and Procedures governing the disposition of requests for TAD financing assistance. The Applicant understands and agrees to abide by all provisions of applicable Georgia statutes, as well as all program policies, rules and guidelines established by the City and the City.

The Applicant acknowledges that a favorable vote by the TAD Advisory Committee and the City Council to support this application, does not constitute a commitment to finance the proposed project, but only an agreement to seek third party investors to purchase tax allocation bonds or offer comparable financing to the City, based upon anticipated future real property tax increment to be generated by the project. The Applicant will be responsible for satisfying underwriting criteria that may be imposed by these financing sources.

APPLICANT SIGNATURE:  DATE: 11/5/2019

(Applicant's Authorized Signature)
Josh Whitfield TITLE: Member/Manager

(Typed or Printed Name)

WITNESS SIGNATURE:  DATE: 11/5/2019

(Witness Signature)
Amanda Sorrier

(Typed or Printed Name)

Application WITHDRAWAL Notification: I (We) hereby withdraw the above application.

SIGNED _____ DATE: _____

ATTACHMENTS

Part I, Item D

West District Development, LLC

Major Partners

Delan Gaines
929 Monarch Circle
Statesboro, GA 30458
(912) 618-5074
delangaines@gmail.com

Brian Kent
PO Box 2116
Statesboro, GA 30459
(912) 682-5207
bkent@bakbuilders.com

Josh Whitfield
2410 Old Riggs Mill Rd
Statesboro, GA 30458
(912) 687-2621
josh@whitfieldsigns.com

Part V

West District Development, LLC

- A. Currently, West District Development, LLC owns all three parcels that currently make up the "West" property, the old Cherry St. corridor, and the old "Wearhouse" property.
- B. The current zoning for the development is "CBD" with the old "Wearhouse" building remaining "LI". See attached Zoning Exhibit for entire site.
- C. The property has been rezoned and approved by the City of Statesboro for its intended use.
- D. All required site plan approvals and variances have been approved and granted by the City of Statesboro
- E. See Phase I environmental report attached.
- F. Project Schedule:
 - 1) Financing commitments are obtained
 - 2) All site plans are approved by the City of Statesboro
 - 3) All property has been purchased for the development
 - 4) Construction started on Phase I in June of 2018.
 - 5) The estimated completion date for phase I is January 2020. The start date and completion date for phase 2 depends on TAD funding with an estimated construction time of 12 months
 - 6) Currently, pad sites are being sold.

**Application for TAD Funding
West District Development
TAD Cost Estimates**

10/9/2019

Item Number	Description	Item Cost	Total Cost
1	The Yard community event greenspace		88,806.00
a	Grading	5,200.00	
b	Landscaping, irrigation, and hardscapes	65,106.00	
c	Signage and visual features	18,500.00	
2	Underground Utilities		63,512.00
a	Telecom by Frontier	63,512.00	
b	Georgia Power-zero cost based on revenue projections from Development	-	
3	Pedestrian path and thoroughfare		28,047.80
a	Concrete walks, features, handicap ramps, and crosswalks	28,047.80	
4	Historical Identifiers and Children's Outdoor Engagement Pieces	8,000.00	8,000.00
	TOTAL		\$ 188,365.80



Mill Creek Construction Company
347 Woodrum Road
Statesboro, Ga 30461

September 9, 2019

Project: West District
Statesboro, Ga

RE: Grading Green Space - West District

Please review details of proposal for the above project. If you have any questions, please do not hesitate to contact us.

Item	Quantity	Amount
Grade area adjacent to West Building to create Green Space	1275 CY	\$5,200.00
Total		\$5,200.00

Sincerely,

Matthew Woodrum

Mill Creek Construction
912.682.0975
matthew @mcconstruction.co



Statesboro Southern Scapes, Inc.
 227A South Zetterower Ave.
 STATESBORO, GA 30458
 (912) 531-0031
 brian@statesborosouthernscapes.com
 http://www.statesborolawns.com

Estimate 1712

DATE	TOTAL	EXPIRATION DATE
09/10/2019	\$65,106.00	02/28/2021

ADDRESS
 West district, LLC
 P.O. Box 2116
 Statesboro, Ga. 30459

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/10/2019	***The Yard at West District***			
09/10/2019	Sales- Landscape install:Irrigation Installation Install automatic irrigation system	50	140.00	7,000.00
09/10/2019	Sales- Landscape install:Grading Sod prep (final grade)	9.50	85.00	807.50
09/10/2019	Sales- Landscape install:Centipede Sod Centipede Sod delivered and installed	30,000	0.68	20,400.00
09/10/2019	Sales- Landscape install:Install Plant and tree package	1	11,000.00	11,000.00
09/10/2019	Lawn Care:Long Needle Pine Straw Application	150	5.99	898.50
10/11/2019	Paver installation Hardscape/paver install	1	25,000.00	25,000.00

TOTAL \$65,106.00

THANK YOU.

Accepted By

Accepted Date



Whitfield Sign Co.
91 South College Street
Statesboro, GA 30458
912-681-6338

Estimate

ADDRESS
West District Development

ESTIMATE # 35478
DATE 09/12/2019

SALES REP
Josh Whitfield

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/12/2019	INSTALL/SERVICE GROUP	Architectural Yard Feature - Outdoor Seating - Decorative Display - Archway Signage - Outdoor Stage	1	18,500.00	18,500.00

Thank you for choosing Whitfield Sign Co. !

TOTAL

\$18,500.00

Below is your customized estimate for your approval. Please reply to your direct sales contact.

Thank you for your business!
Whitfield Sign Co.

Accepted By

Accepted Date

3% CHARGE WILL BE ADDED TO ALL CREDIT CARD PURCHASES OVER \$1,000
ESTIMATE IS VALID FOR 45 DAYS | ALL PERMIT FEES WILL BE APPLIED TO FINAL INVOICE | 50% PAYMENT IS REQUIRED ON ALL PROJECTS TO BEGIN PRODUCTION.
BIDS: FINAL PRICE IS SUBJECT TO CHANGE IF QUANTITIES OR DESIGNS ARE CHANGED.



West District Development
Mr. Josh Whitfield
Statesboro, Ga.

Date: October 2, 2019

To: Josh Whitfield

Re: Overhead cable relocate, West District.

Dear Mr. Whitfield

This is in response to the request for Frontier Communications to perform the following work:

Relocate Frontiers overhead facilities along the West side of S College St, "known as West District" development, starting at a Frontier pedestal approximately 65ft north of Bulloch St. and then north along S College St approximately 625 ft. to a new Frontier pole located at or near the property line of the US Postal Service Statesboro Ga. The existing overhead facilities, (cable and strand) will be replace with new underground facility's and will allow removal of the existing overhead cable(s) and poles along a path inducted on Frontier drawing. The path of the proposed new underground will require **private property easement** before any work can commence. Construction method, directional boring.

The proposed construction work required will consist of Frontier Communications material and labor for this relocation. It includes:

All labor, material and equipment required to place (2) 4" conduit, place one 30-5 pole and one push brace pole, pull in of (1) BFC, 1200-24 copper cables, splice and transfer all service to the new cable(s) and remove all old / retired overhead facilities along new underground path. It also includes relocating/replacing (1) repeater housing.

We have estimated that the cost of this work effort will be: \$ 63,512
Balance due Frontier: \$ 63,512

This is the amount of the check that you will be required to make. You must return this signed agreement, along with the check, before your work will be scheduled.

If you agree to these terms, please sign below and forward this signed letter agreement, a check for \$ xxx.xx made payable to Frontier and noted with **(4165285 WEST DISTRICT RELOCATE)** to:

Frontier Communications
Attention : Neil Orlovski
14450 Burnhaven Drive
Burnsville, MN 55306

If you are signing for a company or other entity, then by signing below, you warrant that you are authorized to bind the company or entity to the terms of this letter agreement.

Upon receipt of your signed agreement and advance payment, your work order will be released to our Construction Department for scheduling.

Frontier shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Frontier.

Should you have any questions or concerns regarding these terms, please contact me at 919-471-3654

Please be advised that the price estimate quoted above is only valid for sixty (60) days from the date of this letter. If this work request is cancelled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be **cancelled**.

Sincerely,

Frontier – Signature

ENGINEER__Chad Foster_____
Frontier – Title Engineering Manger

I agree to the terms of this agreement:

Accepted (Signature): _____

Print Name & Title: _____

Company: _____

Billing Address: _____

Telephone

#: _____ Date: _____



Mill Creek Construction Company

347 Woodrum Road
Statesboro, Ga 30461

September 9, 2019

Project: West District
Statesboro, Ga

RE: Pedestrian Walkway - West District

Please review details of proposal for the above project. If you have any questions, please do not hesitate to contact us.

Item	Quantity	Amount
Construct Pedestrian Walkway from Martin Luther King, Jr. to College <i>(Sidewalks will be concrete with decorative features including pedestrian crosswalks and ADA handicap ramps)</i>	671 SY	\$28,047.80
Total		\$28,047.80

Sincerely,

Matthew Woodrum

Mill Creek Construction
912.682.0975
matthew @mcconstruction.co



Whitfield Sign Co.
91 South College Street
Statesboro, GA 30458
912-681-6338

Estimate

ADDRESS

West District Development
91 S. College Street
Statesboro, GA 30458

ESTIMATE # 35472

DATE 10/09/2019

SALES REP

Josh Whitfield

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/09/2019	INSTALL/SERVICE GROUP	-Historical Identifiers -Children's Outdoor Adventure Engagement Pieces	1	8,000.00	8,000.00

Thank you for choosing Whitfield Sign Co. !

TOTAL

\$8,000.00

Below is your customized estimate for your approval. Please reply to your direct sales contact.

Thank you for your business!
Whitfield Sign Co.

Accepted By

Accepted Date

3% CHARGE WILL BE ADDED TO ALL CREDIT CARD PURCHASES OVER \$1,000
ESTIMATE IS VALID FOR 45 DAYS | ALL PERMIT FEES WILL BE APPLIED TO FINAL INVOICE | 50% PAYMENT IS REQUIRED ON ALL PROJECTS TO BEGIN PRODUCTION.
BIDS: FINAL PRICE IS SUBJECT TO CHANGE IF QUANTITIES OR DESIGNS ARE CHANGED.

Discounted Cash Flow Analysis
West District Development-Phase 1 and 2
October 25, 2019

	Year 1	Year 2	Year 3	Year 4	Year 5
Lots Absorbed	1	2	3	6	4
Lots Remaining	15	13	10	4	0
Sales Income	\$ 220,000	\$ 648,600	\$ 742,045	\$ 1,371,420	\$ 1,070,460
Land	\$ 1,345,000	\$ -	\$ -	\$ -	\$ -
Hard Costs					
Regulatory Fees	\$ 4,874	\$ 2,339	\$ -	\$ -	\$ -
Site Development	\$ 406,981	\$ 321,300	\$ 413,500	\$ 141,500	\$ -
Landscaping and Signage	\$ 65,729	\$ 37,500	\$ 37,500	\$ 32,500	\$ -
Building Improvements			\$ 370,375	\$ 117,625	\$ -
Soft Costs					
Property Taxes	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Insurance	\$ 6,190	\$ 2,600	\$ 2,600	\$ 2,600	\$ 2,600
Interest and Bank Fees	\$ 45,229	\$ 43,000	\$ 35,000	\$ 21,000	\$ -
Association fees, maint., utilities	\$ 5,400	\$ 5,400	\$ 5,400	\$ 5,400	\$ 5,400
Accounting & Legal Fees	\$ 10,072	\$ 5,110	\$ 1,485	\$ 1,485	\$ 1,485
Marketing Expense	\$ 8,217	\$ 4,930	\$ 1,643	\$ 1,643	\$ -
Surveying and Plats	\$ 2,000	\$ 1,000	\$ 1,000	\$ -	\$ -
Developers Profit	\$ 23,770	\$ 70,077	\$ 80,174	\$ 148,174	\$ 115,657
Contingency	\$ 14,012	\$ 14,012	\$ 14,012	\$ 14,012	\$ 14,012
Total Expenses	\$ 1,941,474	\$ 511,269	\$ 966,689	\$ 489,939	\$ 143,154
Net Operating Income	\$ (1,721,474)	\$ 137,331	\$ (224,644)	\$ 881,481	\$ 927,306
Discount Factors @ 10%	0.991736	0.983539	0.975411	0.96735	0.959355
Present Value	\$ (1,707,247)	\$ 135,070	\$ (219,120)	\$ 852,700	\$ 889,616



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Land Protection Branch

4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

January 26, 2018

Mr. Robert B. Brannen
Aulbert & Bob Brannen Family Limited Partnership
1 West Park Avenue
Savannah, GA 31401

SUBJECT: Underground Storage Tank (UST) Closure Report

No Further Action Required:

Georgia Former West Lumber Facility
91 South College Street
Statesboro, Bulloch County, GA
Facility ID: 10002732*Closure

Dear Mr. Brannen:

The Georgia Underground Storage Tank Management Program (USTMP) received correspondence from Terracon Consultants, Inc., dated October 27, 2017 that forwarded a properly certified UST Closure Report.

Based on current requirements of the Georgia Underground Storage Tank Act, the Georgia Rules for Underground Storage Tank Management (GUST Rules) and the data submitted, the USTMP has determined that **no further action is required for the referenced release.**

However, further corrective action may be required if mandated through more stringent State or Federal statutory or regulatory changes. Additional measures may also be required if existing or future drinking water systems or surface water bodies within two miles of the site are impacted by any dissolved contamination resulting from this release, or if previously unidentified soil contamination, dissolved contamination or free product is identified as originating from this site.

If you have any questions, please contact me at 404.362.2597.

Sincerely,

Kristy K. Litts
Advanced Geologist
Corrective Action Unit II

KKL; wl

S:\active site project reviews-kristy\pending 2018\10002732.34

cc: Justin J. Johnson, Terracon Consultants, Inc.

File (CA): Bulloch; 10002732

January 26, 2018

MEMORANDUM

TO: File (CA): Bulloch; 10002732

FROM: Kristy K. Litts, Advanced Geologist, GA EPD, CAU II

THRU: Jay Kemberling, Manager, GA EPD, CAU II

SUBJECT: Review Information Leading to Determination of
"No Further Action Required" (NFAR):
Former West Lumber Facility
91 South College Street
Statesboro, Bulloch County, GA
Facility ID: 10002732*Closure

Based on a review of the UST Closure Report, no further action is warranted for the following reasons:

1. The facility had one UST of unknown contents with a capacity of approximately 550 gallons, and associated piping. No dispenser was present. The UST and associated piping were removed October 24, 2017. Groundwater was NOT encountered during the excavation activities.
2. One soil sample was collected from underneath the 550 gallon UST at 8 feet bgs. A piping sample was not taken due to being located directly above the UST basin. One stockpile sample was taken. The excavated soil was returned to the basin. Analytical results for BTEX, PAHs, TPH-GRO and TPH-GRO indicate that ALL soil samples were below detection limits.

UST CLOSURE REPORT

UST Facility I.D.: Not Yet Assigned
Former West Lumber Facility
91 South College Street
Statesboro, Bulloch County, Georgia

October 27, 2017
Terracon Project No. ES177260

Prepared for:
Whitfield Signs
Statesboro, Georgia

Prepared by:
Terracon Consultants, Inc.
Savannah, Georgia

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials

Terracon

October 27, 2017

Whitfield Signs
41 Bernard Lane
Statesboro, Georgia 30461

Attn: Mr. Josh Whitfield
E: josh@whitfieldsigns.com

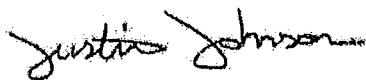
Re: UST Closure Report
UST Facility ID: Not Yet Assigned
Former West Lumber Facility
91 South College Street
Statesboro, Bulloch County, Georgia
Terracon Project No. ES177260

Dear Mr. Whitfield:

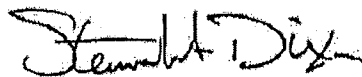
Terracon Consultants, Inc. (Terracon) has completed the Underground Storage Tank (UST) Closure Report for the above referenced facility.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments regarding this report, please contact us at your earliest convenience.

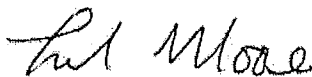
Sincerely,
Terracon Consultants, Inc.



Justin J. Johnson, PG
Senior Geologist



Stewart A. Dixon, PG
Environmental Department Manager



Leah R. Moore, EIT
Project Manager

cc: Mr. Jay Kemberling - Georgia Environmental Protection Division



Terracon Consultants, Inc. 2201 Rowland Avenue Savannah, Georgia 31404
P (912) 629 4000 F (912) 629 4001 terracon.com/offices/savannah

Environmental



Facilities



Geotechnical



Materials



October 27, 2017

Georgia Environmental Protection Division
Underground Storage Tank Management Program
4244 International Parkway, Suite 104
Atlanta, Georgia 30354

Attn: Mr. Jay Kemberling

Re: UST Closure Report
UST Facility ID: Not Yet Assigned
Former West Lumber Facility
91 South College Street
Statesboro, Bulloch County, Georgia
Terracon Project No. ES177260

Dear Mr. Kemberling:

On behalf of Mr. Josh Whitfield of Whitfield Signs, Terracon Consultants, Inc. (Terracon) has completed the enclosed Underground Storage Tank (UST) Closure Report for the above referenced facility.

If you have any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us at your earliest convenience.

Sincerely,
Terracon Consultants, Inc.

Justin J. Johnson, PG
Senior Geologist

Stewart A. Dixon, PG
Environmental Department Manager

Leah R. Moore, EIT
Project Manager

cc: Mr. Josh Whitfield



Terracon Consultants, Inc. 2201 Rowland Avenue Savannah, Georgia 31404
P (912) 629 4000 F (912) 629 4001 terracon.com/savannah

Environmental



Facilities



Geotechnical



Materials

Georgia Department of Natural Resources

Environmental Protection Division
Underground Storage Tank Management Program
4244 International Parkway, Suite 104, Atlanta, Georgia 30354
(404) 362 2687

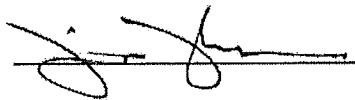
Underground Storage Tank Management Program UST Closure Report Form

If a boring or monitor well was extended to groundwater, the Professional Engineer (PE) or Professional Geologist (PG), registered in the State of Georgia, that supervised the work must complete and sign the following statement:

"I have supervised and directed the installation of the boring or monitor well and the interpretation of groundwater data; in accordance with the Water Well Standards Act, the Professional Engineer Act, and the Professional Geologist Act. This report complies with the standards of the USTMP Act, Rules, guidelines, and other applicable state and federal regulations. The information presented herein is true and accurate."

Name: Justin J. Johnson, P.G.

Signature:

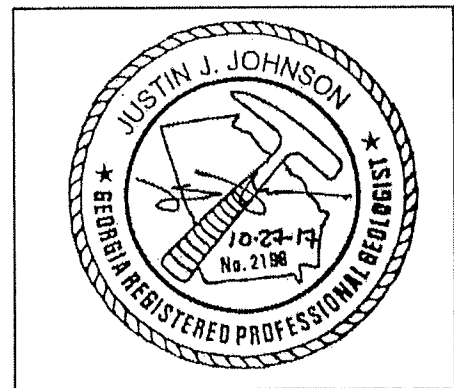


Date:

10/27/2017

PG / PE Certification

Expiration Date: 12/31/2017



Georgia Stamp

I. UST OWNER, CONTRACTOR, AND FACILITY INFORMATION

A. Facility Information

Facility Name:	Former West Lumber Facility
Facility ID Number:	UST Facility I.D.: Not Yet Assigned
County:	Bulloch
Facility Address:	91 South College Street Statesboro, Georgia 30458

B. UST Owner Information

Name of UST Owner:	Robert B. Brannen, Jr. / Attorney
Name of Company:	Aulbert & Bob Brannen Family Limited Partnership
Phone Number:	(912) 644 5721
Mailing Address:	1 West Park Avenue Savannah, Georgia 31401

I hereby certify that the information in this Closure Report and in all the attachments is true, accurate, and complete, and the Closure Report satisfies all criteria and requirements of Rule 391-3-15-09 of the Georgia Rules for Underground Storage Tank Management.

Signature:  Date: 11/1/17

C. Environmental / Engineering Consultant Information

Company Representative:	Justin J. Johnson, P.G.
Company Name:	Terracon Consultants, Inc.
Phone Number:	(912) 629 4000
Mailing Address:	2201 Rowland Avenue Savannah, Georgia 31404

I hereby certify that I have performed or supervised the work detailed in this report and have examined and am familiar with the information submitted in this and all attached documents. The submitted information is, to the best of my knowledge, true, accurate, complete, and in accordance with the Georgia Rules for Underground Storage Tank Management.

Signature:  Date: 10/27/2017

II. UST SYSTEM INFORMATION

Complete Sections A, B, and C if UST system information is known. If the system was previously removed and no UST system information is known, then check the box below and you do not have to complete Sections A, B, and C.

UST SYSTEM WAS PREVIOUSLY REMOVED AND NO INFORMATION IS KNOWN.

A. Facility Information

LIST ALL USTs THAT ARE STILL IN USE AT THE FACILITY: USE THE TANK ID LISTED ON THE TANK REGISTRATION FORM (7530)		
Tank ID	Substance(s) Stored	Size (Gallons)

LIST TANKS THAT WERE CLOSED (IF APPLICABLE): USE THE TANK ID LISTED ON THE TANK REGISTRATION FORM (7530)					
Tank ID	Substance(s) Stored	Size (Gallons)	How Closed?	Date Last Used	Date Closed
1	Unknown	~550	<input checked="" type="checkbox"/> Removed <input type="checkbox"/> In Place	Unknown	10/24/2017

B. Facility Information

Was piping closed? Yes No When closed? 10/24/2017

Only piping observed during the removal of the UST was located directly above the UST.

How was the piping closed? Removed Filled with inert material
 Capped

C. Dispenser Information

Were dispenser islands closed? Yes No N/A

No dispenser islands were on the property at the time of the UST closure.

III. SAMPLING & ANALYTICAL REQUIREMENTS

If the UST system information is known, then use the tables and information below to complete Sections A, B, C, D, and E. If the UST system was previously removed and information is not known, then check the appropriate box below and do not complete Sections A, B, C, and D; however, Section E is required. For sampling requirements regarding sites in which no information concerning the UST is known, see the UST Closure Guidance Document.

UST SYSTEM WAS PREVIOUSLY REMOVED AND NO INFORMATION IS KNOWN.

A. Tank Sampling

Tank ID	Initial Number of Soil Samples Collected	Target Constituents	Delineation Samples Required & Collected?
1	1	<input checked="" type="checkbox"/> BTEX <input checked="" type="checkbox"/> PAH <input checked="" type="checkbox"/> TPH-GRO <input checked="" type="checkbox"/> TPH-DRO	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Were groundwater samples collected beneath the tanks? Yes No

B. Piping Sampling

Was the piping located directly above the tanks? Yes No Unknown

If YES, then piping samples were not necessary. If NO, answer the following:

How much total piping was closed (feet)?

Three (3) pipes approximately 4-feet in length each were removed during the removal of the UST.

How many samples were collected? N/A

What were the target constituents? BTEX PAH TPH-GRO TPH-DRO

Were delineation soil samples required and collected? Yes No

How Many? N/A

Were groundwater samples collected beneath the piping? Yes No

C. Dispenser Sampling

Were the dispensers located directly above the tanks? Yes No

Unknown. No dispenser islands were on the property at the time of the UST closure.

If YES, then dispenser samples are not necessary. If NO, answer the following:

How many dispenser islands were closed? N/A

How long was each dispenser island (feet)? N/A

Island 1: N/A Island 2: N/A Island 3: N/A Island 4: N/A

For each dispenser island, how many samples were collected? N/A

Island 1: N/A Island 2: N/A Island 3: N/A Island 4: N/A

What were the target constituents? BTEX VOCs SVOCs TPH-GRO

Were delineation samples required and collected? Yes No

How Many? N/A

Were groundwater samples collected beneath any of the dispenser islands?

Yes No

D. Stockpile Sampling & Over-Excavation

How much stockpiled soil was generated during closure activities (cubic yards)? ~ 11 CY

How many soil samples were collected from the stockpiled soil? 1

What were the target constituents? BTEX PAH TPH-GRO TPH-DRO

What is the disposition of the soils? Returned to excavation
 Transported to landfill (provide manifests)

Was over-excavation performed? Yes No

If YES, please complete the following questions:

What were the dimensions of the excavation (length, width, and depth)?

Excavation dimensions were approximately 10 feet by 5 feet with a total depth of approximately 6 feet.

How many soil samples were collected from the excavation (excluding tank samples)?

No additional samples were collected from the excavation for laboratory analysis.

E. Laboratory Methods Used

Please select all the laboratory methods used:

- 5035-8021 5035-8260 5030-8021 5030-8260
 8270C 8310 8015B

If Method 5035 was used, please indicate how samples were collected in the field.

- Encore™ Syringe / corer & field preserved 40 mL vial

IV. HYDROGEOLOGY

Was groundwater encountered during closure activities? Yes No

If so, at what depth was groundwater encountered? N/A

How were the groundwater samples collected? Open pit Boring/Well

V. SITE MAP

A diagram of the site showing the USTs, approximate limits of excavation, soil stockpile, and soil sample locations is provided as Figure 3 in Appendix A.

VI. CONCLUSIONS

You must choose one of the following:

<input checked="" type="checkbox"/>	No Further Action	BTEX and PAHs are all below detection limits in the soil. TPH-GRO/DRO is below 10 mg/kg.
<input type="checkbox"/>	No Further Action	Soil contamination is identified, but BTEX and PAHs do not exceed applicable Soil Threshold Levels (as determined by completing a water resource survey). Samples requiring vertical delineation of BTEX and PAHs were delineated to below detection limits, and samples requiring vertical delineation of TPH-GRO/DRO were delineated to below 10 mg/kg. No groundwater encountered.
<input type="checkbox"/>	No Further Action	Soil contamination could not be delineated to below detection limits because groundwater was encountered. Soil contamination does not exceed applicable Soil Threshold Levels and groundwater does not exceed drinking water or In-Stream Water Quality Standards for BTEX and PAHs (as determined by completing a water resource survey).
<input type="checkbox"/>	No Further Action	Does not meet the conditions above. Please justify.
<input type="checkbox"/>	CAP-Part A	None of the conditions above are met and therefore a CAP-Part A is warranted.

Please note that it is the EPD's discretion if no further action (NFA) status is granted or if a CAP-Part A is requested. If none of the NFA conditions listed above are met, the EPD may still grant NFA status depending of site conditions. Conversely, the EPD may request a CAP-Part A even if one of the NFA conditions listed above is met. However, these circumstances are rare and are determined by carefully reviewing all available data. Under no circumstances should the above conditions be modified in order to receive NFA status.

SUMMARY OF SOIL AND GROUNDWATER ANALYTICAL RESULTS

BTEX AND TPH									
Sample ID	Soil (S) or Groundwater (GW)	Depth (feet below grade)	<i>List Constituent Below</i>						
			Benzene	Toluene	Ethylbenzene	Xylenes	Total BTEX	TPH GRO	TPH DRO
SS-1	S	8.0	< 0.005	< 0.005	< 0.005	< 0.0110	BRL	< 6.5	< 8.5
SP-1	S	N/A	< 0.005	< 0.005	< 0.005	< 0.0100	BRL	< 5.3	< 8.1

Soil results recorded as mg/kg (ppm).
 SP-1 = Stockpile Soil Sample
 BRL = Below Reporting Limit

SUMMARY OF SOIL AND GROUNDWATER ANALYTICAL RESULTS


POLYCYCLIC AROMATIC HYDROCARBONS				
Sample ID	Soil (S) or Groundwater (GW)	Depth (feet below grade)	<i>List Constituent Below</i>	
			All PAHs	
SS-1	S	8.0	BRL	
SP-1	S	N/A	BRL	

Soil results recorded as mg/kg (ppm)
 SP-1 = Stockpile Soil Sample
 BRL = Below Reporting Limit

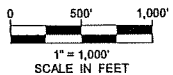
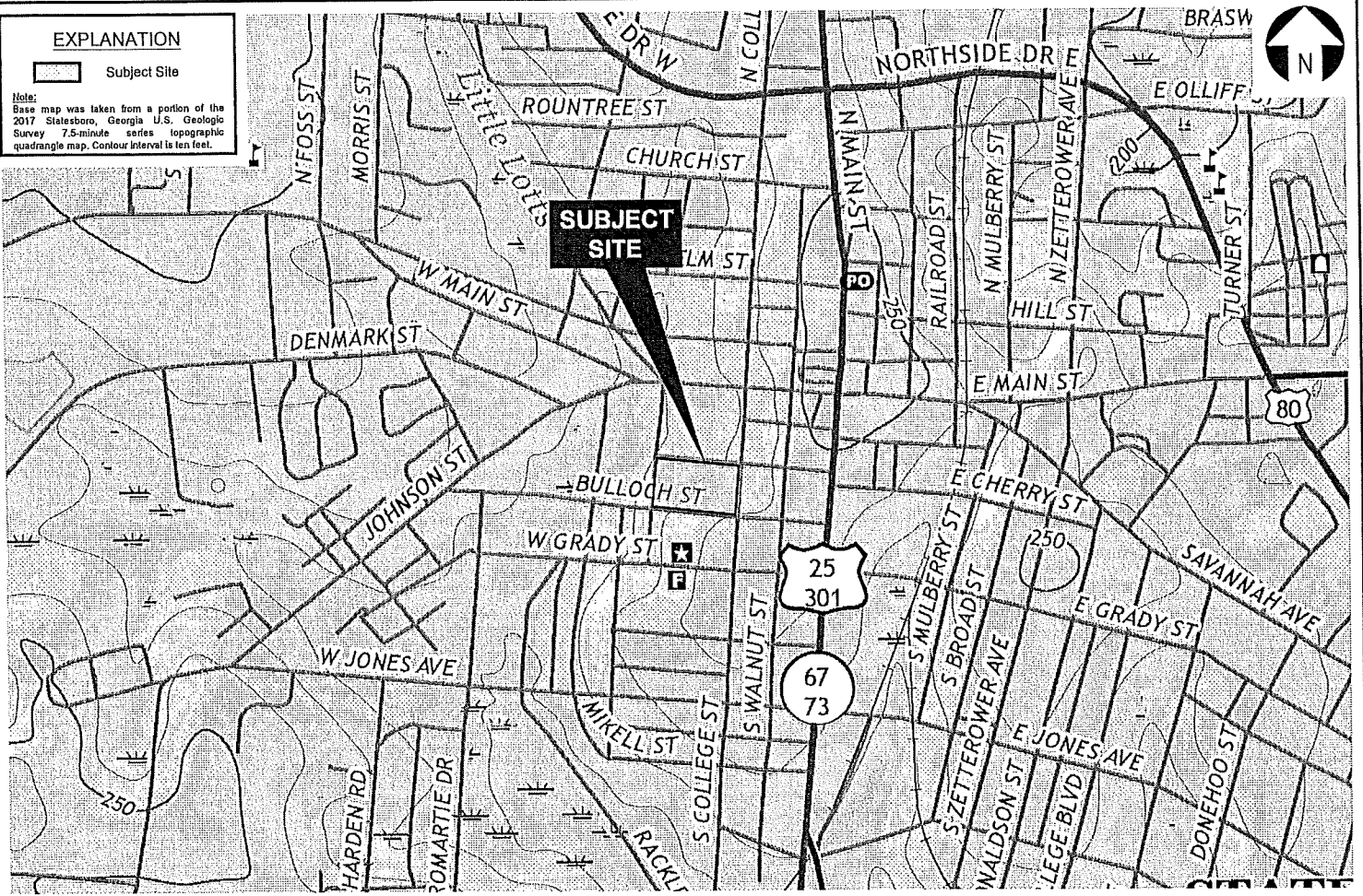
APPENDIX A

Figures

EXPLANATION

 Subject Site

Note:
Base map was taken from a portion of the 2017 Statesboro, Georgia U.S. Geologic Survey 7.5-minute series topographic quadrangle map. Contour interval is ten feet.



Project Mgr:	LRM
Drawn By:	VMG
Checked By:	LRM
Approved By:	SAD

Project No.	ES177260
Scale:	1" = 1,000'
File Name:	ES177260 UST.dwg
Date:	October 26, 2017

Terracon
Consulting Engineers & Scientists

2201 Rowland Avenue Savannah, Georgia 31404
Phone (912) 629 4000 Fax (912) 629 4001

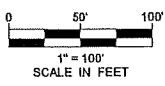
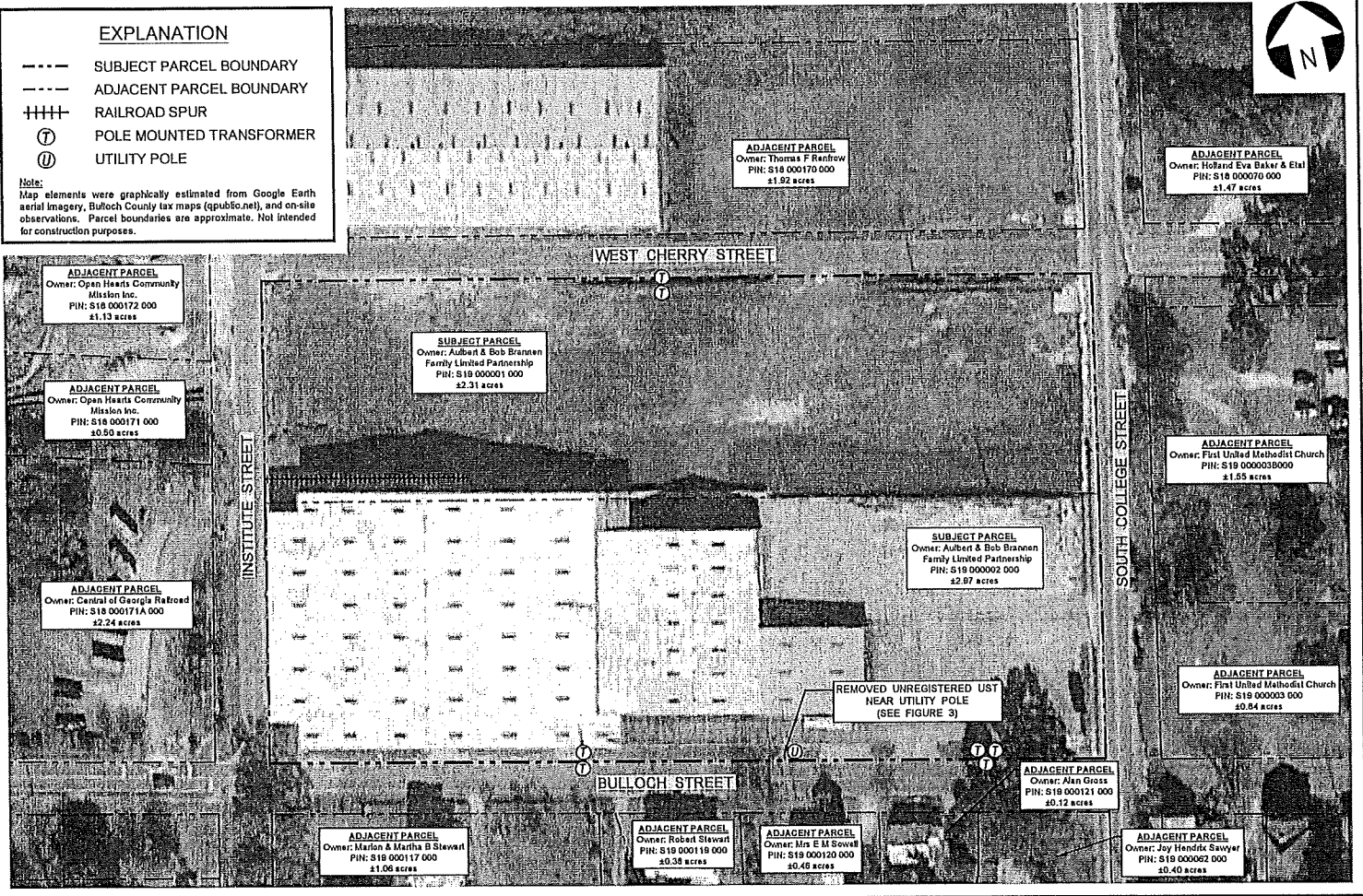
GENERAL VICINITY MAP
Former West Lumber Facility 91 South College Street Statesboro, Bulloch County, Georgia

Figure
1

EXPLANATION

- SUBJECT PARCEL BOUNDARY
- ADJACENT PARCEL BOUNDARY
- ++++ RAILROAD SPUR
- Ⓣ POLE MOUNTED TRANSFORMER
- Ⓢ UTILITY POLE

Note:
Map elements were graphically estimated from Google Earth aerial imagery, Bulloch County tax maps (gpubco.net), and on-site observations. Parcel boundaries are approximate. Not intended for construction purposes.



Project Mgr:	LRM	Project No.	ES177260
Drawn By:	VMG	Scale:	1" = 100'
Checked By:	LRM	File Name:	ES177260 UST.dwg
Approved By:	SAD	Date:	October 26, 2017

Terracon
Consulting Engineers & Scientists





2201 Rowland Avenue Savannah, Georgia 31404
Phone (912) 629 4000 Fax: (912) 629 4001

SITE DIAGRAM
Former West Lumber Facility 91 South College Street Statesboro, Bulloch County, Georgia

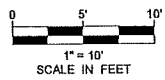
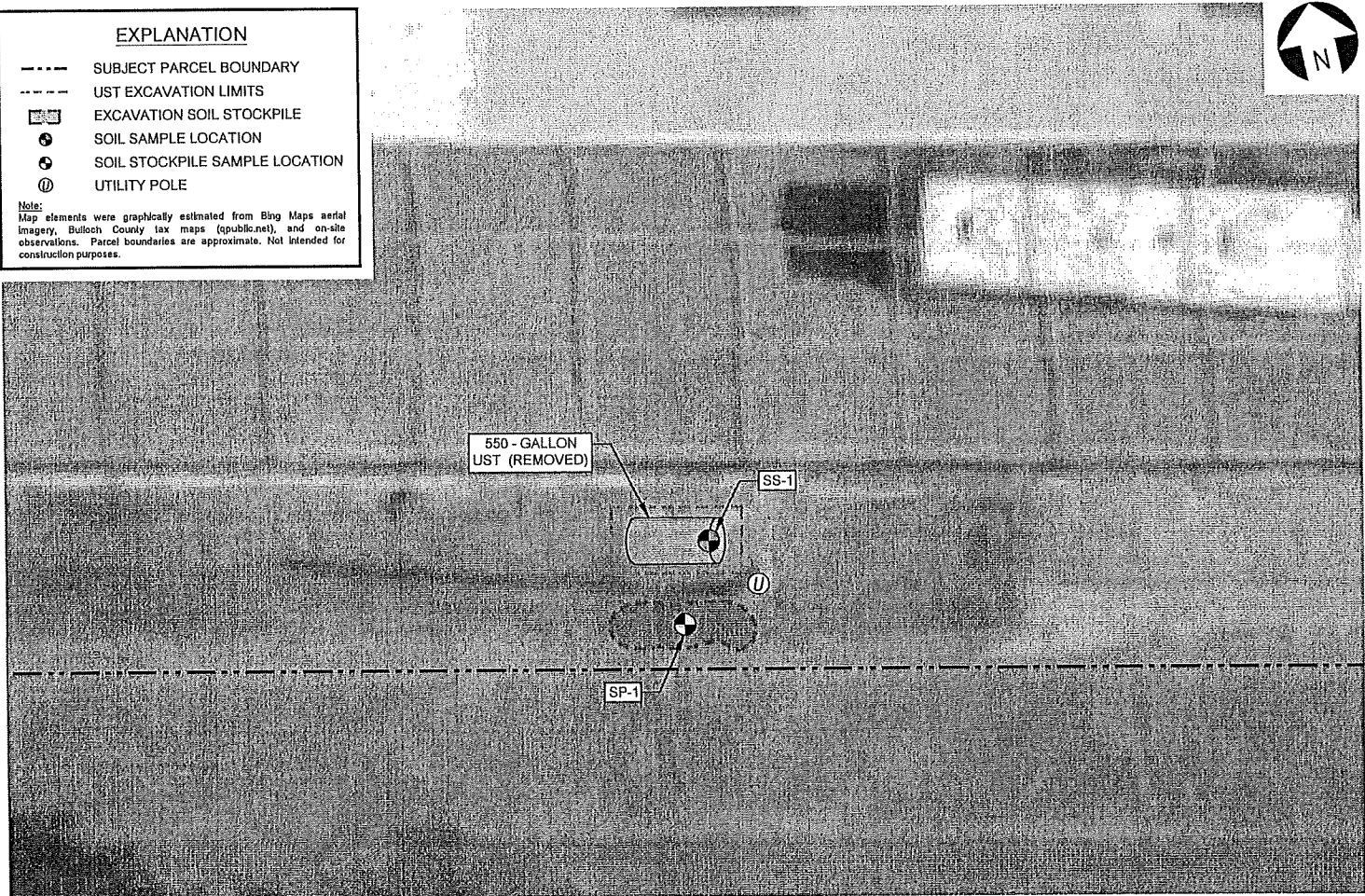
Figure
2



EXPLANATION

- SUBJECT PARCEL BOUNDARY
- UST EXCAVATION LIMITS
-  EXCAVATION SOIL STOCKPILE
-  SOIL SAMPLE LOCATION
-  SOIL STOCKPILE SAMPLE LOCATION
-  UTILITY POLE

Note:
 Map elements were graphically estimated from Bing Maps aerial imagery, Bulloch County tax maps (public.net), and on-site observations. Parcel boundaries are approximate. Not intended for construction purposes.



Project Mgr:	LRM	Project No.	ES177260
Drawn By:	VMG	Scale:	1" = 10'
Checked By:	LRM	File Name:	ES177260 UST.dwg
Approved By:	SAD	Date:	October 26, 2017

Terracon
 Consulting Engineers & Scientists

2201 Rowland Avenue Savannah, Georgia 31404
 Phone (912) 679 4000 Fax (912) 679 4001

UST CLOSURE DETAILS MAP
Former West Lumber Facility 91 South College Street Statesboro, Bulloch County, Georgia

Figure	3
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APPENDIX B

Laboratory Analytical Data

LABORATORY ANALYSIS REPORT

Job ID : 17102502



2720 Gregory St. Unit 200 Savannah, Georgia 31404 Tel: (912) 944-3748 Fax: (912) 234-9294

Client Project ID :
West Lumber

Report To : Client Name: Terracon
Client Address: 2201 Rowland Ave.
City, State, Zip: Savannah, GA, 31404

Attn: Leah Moore
P.O.#.:

Dear Leah Moore

The following test results meet all NELAC requirements for analytes for which certification is available. Any deviations from these quality systems will be noted in this case narrative. All analyses performed by Avery Laboratories & Environmental Services, LLC unless noted. Parameters not performed by Avery Laboratories will be listed in the case narrative section of this report.

This report shall not be reproduced, except in its entirety, without the written approval of Avery Laboratories. The test results in this report relate only to the samples analyzed.

For questions regarding this report, contact Robert Paul Grimm at (912)944-3748.

Sincerely,

Robert Paul Grimm, Technical Director
pgrimm@averylab.com



This Laboratory is NELAP accredited.

I am the laboratory manager, or his/her designee, and I am responsible for the release of this data package. This laboratory data package has been reviewed and is complete and technically compliant with the requirements of the methods used, except where noted in the attached exception reports. I affirm, to the best of my knowledge that all problems/anomalies observed by this laboratory (and if applicable, any and all laboratories subcontracted through this laboratory) that might affect the quality of the data, have been identified in the Laboratory Review Checklist, and that no information or data have been knowingly withheld that would affect the quality of the data.

Date: 10/26/2017 19:50

Primary Accreditation State and Number: Florida E87941

CLIENT SAMPLE RESULTS

Job ID : 17102502



2720 Gregory St. Unit 200 Savannah, Georgia 31404 Tel: (912) 944-3748 Fax: (912) 234-9294

Client Name: Terracon	Attn: Leah Moore
Project ID: West Lumber	Date: 10/26/2017

Job ID: 17102502	Sample Matrix: Soil
Client Sample ID: SS-1	Date Collected: 10/24/2017
Job Sample ID: 17102502.01	Time Collected: 10:10
Other Information:	

Test Method	Parameter	Result	Units	DF	RL	Q	Date/Time Analyzed	Analyst
SM2540b	% Moisture							
	% Moisture	18.2	%	1			10/26/2017 09:43	PP
SW-846 8260B	Volatile Organic Compounds-Soil							
	Benzene	BRL	mg/kg dw	0.874	0.00500		10/25/2017 16:47	PP
	Ethylbenzene	BRL	mg/kg dw	0.874	0.00500		10/25/2017 16:47	PP
	Toluene	BRL	mg/kg dw	0.874	0.00500		10/25/2017 16:47	PP
	xylene-o	BRL	mg/kg dw	0.874	0.00500		10/25/2017 16:47	PP
	xylenes (m&P)	BRL	mg/kg dw	0.874	0.0110		10/25/2017 16:47	PP
	Dibromofluoromethane(surr)	82.4	%	0.874	61.2-143		10/25/2017 16:47	PP
	p-Bromofluorobenzene(surr)	112.0	%	0.874	69.4-143		10/25/2017 16:47	PP
	Toluene-d8(surr)	96.1	%	0.874	62.3-146		10/25/2017 16:47	PP
SW-846 8270D	Semivolatile Organic Compounds - Soils							
	1-Methylnaphthalene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	2-Methylnaphthalene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Acenaphthene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Acenaphthylene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Anthracene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Benzo(a)anthracene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Benzo(a)pyrene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Benzo(b)fluoranthene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Benzo(g,h,i)perylene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Benzo(k)fluoranthene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Chrysene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Dibenzo(a,h)anthracene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Fluoranthene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Fluorene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Indeno(1,2,3-cd)pyrene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Naphthalene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG

Date: 10/26/2017 19:50

CLIENT SAMPLE RESULTS

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Client Name: Terracon	Attn: Leah Moore
Project ID: West Lumber	Date: 10/26/2017

Job ID: 17102502	Sample Matrix: Soil
Client Sample ID: SS-1	Date Collected: 10/24/2017
Job Sample ID: 17102502.01	Time Collected: 10:10
Other Information:	

Test Method	Parameter	Result	Units	DF	RL	Q	Date/Time Analyzed	Analyst
SW-846 8270D Semivolatile Organic Compounds - Soils								
	Phenanthrene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	Pyrene	BRL	mg/kg dw	0.991	0.403		10/26/2017 14:37	RPG
	2,4,6-Tribromophenol(surr)	79.5	%	0.991	49.3-138		10/26/2017 14:37	RPG
	2-Fluorobiphenyl(surr)	68.0	%	0.991	41.4-111		10/26/2017 14:37	RPG
	2-Fluorophenol(surr)	62.0	%	0.991	37.1-101		10/26/2017 14:37	RPG
	Nitrobenzene-d5(surr)	69.4	%	0.991	35.2-104		10/26/2017 14:37	RPG
	Phenol-d5(surr)	55.0	%	0.991	36.1-96.7		10/26/2017 14:37	RPG
	p-Terphenyl-d14(surr)	90.8	%	0.991	54.9-118		10/26/2017 14:37	RPG

CLIENT SAMPLE RESULTS

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Client Name: Terracon	Attn: Leah Moore
Project ID: West Lumber	Date: 10/26/2017

Job ID: 17102502	Sample Matrix: Soil
Client Sample ID: SP-1	Date Collected: 10/24/2017
Job Sample ID: 17102502.02	Time Collected: 10:15
Other Information:	

Test Method	Parameter	Result	Units	DF	RL	Q	Date/Time Analyzed	Analyst
SM2540b % Moisture								
	% Moisture	14.4	%	1			10/26/2017 09:43	PP
SW-846 8260B Volatile Organic Compounds-Soil								
	Benzene	BRL	mg/kg dw	0.850	0.00500		10/25/2017 17:12	PP
	Ethylbenzene	BRL	mg/kg dw	0.850	0.00500		10/25/2017 17:12	PP
	Toluene	BRL	mg/kg dw	0.850	0.00500		10/25/2017 17:12	PP
	xylene-o	BRL	mg/kg dw	0.850	0.00500		10/25/2017 17:12	PP
	xylenes (m&P)	BRL	mg/kg dw	0.850	0.0100		10/25/2017 17:12	PP
	Dibromofluoromethane(surr)	82.4	%	0.850	61.2-143		10/25/2017 17:12	PP
	p-Bromofluorobenzene(surr)	108.0	%	0.850	69.4-143		10/25/2017 17:12	PP
	Toluene-d8(surr)	96.5	%	0.850	62.3-146		10/25/2017 17:12	PP
SW-846 8270D Semivolatile Organic Compounds - Soils								
	1-Methylnaphthalene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	2-Methylnaphthalene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Acenaphthene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Acenaphthylene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Anthracene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Benzo(a)anthracene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Benzo(a)pyrene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Benzo(b)fluoranthene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Benzo(g,h,i)perylene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Benzo(k)fluoranthene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Chrysene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Dibenzo(a,h)anthracene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Fluoranthene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Fluorene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Indeno(1,2,3-cd)pyrene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Naphthalene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG

Date: 10/26/2017 19:50

CLIENT SAMPLE RESULTS

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Client Name: Terracon
Project ID: West Lumber

Attn: Leah Moore
Date: 10/26/2017

Job ID: 17102502
Client Sample ID: SP-1
Job Sample ID: 17102502.02
Other Information:

Sample Matrix: Soil
Date Collected: 10/24/2017
Time Collected: 10:15

Test Method	Parameter	Result	Units	DF	RL	Q	Date/Time Analyzed	Analyst
SW-846 8270D	Semivolatile Organic Compounds - Soils							
	Phenanthrene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	Pyrene	BRL	mg/kg dw	0.991	0.386		10/26/2017 15:03	RPG
	2,4,6-Tribromophenol(surr)	78.5	%	0.991	49.3-138		10/26/2017 15:03	RPG
	2-Fluorobiphenyl(surr)	64.8	%	0.991	41.4-111		10/26/2017 15:03	RPG
	2-Fluorophenol(surr)	59.5	%	0.991	37.1-101		10/26/2017 15:03	RPG
	Nitrobenzene-d5(surr)	70.2	%	0.991	35.2-104		10/26/2017 15:03	RPG
	Phenol-d5(surr)	53.5	%	0.991	36.1-96.7		10/26/2017 15:03	RPG
	p-Terphenyl-d14(surr)	93.1	%	0.991	54.9-118		10/26/2017 15:03	RPG

Date: 10/26/2017 19:50

QUALITY CONTROL DATA

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Analysis: Volatile Organic Compounds-Soil

Method: SW-846 8260B

Reporting Units: mg/kg dw

QC Batch ID: Qb17102405

Created Date: 10/24/2017 14:33 **Created By:** ppanhorst

Samples in this QC Batch: 17102502,01,02

Sample Preparation

PB17102407

SW5035

ppanhorst

QC Type: Method Blank

Parameter	CAS	Result	Units	DF	RL	MDL	Qual
Method Blank Benzene	71-43-2	BRL	mg/kg dw	1	0.0050		
Method Blank Ethylbenzene	100-41-4	BRL	mg/kg dw	1	0.0050		
Method Blank Toluene	108-88-3	BRL	mg/kg dw	1	0.0050		
Method Blank xylene-o	95-47-6	BRL	mg/kg dw	1	0.0050		
Method Blank xylenes (m&P)	108-38-3&106-42-3	BRL	mg/kg dw	1	0.010		
Method Blank Dibromofluoromethane (Surr)	1868-53-7	84.0		1			
Method Blank p-Bromofluorobenzene (Surr)	460-00-4	100.0		1			
Method Blank Toluene-d8 (Surr)	2037-26-5	100.0		1			

QC Type: LCS/LCSD

Parameter	LCS Spk		LCS %	LCSD Spk		LCSD	LCS % Rec	RPD	RPD CtrLimit	% Rec CtrLimit	Qual
	Amt	LCS Result	Rec	Amt	Result						
Benzene	0.05	0.0480	96.0	0.05	0.0460	92.0	4.30	30	57.3-122		
Ethylbenzene	0.05	0.0500	100.0	0.05	0.0480	96.0	4.10	30	56.3-139		
Toluene	0.05	0.0500	100.0	0.05	0.0470	94.0	6.20	30	67.3-133		
xylene-o	0.05	0.0490	98.0	0.05	0.0480	96.0	2.10	30	51.4-144		
xylenes (m&P)	0.1	0.0990	99.0	0.1	0.0900	90.0	9.50	30	53.7-146		

QC Type: MS/MSD

QC Sample ID	Parameter	Sample Result	MS Spk		MS %	MS Spk		MSD	MSD %	RPD	RPD CtrLimit	% Rec CtrLimit	Qual
			Amt	Result	Rec	Amt	Result	Rec					
MS 17102502.01	Benzene	BRL	0.046	0.0440	94.7	0.045	0.0290	64.0	41.10	30	57.3-122	M	
MS 17102502.01	Ethylbenzene	BRL	0.046	0.0410	88.3	0.045	0.0380	83.9	7.60	30	56.3-139		
MS 17102502.01	Toluene	BRL	0.046	0.0450	96.9	0.045	0.0310	68.4	36.80	30	67.3-133	M	
MS 17102502.01	xylene-o	BRL	0.046	0.0410	88.3	0.045	0.0380	83.9	7.60	30	51.4-144		
MS 17102502.01	xylenes (m&P)	BRL	0.093	0.0820	88.3	0.091	0.0760	83.9	7.60	30	53.7-146		

Refer to the Definition page for terms.

Date: 10/26/2017 19:50

QUALITY CONTROL DATA

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Analysis: Semivolatile Organic Compounds - Soils **Method:** SW-846 8270D **Reporting Units:** mg/kg dw

QC Batch ID: Qb17102506 **Created Date:** 10/25/2017 16:24 **Created By:** LBarlow

Samples in this QC Batch: 17102502,01,02

Extraction PB17102506 SW3550c LBarlow

QC Type: Method Blank										
Parameter	CAS	Result	Units	DF	RL	MDL	Qual			
Method Blank	1-Methylnaphthalene	90-12-0	BRL	mg/kg dw	1	.333				
Method Blank	2-Methylnaphthalene	91-57-6	BRL	mg/kg dw	1	.333				
Method Blank	Acenaphthene	83-32-9	BRL	mg/kg dw	1	.333				
Method Blank	Acenaphthylene	208-96-8	BRL	mg/kg dw	1	.333				
Method Blank	Anthracene	120-12-7	BRL	mg/kg dw	1	.333				
Method Blank	Benzo(a)anthracene	56-55-3	BRL	mg/kg dw	1	.333				
Method Blank	Benzo(a)pyrene	50-32-8	BRL	mg/kg dw	1	.333				
Method Blank	Benzo(b)fluoranthene	205-99-2	BRL	mg/kg dw	1	.333				
Method Blank	Benzo(g,h,i)perylene	191-24-2	BRL	mg/kg dw	1	.333				
Method Blank	Benzo(k)fluoranthene	207-08-9	BRL	mg/kg dw	1	.333				
Method Blank	Chrysene	218-01-9	BRL	mg/kg dw	1	.333				
Method Blank	Dibenzo(a,h)anthracene	53-70-3	BRL	mg/kg dw	1	.333				
Method Blank	Fluoranthene	206-44-0	BRL	mg/kg dw	1	.333				
Method Blank	Fluorene	86-73-7	BRL	mg/kg dw	1	.333				
Method Blank	Indeno(1,2,3-cd)pyrene	193-39-5	BRL	mg/kg dw	1	.333				
Method Blank	Naphthalene	91-20-3	BRL	mg/kg dw	1	.333				
Method Blank	Phenanthrene	85-01-8	BRL	mg/kg dw	1	.333				
Method Blank	Pyrene	129-00-0	BRL	mg/kg dw	1	.333				
Method Blank	2,4,6-Tribromophenol (Surr)	118-79-6	78.0		1					
Method Blank	2-Fluorobiphenyl (Surr)	132-60-8	72.4		1					
Method Blank	2-Fluorophenol (Surr)	367-12-4	65.5		1					
Method Blank	Nitrobenzene-d5 (Surr)	4165-60-0	68.9		1					
Method Blank	Phenol-d5 (Surr)		59.5		1					
Method Blank	p-Terphenyl-d14 (Surr)	1718-51-0	86.2		1					

QC Type: LCS/LCSD										
Parameter	LCS Spk Amt	LCS Result	LCS % Rec	LCSD Spk Amt	LCSD Result	LCS % Rec	RPD	RPD CtrlLimit	% Rec CtrlLimit	Qual
1-Methylnaphthalene	1.0	0.879	87.9	1.0	0.958	95.8	8.60	40	41.8-129	
2-Methylnaphthalene	1.0	0.922	92.2	1.0	1.00	100.0	8.10	40	52.9-114	
Acenaphthene	1.0	0.891	89.1	1.0	0.937	93.7	5.00	40	50.1-117	
Acenaphthylene	1.0	0.966	96.6	1.0	1.01	101.0	4.50	40	42.9-117	
Anthracene	1.0	1.07	107.0	1.0	1.12	112.0	4.60	40	60.4-122	
Benzo(a)anthracene	1.0	0.967	96.7	1.0	1.02	102.0	5.30	40	64.7-124	
Benzo(a)pyrene	1.0	0.967	96.7	1.0	1.01	101.0	4.40	40	56-118	
Benzo(b)fluoranthene	1.0	1.20	120.0	1.0	1.09	109.0	9.60	40	56.9-122	
Benzo(g,h,i)perylene	1.0	0.979	97.9	1.0	1.06	106.0	7.90	40	32.9-150	

Date: 10/26/2017 19:50

QUALITY CONTROL DATA

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

2720 Gregory St. Unit 200 Savannah, Georgia 31404 Tel: (912) 944-3748 Fax: (912) 234-9294

Analysis: Semivolatile Organic Compounds - Soils

Method: SW-846 8270D

Reporting Units: mg/kg dw

QC Batch ID: Qb17102506

Created Date: 10/25/2017 16:24 Created By: LBarlow

Samples in this QC Batch: 17102502,01,02

QC Type: LCS/LCSD											
Parameter	LCS Spk		LCS %	LCSD Spk		LCSD	LCS % Rec	RPD	RPD	% Rec	Qual
	Amt	LCS Result	Rec	Amt	Result	CtrlLimit			CtrlLimit		
Benzo(k)fluoranthene	1.0	1.04	104.0	1.0	1.12	112.0	7.40	40	47.8-122		
Chrysene	1.0	0.904	90.4	1.0	0.931	93.1	2.90	40	58-128		
Dibenzo(a,h)anthracene	1.0	0.900	90.0	1.0	1.04	104.0	14.40	40	25.9-174		
Fluoranthene	1.0	0.982	98.2	1.0	1.02	102.0	3.80	40	46.8-137		
Fluorene	1.0	0.940	94.0	1.0	0.919	91.9	2.30	40	48.1-123		
Indeno(1,2,3-cd)pyrene	1.0	0.927	92.7	1.0	1.02	102.0	9.60	40	30-158		
Naphthalene	1.0	0.832	83.2	1.0	0.892	89.2	7.00	40	52.8-108		
Phenanthrene	1.0	0.949	94.9	1.0	0.988	98.8	4.00	40	59.3-122		
Pyrene	1.0	0.980	98.0	1.0	1.02	102.0	4.00	40	58.8-117		
2,4,6-Tribromophenol (Surr)	2.0	2.35	118.0	2.0	2.00	100.0			49.3-138		
2-Fluorobiphenyl (Surr)	1.3	1.01	77.7	1.3	0.990	76.2			41.4-111		
2-Fluorophenol (Surr)	2.0	1.42	71.0	2.0	1.43	71.5			37.1-101		
Nitrobenzene-d5 (Surr)	1.3	0.945	72.7	1.3	1.01	77.7			35.2-104		
Phenol-d5 (Surr)	2.0	1.41	70.5	2.0	1.45	72.5			36.1-96.7		
p-Terphenyl-d14 (Surr)	1.3	1.21	93.1	1.3	1.18	90.8			54.9-118		

Refer to the Definition page for terms.

CASE NARRATIVE

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Client Name: Terracon
Project ID: West Lumber
Date Received: 10/25/2017
Collected By: JJ

There were no analytical problems encountered. All results and quality control were within the laboratory's established limits.

DRO and GRO were subcontracted to Pace Analytical Atlanta. The data is on a separate report.

Released By: PGrimm

Title: Technical Director

TERM AND QUALIFIER DEFINITION

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

General Term Definition

Conc.	Concentration
DF	Dilution Factor - the factor applied to the reported data due to sample preparation, dilution, or moisture content
ND	Non Detect - Not Detected at or above adjusted reporting limit
J	Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit
RL	adjusted Reporting Limit (QL – Quantification Limit)
MDL	adjusted Method Detection Limit (LOD – Limit of Detection)
RegLimit	Regulatory Limit
mg/l	Milligrams per Liter
mg/kg	Milligrams per Kilogram
ppm	Parts per Million
µg/L	Micrograms per Liter
µg/g	Micrograms per Gram
ppb	Parts per Billion
gr/gal	Grains per Gallon
SU	Standard Units
CCU	Cobalt Color Units
NTU	Nephelometric Turbidity Units
µS/cm	Microsiemens per cm at 25C
P/A	Presence/Absence
CFU	Colony Forming Units
MPN	Most Probable Number
RB	Reagent Blank
MB	Method Blank
LCS	Laboratory Control Sample
LCSD	Laboratory Control Sample Duplicate
LFM	Laboratory Fortified Matrix (MS – Matrix Spike)
LFMD	Laboratory Fortified Matrix Duplicate (MSD – Matrix Spike Duplicate)
DUP	Sample Duplicate
RPD	Relative Percent Difference
%Rec	Percent Recovery
TNTC	Too numerous to count
NC	Not Calculable
SG	Silica Gel - Clean-Up
BRL	Below Reporting Limit
BDL	Below Detection Limit

Qualifier Definition

M	Estimated value-The reported value failed the established quality control criteria for accuracy and /or precision.
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SAMPLE SUMMARY

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Client Project ID :
West Lumber

Report To : Client Name: Terracon
Client Address: 2201 Rowland Ave.
City, State, Zip: Savannah, GA, 31404

Attn: Leah Moore
P.O.#.:

The laboratory has analyzed the following samples:

Client Sample ID	Matrix	Sample ID	Date Received	Date Collected	Collected by
SS-1	Soil	17102502.01	10/25/2017 8:10	10/24/2017 10:10	JJ
SP-1	Soil	17102502.02	10/25/2017 8:10	10/24/2017 10:15	JJ

Date: 10/26/2017 19:50

SAMPLE PREPARATION INFORMATION

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Client Name:	Terracon	Attn:	Leah Moore		
Project Name:	West Lumber	Date:	10/26/2017		
Sample ID	Test	Prep Method	Date Prepared	Analyst	Prep Batch ID
17102502.01	% Moisture	SM2540b	10/25/2017 16:35	ppanhorst	PB17102507
17102502.01	SVOA-Terracon Soil	SW3550c	10/25/2017 11:11	LBarlow	PB17102506
17102502.01	VOC-Terracon Soil	SW5035	10/25/2017 09:30	ppanhorst	PB17102407
17102502.02	% Moisture	SM2540b	10/25/2017 16:35	ppanhorst	PB17102507
17102502.02	SVOA-Terracon Soil	SW3550c	10/25/2017 11:11	LBarlow	PB17102506
17102502.02	VOC-Terracon Soil	SW5035	10/25/2017 09:30	ppanhorst	PB17102407

Date: 10/26/2017 19:50

SAMPLE CONDITION CHECKLIST

Job ID : 17102502



Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Client Name : Terracon		Contact : Leah Moore
Client Address : 2201 Rowland Ave.		Contact Phone : 912-629-4000
JobID : 17102502	Date Received : 10/25/2017	Time Received : 08:10 AM
Temperature : 2.8	Sample pH :	
ThermometerID : 170145743	pHPaperID :	

Comments : Include actions taken to resolve discrepancies/problem:

	Check Points	Yes	No	N/A
1	All samples were logged or labeled.	✓		
2	Bottle count on C-O-C matches bottle found.	✓		
3	C-O-C signed and dated.	✓		
4	Cooler seal present and signed.	✓		
5	If requested, sample(s) received with signed sample custody seal			✓
6	Sample amount is sufficient for analyses requested	✓		
7	Sample containers arrived in tact. (if no, comment)	✓		
8	Sample ID lables Match C-O-C ID's	✓		
9	Sample received at 6°C or Less	✓		
10	Sample(s) in a cooler.	✓		
11	Sample(s) were received at the proper pH.	✓		
12	Sample(s) were received in appropriate contatiner. (If no, comment)	✓		
13	Samples accepted.	✓		
14	Samples received within holding time for analysis requested	✓		
15	Zero headspace in liquid VOA vials			✓

CheckIn By : Elizabeth Grimm

CheckIn Date : 10/25/2017

COMMERCIAL LABORATORY STIPULATION

Georgia Rules for Commercial Environmental Laboratory Accreditation Chapter 391-3-26

Job ID : 17102502



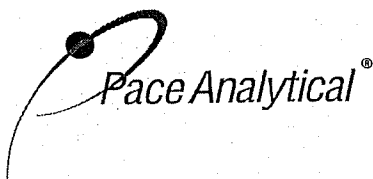
Avery Laboratories &
Environmental Services, LLC

■ 2720 Gregory St. Unit 200 ■ Savannah, Georgia 31404 ■ Tel: (912) 944-3748 ■ Fax: (912) 234-9294 ■

Laboratory: Avery Laboratories and Environmental Services, LLC
Accreditor: NELAC: State of Florida, Department of Health, Bureau of Laboratories
Accreditation ID: E87941
Scope: NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS
Effective Date: July 1, 2016
Expiration Date: July 1, 2017

As per the Georgia EPD Rules and Regulations for Commercial Laboratories, Avery Laboratories and Environmental Services - Savannah is accredited by the Florida Department of Health under the National Environmental Laboratory Approval Program (NELAP). If you have any further questions regarding accreditation status for Avery Laboratories and Environmental Services, please contact: Paul Grimm.

Avery Laboratories and Environmental Services, LLC
2720 Gregory St. Unit 200
Savannah, GA 31404
Phone: (912) 944-3748
Fax: (912) 234-9294



PACE ANALYTICAL SERVICES, LLC.

Environmental Monitoring & Laboratory Analysis
110 Technology Parkway, Peachtree Corners, GA 30092
(770) 734-4200 FAX (770) 734-4201

Laboratory Report

Prepared For:

Avery Laboratories & Environmental Services

2720 Gregory St. Unit 200

Savannah, GA 31404

Attention: Mr. Paul Grimm

Report Number: AAJ0883

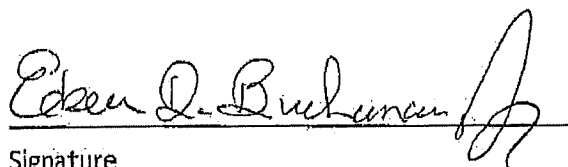
October 27, 2017

Project: Terracon

Project #:17102502

We appreciate the opportunity to provide the analytical support for your project. The analytical results in this report are based upon information supplied by you, the client, and are for your exclusive use. If you have any questions regarding this data package, please do not hesitate to call.

Approved:


Signature

This report may not be reproduced, except in full, without written approval from Pace Analytical Services, LLC. Pace Analytical Services, LLC. certifies that the following analytical results meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).
All test results relate only to the samples analyzed.



PACE ANALYTICAL SERVICES, LLC.

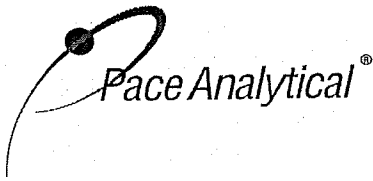
Environmental Monitoring & Laboratory Analysis
110 Technology Parkway, Peachtree Corners, GA 30092
(770) 734-4200 FAX (770) 734-4201

October 27, 2017

Avery Laboratories & Environmental Service
2720 Gregory St. Unit 200
Savannah GA, 31404
Attention: Mr. Paul Grimm

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
SS-1	AAJ0883-01	Soil	10/24/17 10:10	10/26/17 08:00
SP-1	AAJ0883-02	Soil	10/24/17 10:15	10/26/17 08:00



PACE ANALYTICAL SERVICES, LLC.

Environmental Monitoring & Laboratory Analysis
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 (770) 734-4200 FAX (770) 734-4201

October 27, 2017

Avery Laboratories & Environmental Services
 2720 Gregory St. Unit 200
 Savannah GA, 31404
 Attention: Mr. Paul Grimm

Report No.: AAJ0883
 Client ID: SS-1
 Date/Time Sampled: 10/24/2017 10:10:00AM
 Matrix: Soil

Project: Terracon
 Lab Number ID: AAJ0883-01
 Date/Time Received: 10/26/2017 8:00:00AM

Analyte	Result	RL	Units	Method	Qual.	DF	Preparation Date	Analytical Date	Batch	Init.
General Chemistry										
% Solids	81.0	0.04	% by Weight	SOP Moisture		1	10/26/17 8:30	10/26/17 8:30	7100781	JPT
Volatile Organics										
Gasoline Range Organics	ND	6.5	mg/kg dry	EPA 8015C		50	10/26/17 11:00	10/26/17 14:38	7100826	JG
Surrogate: 2,5-Dibromotoluene	99 %	10-195		EPA 8015C			10/26/17 11:00	10/26/17 14:38	7100826	
Semivolatile Organics										
Diesel Range Organics	ND	8.5	mg/kg dry	EPA 8015C		1	10/26/17 13:05	10/26/17 16:40	7100796	SFI
Surrogate: o-Terphenyl	21 %	50-150		EPA 8015C	S-04		10/26/17 13:05	10/26/17 16:40	7100796	



PACE ANALYTICAL SERVICES, LLC.

Environmental Monitoring & Laboratory Analysis
 110 Technology Parkway, Peachtree Corners, GA 30092
 (770) 734-4200 FAX (770) 734-4201

October 27, 2017

Avery Laboratories & Environmental Services
 2720 Gregory St. Unit 200
 Savannah GA, 31404
 Attention: Mr. Paul Grimm

Report No.: AAJ0883

Project: Terracon

Client ID: SP-1

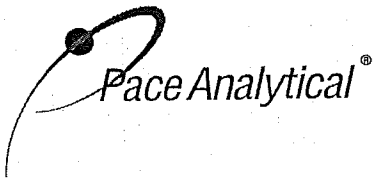
Lab Number ID: AAJ0883-02

Date/Time Sampled: 10/24/2017 10:15:00AM

Date/Time Received: 10/26/2017 8:00:00AM

Matrix: Soil

Analyte	Result	RL	Units	Method	Qual.	DF	Preparation Date	Analytical Date	Batch	Init.
General Chemistry										
% Solids	85.5	0.04	% by Weight	SOP Moisture		1	10/26/17 8:30	10/26/17 8:30	7100781	JPT
Volatile Organics										
Gasoline Range Organics	ND	5.3	mg/kg dry	EPA 8015C		50	10/26/17 11:00	10/26/17 15:09	7100826	JG
Surrogate: 2,5-Dibromotoluene	106 %	10-195		EPA 8015C			10/26/17 11:00	10/26/17 15:09	7100826	
Semivolatile Organics										
Diesel Range Organics	ND	8.1	mg/kg dry	EPA 8015C		1	10/26/17 13:05	10/26/17 17:01	7100796	SFI
Surrogate: o-Terphenyl	29 %	50-150		EPA 8015C	S-04		10/26/17 13:05	10/26/17 17:01	7100796	



PACE ANALYTICAL SERVICES, LLC.

Environmental Monitoring & Laboratory Analysis
 110 Technology Parkway, Peachtree Corners, GA 30092
 (770) 734-4200 FAX (770) 734-4201

October 27, 2017

Avery Laboratories & Environmental Services
 2720 Gregory St. Unit 200
 Savannah GA, 31404
 Attention: Mr. Paul Grimm

Report No.: AAJ0883

General Chemistry - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qual
Batch 7100781 - % Solids										
Duplicate (7100781-DUP1)		Source: AAJ0790-01			Prepared & Analyzed: 10/26/17					
% Solids	83.7	0.04	% by Weight		84.6			1	10	
Duplicate (7100781-DUP2)		Source: AAJ0883-01			Prepared & Analyzed: 10/26/17					
% Solids	82.5	0.04	% by Weight		81.0			2	10	



PACE ANALYTICAL SERVICES, LLC.

Environmental Monitoring & Laboratory Analysis
 110 Technology Parkway, Peachtree Corners, GA 30092
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Avery Laboratories & Environmental Services
 2720 Gregory St. Unit 200
 Savannah GA, 31404
 Attention: Mr. Paul Grimm

October 27, 2017

Report No.: AAJ0883

Volatile Organics - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qual
Batch 7100826 - EPA 5035										
Blank (7100826-BLK1)					Prepared & Analyzed: 10/26/17					
Gasoline Range Organics	ND	5.0	mg/kg wet							
Surrogate: 2,5-Dibromotoluene	53		ug/kg	50.000		105	10-195			
LCS (7100826-BS1)					Prepared & Analyzed: 10/26/17					
Gasoline Range Organics	0.5	0.1	mg/kg wet	0.50000		92	37-178			
Surrogate: 2,5-Dibromotoluene	51		ug/kg	50.000		103	10-195			
Matrix Spike (7100826-MS1)					Source: AAJ0883-01 Prepared & Analyzed: 10/26/17					
Gasoline Range Organics	30	6.5	mg/kg dry	32.652	ND	90	10-175			
Surrogate: 2,5-Dibromotoluene	49		ug/kg	50.000		99	10-195			
Matrix Spike Dup (7100826-MSD1)					Source: AAJ0883-01 Prepared & Analyzed: 10/26/17					
Gasoline Range Organics	29	6.5	mg/kg dry	32.652	ND	90	10-175	0.4	75	
Surrogate: 2,5-Dibromotoluene	49		ug/kg	50.000		97	10-195			



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Environmental Monitoring & Laboratory Analysis
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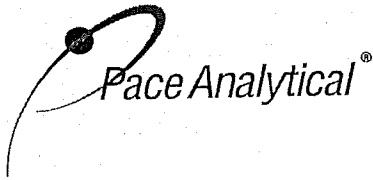
October 27, 2017

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 Savannah GA, 31404
 Attention: Mr. Paul Grimm

Report No.: AAJ0883

Semivolatile Organics - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qual
Batch 7100796 - EPA 3546										
Prepared & Analyzed: 10/26/17										
Blank (7100796-BLK1)										
Diesel Range Organics	ND	6.9	mg/kg wet							
Surrogate: o-Terphenyl	2.81		mg/kg wet	3.2992		85	50-150			
Prepared & Analyzed: 10/26/17										
LCS (7100796-BS1)										
Diesel Range Organics	23	7.0	mg/kg wet	33.245		70	39-120			
Surrogate: o-Terphenyl	2.93		mg/kg wet	3.3245		88	50-150			
Prepared & Analyzed: 10/26/17										
Matrix Spike (7100796-MS1)										
Source: AAJ0883-01										
Diesel Range Organics	25	8.6	mg/kg dry	40.775	7	43	10-126			
Surrogate: o-Terphenyl	0.869		mg/kg dry	4.0775		21	50-150			S-04
Prepared & Analyzed: 10/26/17										
Matrix Spike Dup (7100796-MSD1)										
Source: AAJ0883-01										
Diesel Range Organics	11	8.6	mg/kg dry	41.005	7	10	10-126	75	37	QR-02
Surrogate: o-Terphenyl	0.784		mg/kg dry	4.1005		19	50-150			S-04



PACE ANALYTICAL SERVICES, LLC.

Environmental Monitoring & Laboratory Analysis
110 Technology Parkway, Peachtree Corners, GA 30092
(770) 734-4200 FAX (770) 734-4201

October 27, 2017

Avery Laboratories & Environmental Services
2720 Gregory St. Unit 200
Savannah GA, 31404
Attention: Mr. Paul Grimm

Laboratory Certifications

Code	Description	Number	Expires
GADW	Georgia DW Inorganics Eff: 07/01/2016	812	06/30/2018
GADWM	Georgia DW Microbiology Eff: 07/01/2015	812	12/09/2019
NC	North Carolina	381	12/31/2017
NELAC	FL DOH (Non-Pot. Water, Solids) Eff:: 07/01/2016	E87315	06/30/2018
NELDW	FL DOH NELAC (Drinking Water) Eff: 07/01/2016	E87315	06/30/2018
SC	South Carolina	98011001	10/31/2017
TX	Texas	T104704397-08-TX	03/31/2018
VA	Virginia	460204	12/14/2017



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Savannah GA, 31404
Attention: Mr. Paul Grimm

October 27, 2017

Legend

Definition of Laboratory Terms

- ND - None Detected at the Reporting Limit
- TIC - Tentatively Identified Compound
- CFU - Colony Forming Units
- SOP - Method run per Pace Standard Operating Procedure
- RL - Reporting Limit
- DF - Dilution Factor
- * - Analyte not included in the NELAC list of certified analytes.

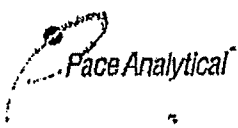
Sample Information

N-Nitrosodiphenylamine breaks down to diphenylamine in the GCMS; both analytes are reported as N-Nitrosodiphenylamine. Pace is not NELAC certified for diphenylamine.
Phthalic acid and phthalic anhydride are reported as dimethyl phthalate
Maleic acid and maleic anhydride are reported as dimethyl malate
1,2-Diphenylhydrazine breaks down to azobenzene in the GCMS; both analytes are reported as azobenzene
Drinking Water Records will be available for at least 5 years and are subject to disposal after the 5 years have elapsed.

Definition of Qualifiers

- S-04** The surrogate recovery for this sample is outside of established control limits due to a suspected sample matrix effect.
- QR-02** The RPD result exceeded the QC control limits; however, both percent recoveries were acceptable. Sample results for the QC batch were accepted based on percent recoveries.

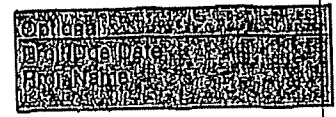
Note: Unless otherwise noted, all results are reported on an as received basis.



Sample Condition Upon Receipt

Client Name: Avery Lab. Project # AAJ0883

Courier: Fed Ex UPS USPS Client Commercial Pace Other _____
 Tracking #: 7705 8510 4420
 Custody Seal on Cooler/Box Present: yes no Seals Intact: yes no
 Packing Material: Bubble Wrap Bubble Bags None Other _____
 Thermometer Used IR-4 Type of Ice: Wet Blue None Samples on ice, cooling process has begun
 Cooler Temperature 0.3 Biological Tissue is Frozen: Yes No
 Temp should be above freezing to 6°C



Date and Initials of person examining contents: 10/26/17 MR

Chain of Custody Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	1.	
Chain of Custody Filled Out:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	2.	
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.	
Sampler Name & Signature on COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	4.	
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5.	
Short Hold Time Analysis (<72hr):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	6.	
Rush Turn Around Time Requested:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	7.	
Sufficient Volume:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	8.	
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	9.	
-Pace Containers Used:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10.	
Filtered volume received for Dissolved tests	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11.	
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12.	
-Includes date/time/ID/Analysis Matrix:	<u>3</u>		
All containers needing preservation have been checked.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13.	
All containers needing preservation are found to be in compliance with EPA recommendation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		
exceptions: VOA, coliform, TOC, O&G, WI-DRO (water)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Initial when completed	Lot # of added preservative
Samples checked for dechlorination:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.	
Headspace in VOA/Vials (>6mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	15.	
Trip Blank Present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	16.	
Trip Blank Custody Seals Present	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		
Pace Trip Blank Lot # (if purchased):			

Client Notification/ Resolution: _____ Field Data Required? Y / N
 Person Contacted: _____ Date/Time: _____
 Comments/ Resolution: _____

Project Manager Review: _____ Date: _____

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e. out of hold, incorrect preservative, out of temp, incorrect containers)

APPENDIX C

GUST-29 Closure Activity Form

Georgia Department of Natural Resources

Environmental Protection Division
Underground Storage Tank Management Program
4244 International Parkway, Suite 104, Atlanta, Georgia 30354
404/362-2687

NOTICE DATE: October 27, 2017

GEORGIA UNDERGROUND STORAGE TANK (GUST) CLOSURE ACTIVITY FORM

For underground storage tanks (USTs), which will be permanently closed by removal or in-place, this form should be completed and submitted to the address above at least 30 days prior to the proposed closure. USTs should be closed within ninety (90) days after the proposed closure date as reported to EPD.

I. FACILITY INFORMATION:

Facility Name: Former West Lumber Facility
Contact Person: Robert B. Brannen, Jr. Telephone: (912) 644 5721
Address (location; P.O. Box not acceptable): 91 South College Street
City: Statesboro County: Bulloch Zip Code: 30458
Facility ID: Not yet assigned

II. UST INFORMATION: ("Contents" refer to last product contained in UST system)

Tank ID Number	Tank Size (gallons)	Contents of Tank	Type of Closure (mark one)			Date Last Used
			Removal	In-Place	Piping	
1	~550	Unknown	X			Unknown

III. UST OWNER:

UST Owner Name: Robert B. Brannen, Jr. of Aulbert & Bob Brannen Family Limited Partnership
Mailing Address: 1 West Park Avenue
City: Savannah State: GA Zip Code: 31401

IV. CONTRACTOR:

Company or Organization Name: Mill Creek Construction Company, Inc.
Contact Person: Dan Woodrum Telephone: (912) 764 3099
Mailing Address: 347 Woodrum Road N
City: Statesboro State: GA Zip Code: 30461

V. CLOSURE NOTIFICATION INFORMATION:

As UST owner, I certify that the information concerning permanent closure of the UST system referenced on this form is true to the best of my belief and knowledge, and that the requirements of Subpart G of Title 40 CFR Part 280 and the Georgia Environmental Protection Division Closure Guidance (GUST-9, as revised) will be met (not valid without owner signature).

Name (print): Robert B. Brannen, Jr., Attorney Title: UST / Property Owner Representative
Organization Name: Aulbert & Bob Brannen Family Limited Partnership
Telephone: (912) 644 5721

UST Owner Signature: 

Date: 11/1/17

APPENDIX D

EPA Form 7530 - UST Notification Data

STATE OF GEORGIA
NOTIFICATION DATA FOR UNDERGROUND STORAGE TANK

FACILITY ID: Not yet assigned

County: Bulloch

PART 1: Facility Data

Total Number of Active Tanks 0

OWNERSHIP OF TANKS:

Organization Name	Contact Name	Address	City	State	Zip	Phone Number	Fax Number	Email Address
Aulbert & Bob Brannen Family Limited Partnership	Robert B. Brannen, Jr.	1 West Park Avenue	Savannah	GA	31401	(912) 644 5721		Rbrannen@bouhan.co

OPERATOR OF TANKS - Class A Certified: (If you have more than 1 Class A Operator please list on additional Operator Class Data form. This form can be obtained at www.gaepd.org or by calling our office 404-362-2687)

Company Name	Operator Name	Address	City	State	Zip	Phone Number	Fax Number	Email Address
n/a								
Date started at this facility:	Date ended at this facility:	Certificate Number	Certificate Date					

OPERATOR OF TANKS - Class B Certified: (If you have more than 1 Class B Operator please list on additional Operator Class Data form. This form can be obtained at www.gaepd.org or by calling our office 404-362-2687)

Company Name	Operator Name	Address	City	State	Zip	Phone Number	Fax Number	Email Address
n/a								
Date started at this facility:	Date ended at this facility:	Certificate Number	Certificate Date					

LOCATION OF TANKS:

Facility Name	Contact Name	Location Address	Location City	State	Zip	Phone Number	Fax Number	Email Address
Former West Lumber Facility	Robert B. Brannen, Jr.	91 South College St	Statesboro	GA	30458	(912) 644 5721		Rbrannen@bouhan.co

FACILITY TYPE:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Aircraft Owner | <input type="checkbox"/> Educational | <input type="checkbox"/> Government City | <input type="checkbox"/> Petroleum Distributor |
| <input type="checkbox"/> Airline | <input type="checkbox"/> Farm | <input type="checkbox"/> Government County | <input type="checkbox"/> Railroad |
| <input type="checkbox"/> Auto Dealership | <input type="checkbox"/> Federal Military | <input type="checkbox"/> Government State | <input type="checkbox"/> Residential |
| <input checked="" type="checkbox"/> Commercial | <input type="checkbox"/> Federal Non-Military | <input type="checkbox"/> Hospital | <input type="checkbox"/> Truck/Transport |
| <input type="checkbox"/> Contractor | <input type="checkbox"/> Gas Station | <input type="checkbox"/> Industrial | <input type="checkbox"/> Utilities |

STATE OF GEORGIA
NOTIFICATION DATA FOR UNDERGROUND STORAGE TANK

FACILITY ID: Not yet assigned

County: Bulloch

FINANCIAL RESPONSIBILITY:

I meet the financial responsibility requirements of §12-13-9 Official Code of Georgia Annotated by providing or participating in one of the following financial assurance mechanisms.

Primary Financial Responsibility Mechanism: (check one)

Gust Trust Fund Risk Retention Group Guarantee Surety Bond
 Self-Insured Trust Fund (other than GUST) Letter of Credit Insurance

If a primary coverage mechanism other than GUST Trust Fund is checked provide the following information pursuant to GUST Rule 391-15-12(1)

Financial Responsibility Provider (Primary):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Mechanism ID Number: _____ Mechanism Anniversary Date: _____

Deductible Financial Responsibility Mechanism: (check one)

Note: If your primary Financial Responsibility Mechanism is provided through participation in GUST Trust Fund by payment of Environmental Assurance Fees, as required under GUST Rule 391-3-15-13, you must also check one of the following boxes indicating how coverage for the GUST Trust Fund \$10,000 deductible is being provided.

If your primary Financial Responsibility Mechanism is other than GUST Trust Fund and it has a deductible, you must also check one of the following boxes indicating how coverage for the deductible is being provided.

Surety Bond Risk Retention Group Guarantee Insurance
 Self-Insured Trust Fund (other than GUST) Letter of Credit

Provide the name and address of Financial Responsibility Provider for deductible pursuant to GUST Rule 391-15-12.

Financial Responsibility Provider (Deductible):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Mechanism ID Number: _____ Mechanism Anniversary Date: _____

STATE OF GEORGIA
NOTIFICATION DATA FOR UNDERGROUND STORAGE TANK

FACILITY ID: Not yet assigned

County: Bulloch

PART 2: Tank Data

Tank Status:

Tank ID	Install Date	Tank Age	Tank Capacity	Currently In Use	Temporarily Out of Use	Removed from Ground	Removed Date	Closed In Ground
1	unknown	unknown	550 gal	No	No	Yes	10/24/2017	No

Tank Status (Continued):

Tank ID	Date Closed In Ground	Date Last Used	Filled with Inert Material	Intent To Close Form (GUST-29) Received Date	Emergency Generator?
1	n/a	unknown	n/a	10/27/2017	No

Substance Stored in Tank:

Tank ID	Gas	Gasohol	Diesel	Kerosene	Used Oil	Aviation Fuel	New Oil
1	unknown	unknown	unknown	unknown	unknown	unknown	unknown

Hazardous Substance Stored in Tank:

Tank ID	Hazardous ID	Hazardous Name	Cas Number	Cercla Number
n/a				

Material of Construction:

Tank ID	Bare Steel	Steel-Impressed Current (Install Date)	Steel-Galvanic (Install Date)	STIP-3	Epoxy	Epoxy/Double Walled	Tank Jacket
1	X	unknown	unknown				

Material of Construction (Continued):

Tank ID	Fiberglass	Fiberglass/Double Walled	Composite	Composite/Double Walled	Lined Interior	Excavation Liner	Concrete (Historical Use Only)
1							

STATE OF GEORGIA
NOTIFICATION DATA FOR UNDERGROUND STORAGE TANK

FACILITY ID: Not yet assigned

County: Bulloch

Spill and Overfill:

Tank ID	Overfill Type	Overfill Install Date	Overfill Exempt	Spill Install Date	Spill Exempt
1	unknown	unknown	unknown	unknown	unknown

PART 3: Piping Data

Piping Status:

Tank ID	Install Date	Currently in Use	Temporarily Out of Use	Removed from Ground	Removed Date	Closed In Ground
1	unknown	No	No	Yes	10/24/2017	No

Piping Status (Continued):

Tank ID	Date Closed in Ground	Date Last Used	Filled with Inert Material	Intent To Close Form (GUST-29) Received Date
1	n/a	unknown	n/a	10/27/2017

Piping Material:

Tank ID	Install Date	Above Ground Piping	Bare Steel	Steel-Impressed Current (Install Date)	Steel-Galvanic (Install Date)	Fiberglass Reinforced Plastic
1	unknown	No	X	unknown	unknown	

Piping Material (Continued):

Tank ID	Fiberglass/Double Walled	Single Walled Flex	Double Walled Flex	Copper	Steel Secondary Containment	Double Walled (Historical Use Only)
1						

STATE OF GEORGIA
NOTIFICATION DATA FOR UNDERGROUND STORAGE TANK

FACILITY ID: Not yet assigned

County: Bulloch

Piping Type:

Tank ID	Suction: No Valve at Tank	Suction: Valve at Tank	Pressure	Gravity Fed
1	unknown	unknown	unknown	unknown

PART 4: Release Detection

Release Detection – Tank(s):

Tank ID	Automatic Tank Gauge	Interstitial Monitoring/ Secondary Containment	SIR (Statistical Inventory Reconciliation)	Inventory Control/Tank Tightness Testing	Manual Tank Gauging (Only valid for tanks <2000 gals)	Ground Water Monitoring
1	n/a	n/a	n/a	n/a	n/a	n/a

Release Detection – Tank(s) (Continued):

Tank ID	Vapor Monitoring (Not Stage II)	Exempt
1	n/a	n/a

Release Detection – Piping:

Tank ID	Mechanical Line Leak Detector	Electronic Line Leak Detector	Line Tightness Testing	Interstitial Monitoring/ Secondary Containment	SIR (Statistical Inventory Reconciliation)	Ground Water Monitoring	Vapor Monitoring (Not Stage II)	Exempt
1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

STATE OF GEORGIA
NOTIFICATION DATA FOR UNDERGROUND STORAGE TANK

FACILITY ID: Not yet assigned

County: Bulloch

PART 5: Certification

Oath of Installation:

I certify the information concerning installation of the UST system, release detection, and spill/overfill protection specified in Part 2, Tank Data is true to the best of my belief and knowledge.

Aulbert & Bob Brannen Family
Limited Partnership

Company

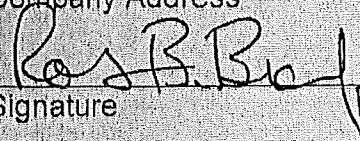
1 West Park Avenue,
Savannah, GA 31401

Company Address

Robert B. Brannen, Jr.

Authorized Representative

Signature



Attorney / Owner Representative
Title

(912) 644 5721

Telephone Number (include Area Code)

Date

11/1/17

Owner Certification:

I certify under penalty of law that I have personally examined and am familiar with the information submitted this and the attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete.

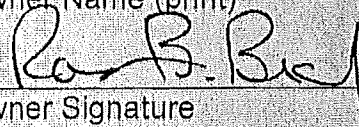
Robert B. Brannen, Jr.

Owner Name (print)

Attorney / Owner Representative

Title

Owner Signature



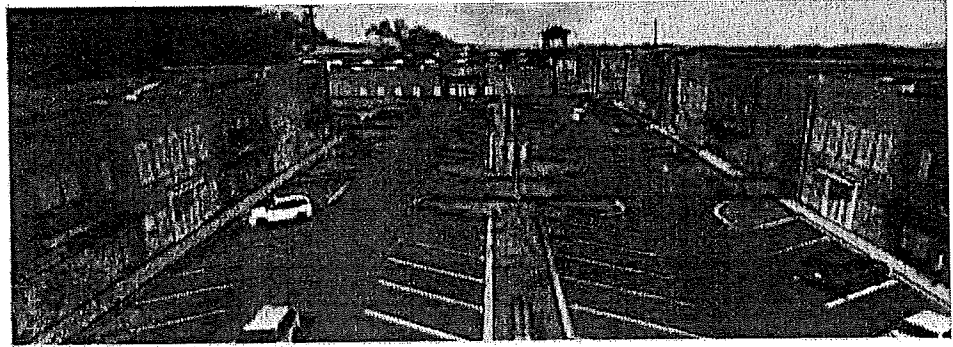
Date

11/1/17

SUPPORTING DOCUMENTS



DEVELOPMENT PLANS



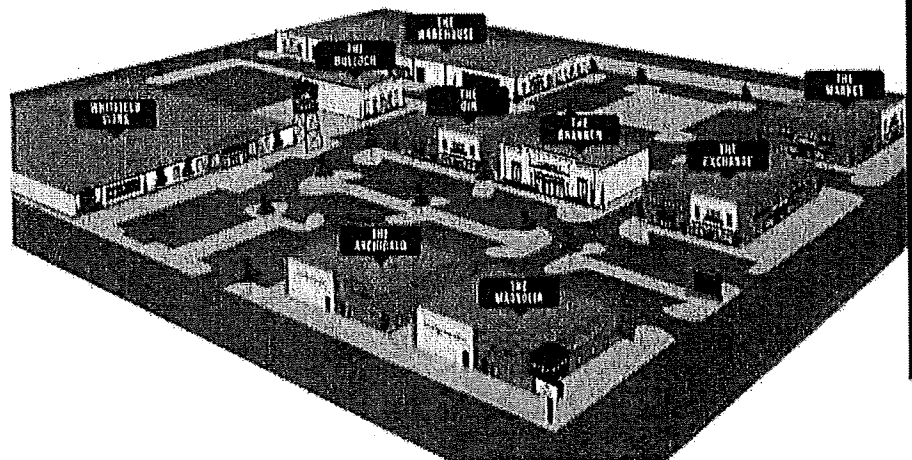
WORK • LIVE • PLAY



The West District is part of a rich history in Statesboro, Georgia. For decades, the site was home to a large tobacco warehouse before it was turned into The West Building Supply. Today, that history and architecture is being revived to become a state of the art work, live and play development. This site will offer professional office space downtown with parking and commercial sites to serve those businesses. The West District is offering ready to build pad sites, office space for lease and lofts for lease.

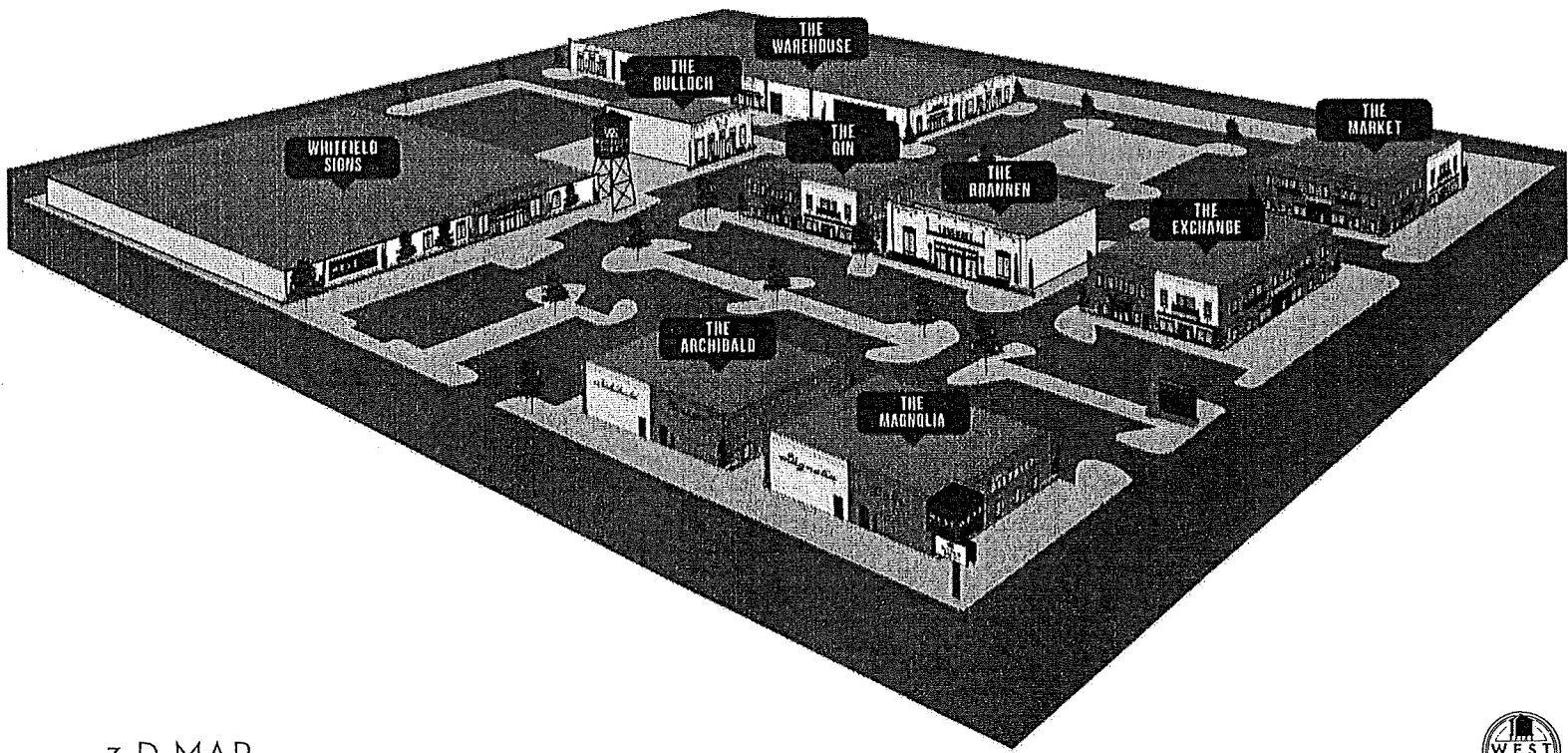
Location is everything and being at West will put you in walking distance to local boutiques, delectable dining, the galleries and stage of the Averitt Center of the Arts, the Statesboro Public Library, Georgia Southern University's City Campus, weekend farmers markets, festivals and so much more.

Downtown Statesboro is a blend of historic southern charm and a smart college town vibe. With the 2010 census, Statesboro was named the sixth fastest-growing city of our type in the nation. The city population now tops 29,000, while the Georgia Southern campus adds 20,000 students - all within minutes of the West District.



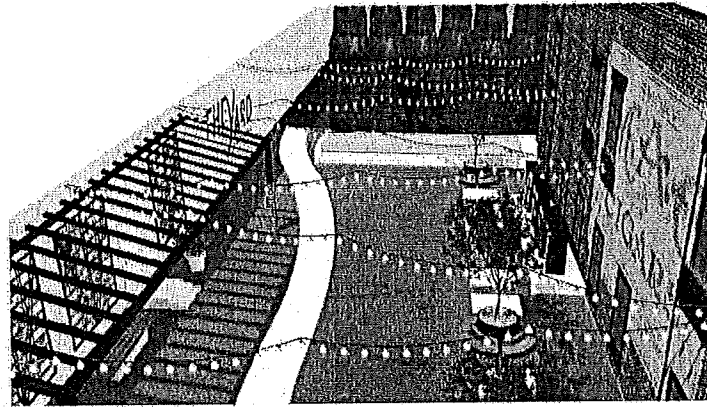
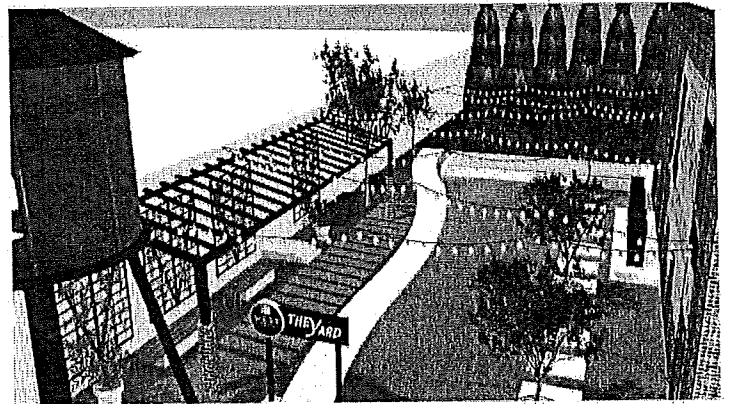
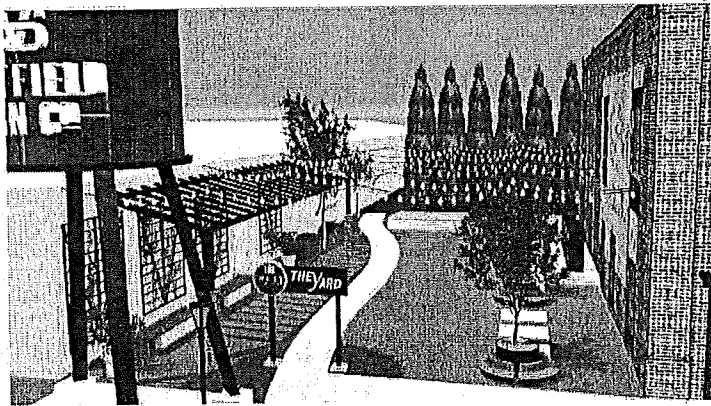
WESTSTATESBORO.COM





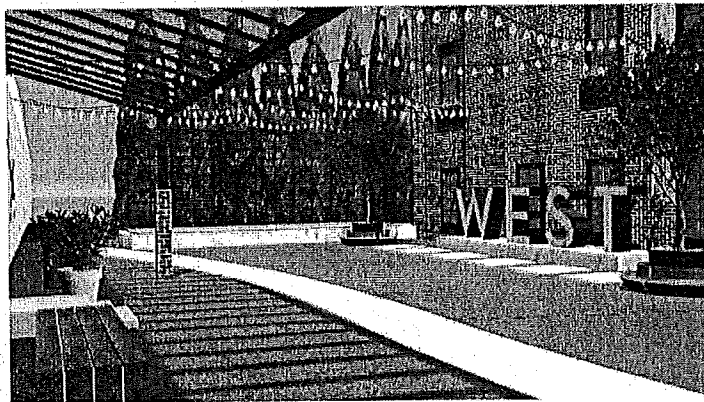
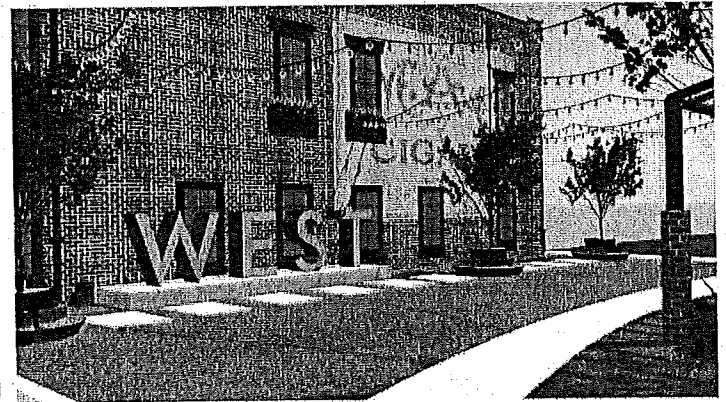
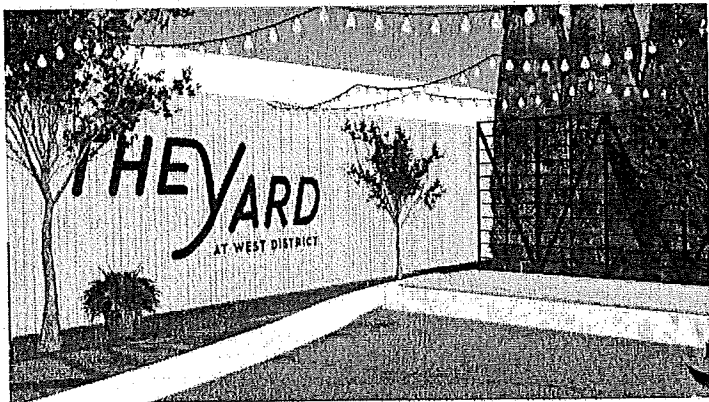
3-D MAP





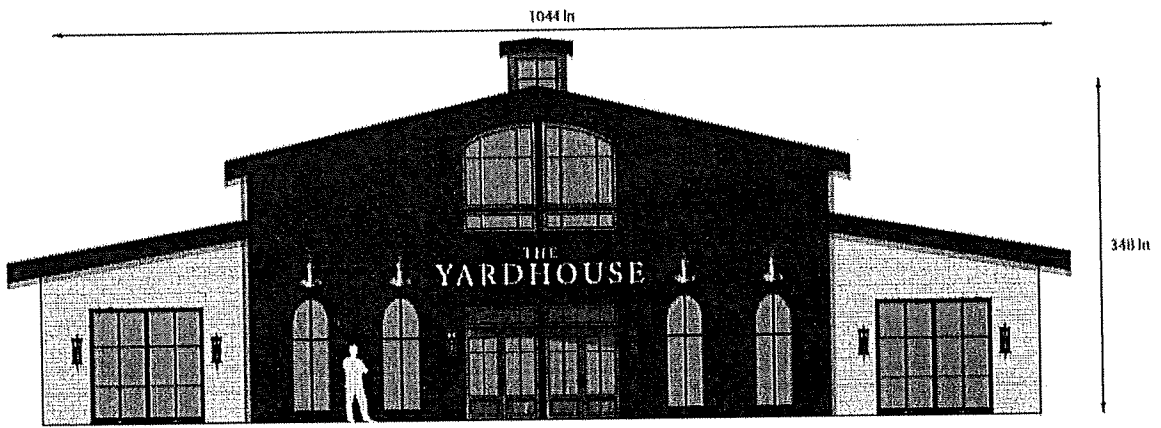
THE YARD - COMMUNITY EVENT / GREEN SPACE





THE YARD - COMMUNITY EVENT / GREEN SPACE

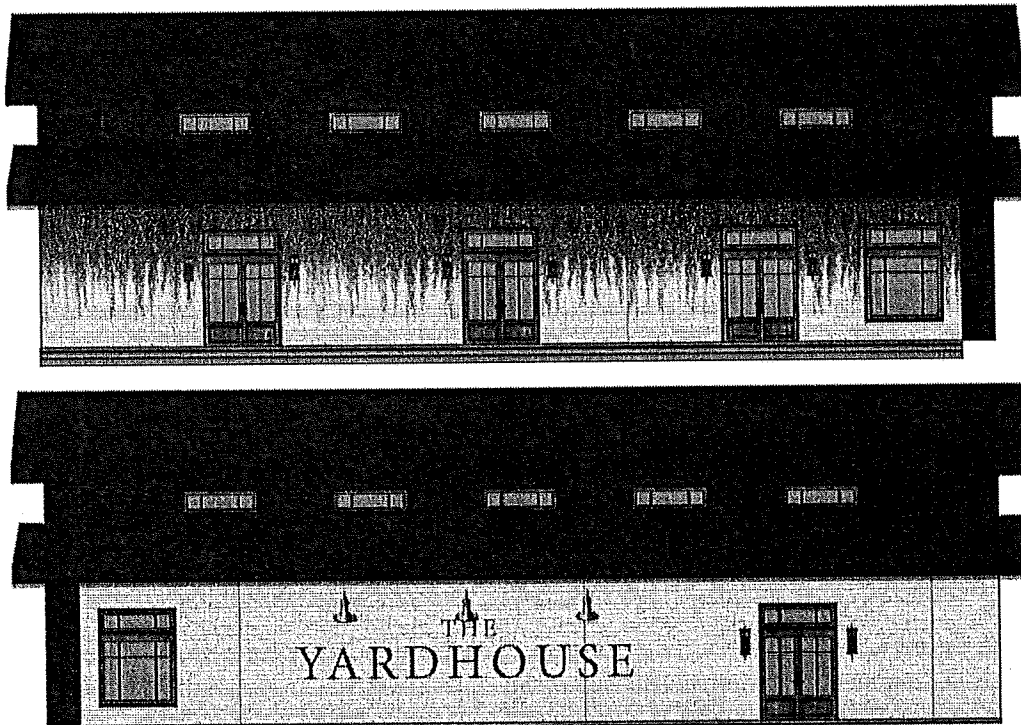




YARDHOUSE- FRONT ELEVATION

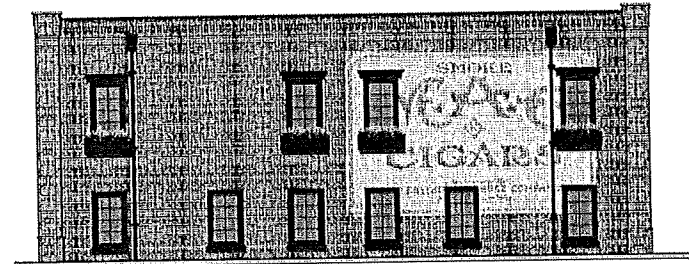
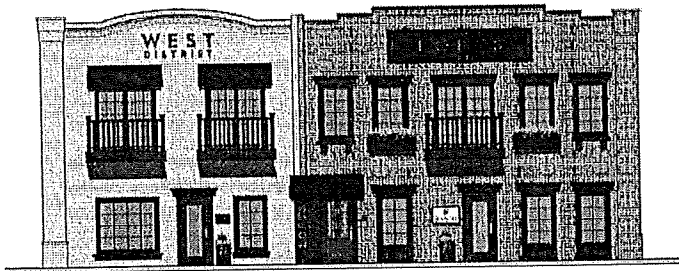
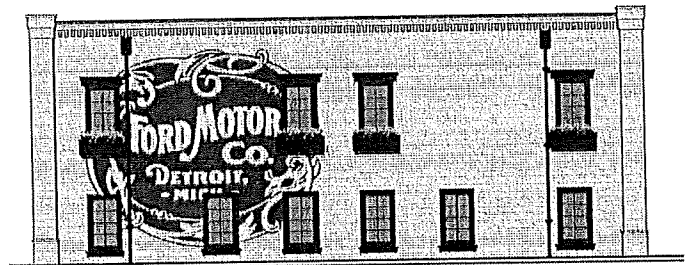
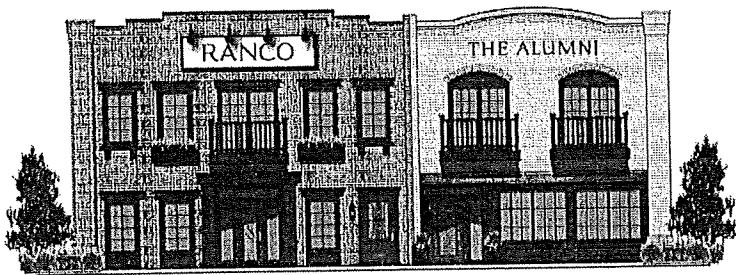


996 in



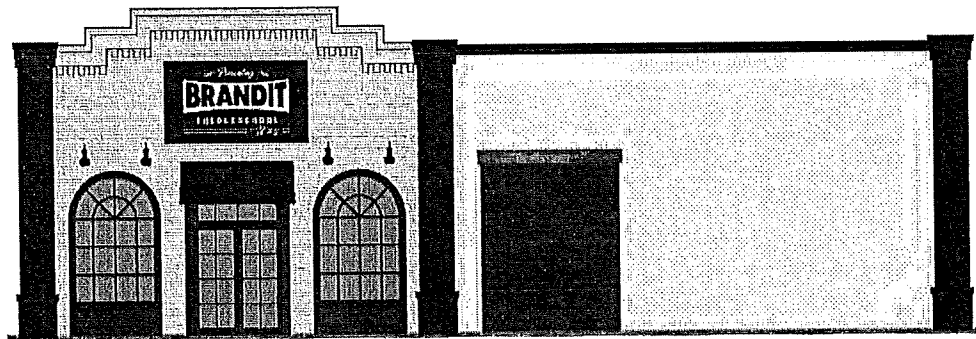
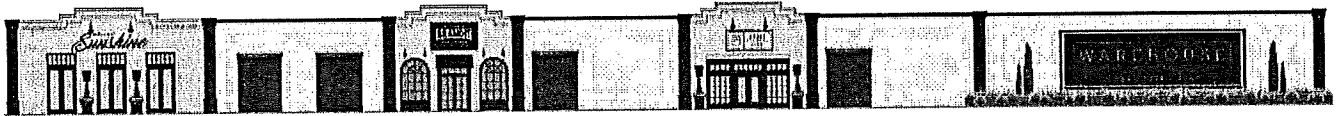
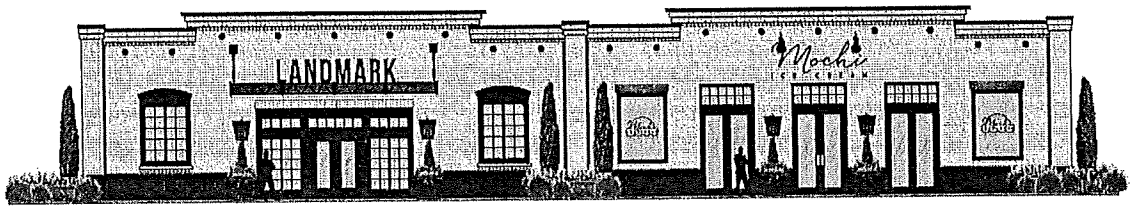
YARDHOUSE- THE YARD SIDE ELEVATION





WESTDISTRICTSTATESBORO.COM

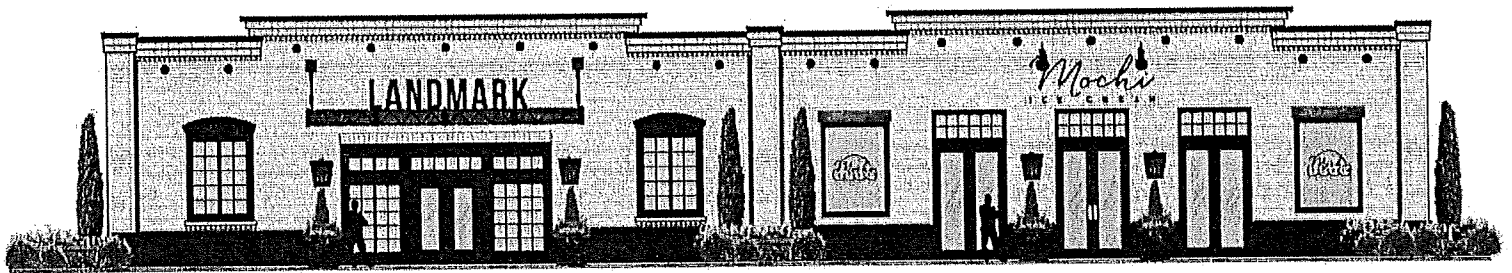
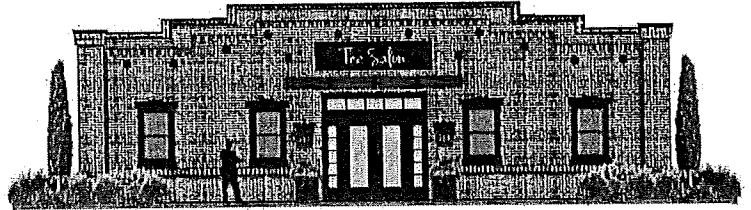
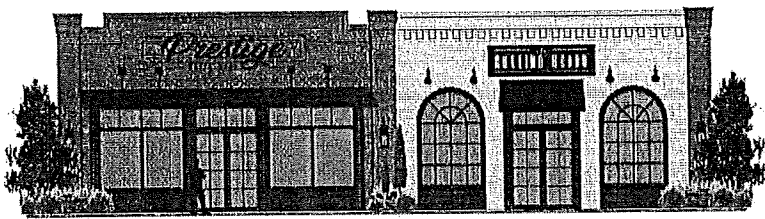




THE WAREHOUSE - PHASE 2

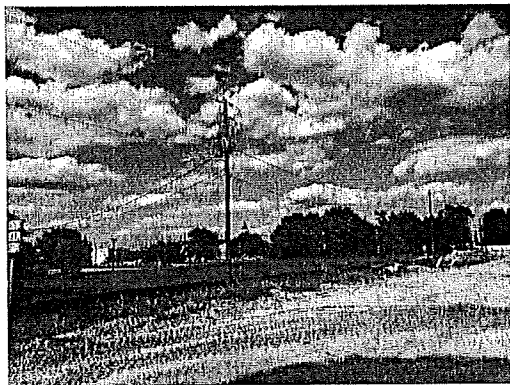
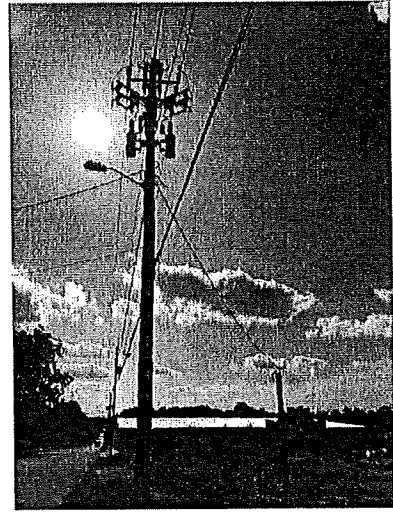
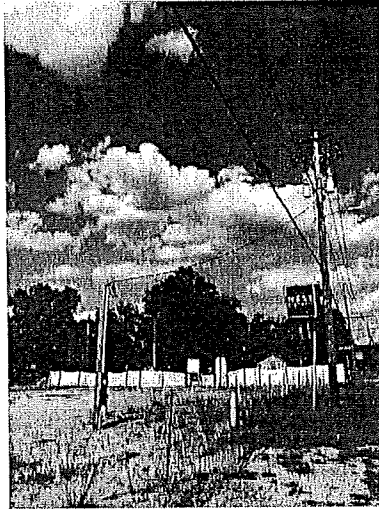
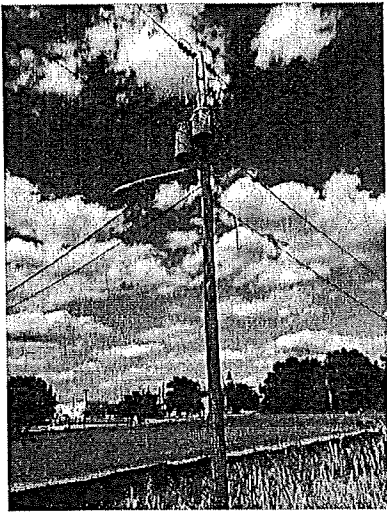


SAMPLE ELEVATIONS



WESTDISTRICTSTATESBORO.COM

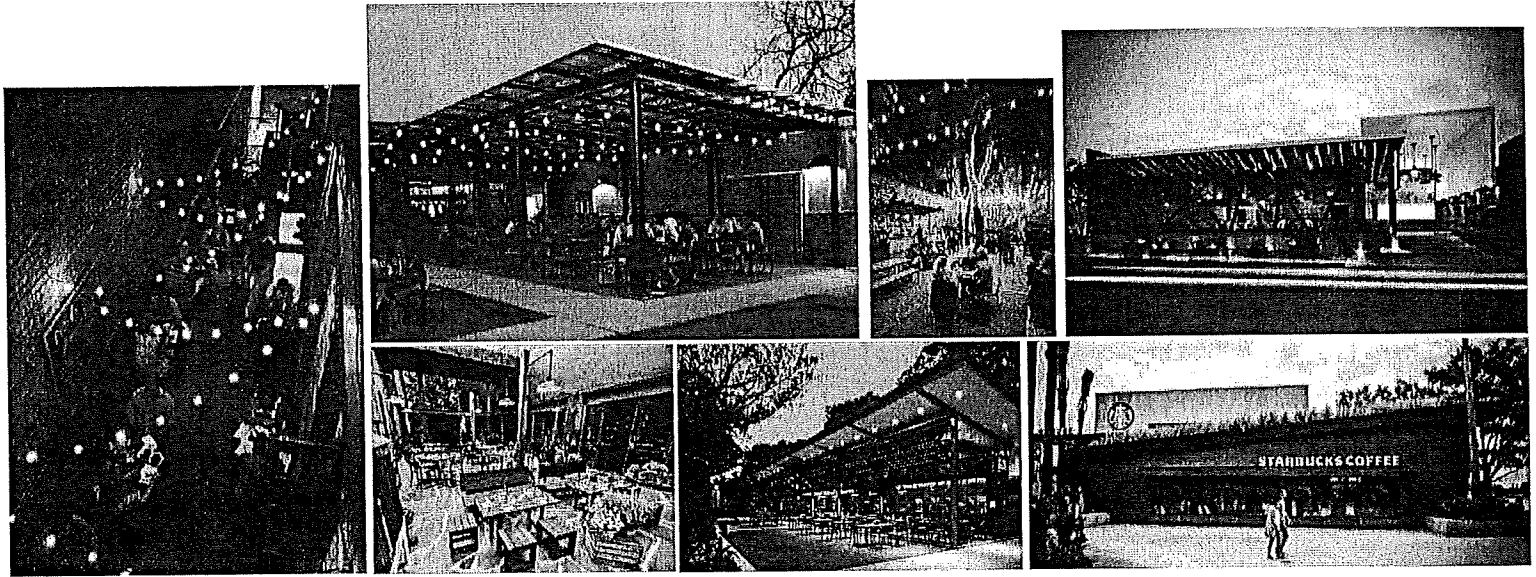




OVERHEAD UTILITIES



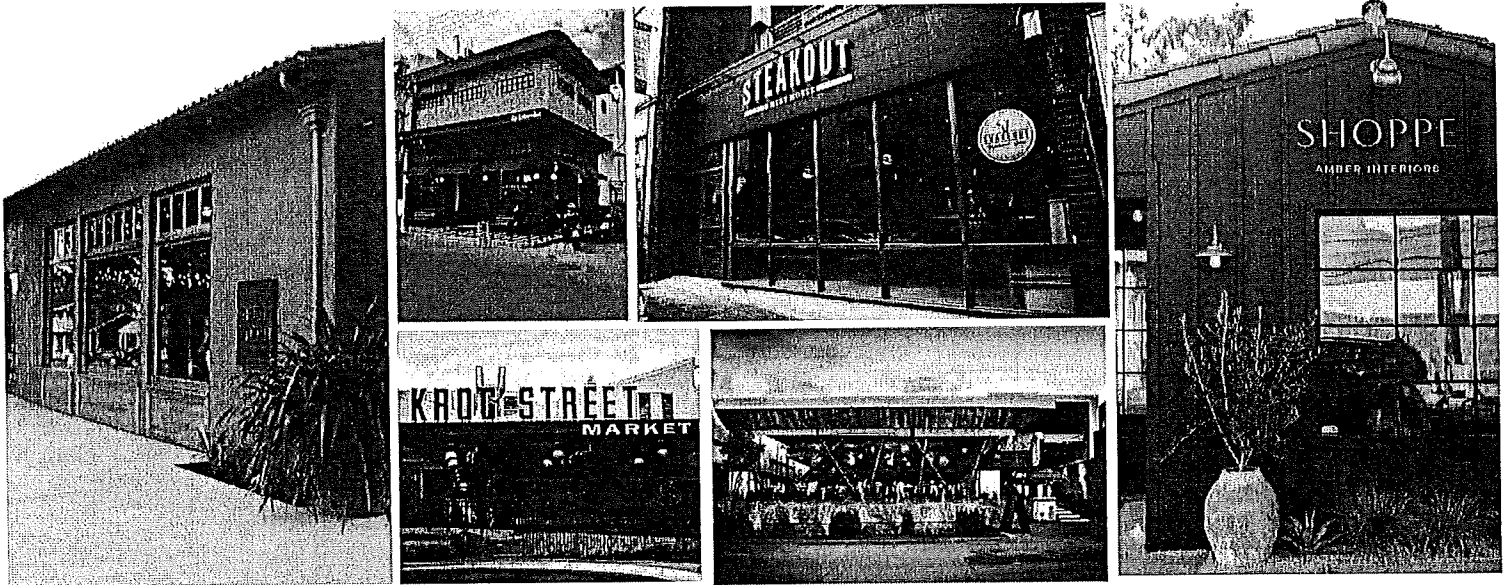
RESTAURANT ROW



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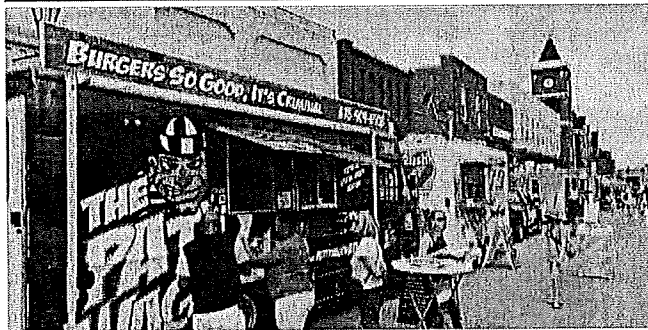
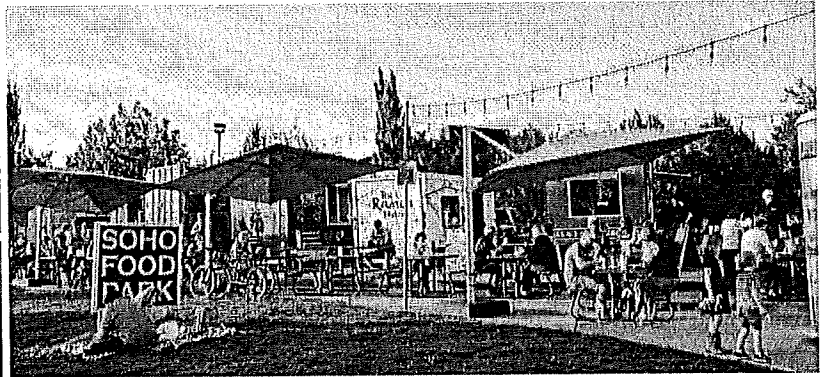
RESTAURANT ROW



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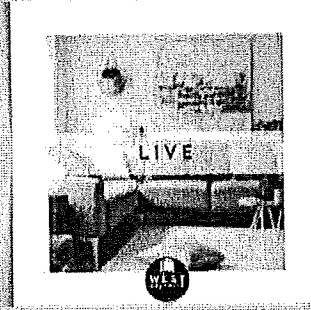
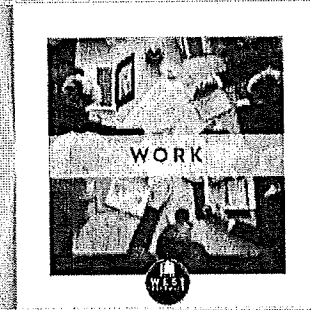
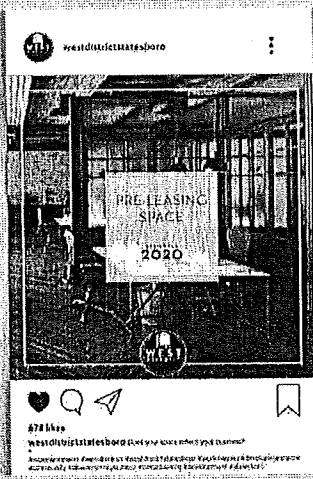


FOOD TRUCK FRIDAY

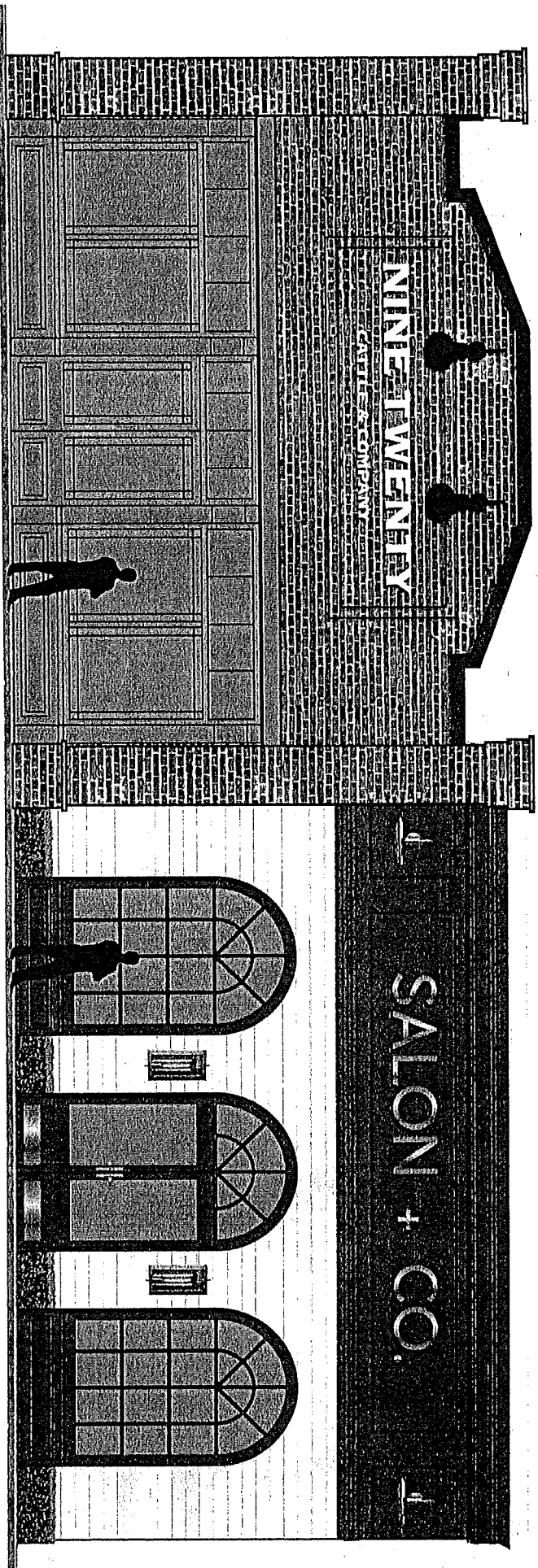


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THE
MAGNOLIA
AT WEST



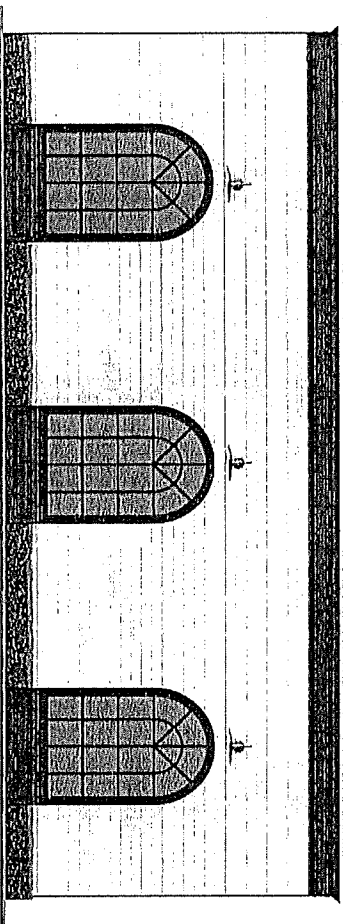
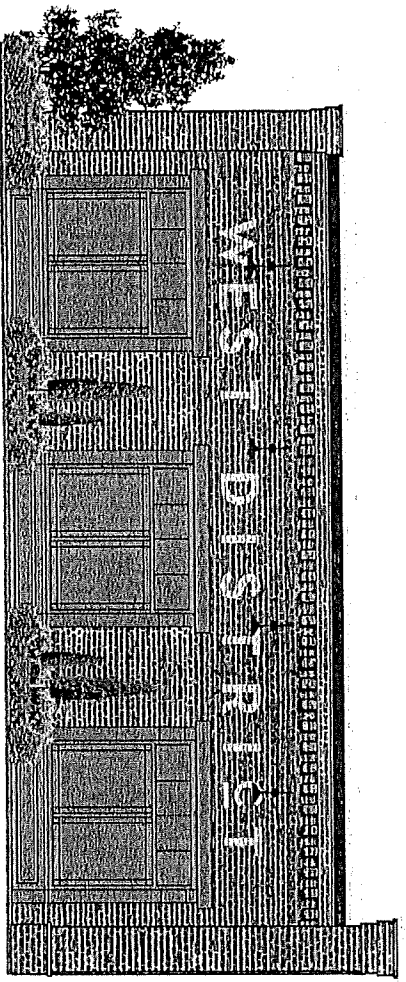
FRONT ELEVATION

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MAGNOLIA
AT WEST



SIDE ELEVATIONS

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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 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: Charles Penny, City Manager
John Washington, Public Works / Engineering Director

From: Robert Seamans, Streets and Parks Superintendent

Date: February 17, 2020

RE: Contract Award – Message Boards STS-121

Policy Issue: Purchasing Policy

Recommendation:

Staff recommends and request the Consideration of a Motion for Award of contract to American Signal for the purchase of three (3) Advantage-S LED Portable Changeable Message Signs / Trailer Mounted units per Houston-Galveston Area Council (H-GAC) contract in the amount of \$40,000.00. These items will be purchased with funds from the 2018 TSPLOST.

Background:

The Message Boards are to be utilized in the Street Division of the Public Works / Engineering Department. The Message Boards, if approved, are funded in the amount of \$40,000.00 in the FY 2020 budget and listed under CIP# STS-121. As stated, the Message Boards will be funded from 2018 TSPLOST. The H-GAC Contract #PE05-19, meets all requirements, specifications and warranty needed.

Budget Impact:

Reduce Maintenance Cost

Council Person and District:

N/A (citywide)

Attachments:

H-GAC Contract #PE05-19

QUOTATION



AMERICAN SIGNAL COMPANY

American Signal
 2755 Bankers Industrial Dr
 Atlanta, GA 30360
 Tel: 770-448-6650 Fax:
 Email:
<http://amsig.com>

Date : 03 Dec 2019
 Our Reference : QU-0001196
 PO No. :
 Customer Code :

COMPANY
 STATESBORO, CITY OF
 5 BRASWELL ST. STATESBORO GA. 30458
 STATESBORO, GA 30458

DELIVER TO
 STATESBORO, CITY OF
 5 BRASWELL ST. STATESBORO GA. 30458
 STATESBORO, GA 30458

Contact: ROBERT SEAMANS Contact Phone: 912.764.0685 Contact Email: robert.seamans@statesboroga.gov
 Sales Rep: PP001 Rep Phone: 770-789-5188 Payment Terms: 30 days from invoice
 Rep Email: pporter@amsig.com Shipping Terms: TRUCK PREPAID & ADDED

Line #	Product	Description	Quantity	UOM	Price	Value
0	AMS3006462 5	GP-465T Advantage-S LED Portable Changeable Message Sign, 48" x 78" FULL matrix display, trailer-mounted, standard power configuration (4x 6VDC batteries / 80W solar / AC charger / MPPT solar charge controller)	2	Each	11600.00	23200.00
		Warranty 1 year				0.00
0	AMS3006471 0	GP-432T Advantage-S (AMS30064710) LED Portable Changeable Message Sign, 48" x 96" FULL matrix display, trailer-mounted, standard power configuration (4x 6VDC batteries / 80W solar / AC charger / MPPT solar charge controller)	1	Each	12500.00	12500.00
		Warranty 1 year				0.00
0	OPT30125076	OPTION: RADAR OVERSPEED DETECTION (K BAND)	1	Each	900.00	900.00

Continued

If signed, can serve as PO: _____
 Ship Date Requested: _____
 Ship To: _____

 Shipping Contact: _____
 Phone: _____
 Email: _____
 Trailer Color: _____ Hitch Type: _____

QUOTATION



AMERICAN SIGNAL COMPANY

American Signal
 2755 Bankers Industrial Dr
 Atlanta, GA 30360
 Tel: 770-448-6650 Fax:
 Email:
<http://amsig.com>

Date	: 03 Dec 2019
Our Reference	: QU-0001196
PO No.	:
Customer Code	:

Line #	Product	Description	Quantity	UOM	Price	Value
0	OPT30155090	TRAFFIC STAT COMPUTER (TSC), X32-K TRAFFIC INFO AND DATA	1	Each	1500.00	1500.00
0	OPT30125430	CELL PHONE MODEM FOR REMOTE PROGRAMMING AND INFORMATION 4G LTE/WIFI/GPS (REQUIRED FOR STREAMING AND ONLINE SOFTWARE CONTROL)	1	Each	1000.00	1000.00
0	OPT30125380	AMERICAN SIGNAL ITS CLOUD MANAGER SOFTWARE SUBSCRIPTION. VERIZON WIRELESS PLAN, VPN FOR SECURITY AND RADAR DATA AVAILABLE	1	Each	360.00	360.00
0	FREIGHT OUT	FREIGHT OUT TO STATESBORO (AVERAGE FREIGHT COST PER UNIT)	1	Each	540.00	540.00

PRICING ABOVE INCLUDES ORANGE TRAILER PAINT, 2" BALL TOWING HITCH, AND 4-FLAT ELECTRICAL TOWING CONNECTOR AS STANDARD. NON-STANDARD SELECTIONS MAY RESULT IN ADDITIONAL COST.

PRICING CONTINGENT ON HGAC CONTRACT PE05-19

SHIPMENT DATE: 4-5 WEEKS ARO

Shipping Terms: FOB American Signal Company, Atlanta GA. Shipping to be paid upon delivery, unless prior arrangements have been made. Facility should have forklift or other means to unload units.

Buyer agrees to American Signal's terms and conditions. There are terms and conditions applicable to this transaction in addition to those specified above, which are available upon your request. Any special requirements need to be noted on purchase order

If signed, can serve as PO: _____

Ship Date Requested: _____

Ship To: _____

Shipping Contact: _____

Phone: _____

Email: _____

Trailer Color: _____ Hitch Type: _____

Value of Goods	\$ 40,000.00
Total Discount	\$ 0.00
Quotation Total	\$ 40,000.00

CITY OF STATESBORO

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



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Haden, 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: Steve Hotchkiss
Director of Public Utilities**

Date: 2-11-2020

RE: Pumps for Sewer Lift-Stations

Policy Issue: Council Approval

Recommendation: Consideration of a motion to award a contract to Xylem Dewatering Solution, Inc. in the amount of \$92,807.82 for two NC100 Dri-Prime Pumps with funds approved in the 2020 CIP Budget item# WWD-37.

Background: As part of a long term plan to provide backup power or pumping to all lift stations we have budgeted funds each year for installing backup pumps and generators. This year we are proposing to install pumps at the Briarwood Lift station and the Mill Creek Rec. Department Lift station. These two locations are high priority sites and currently have no source of backup, crews must take portable power supply to each site in times of emergency. Many times crews must work during the worst part of a storm to hook up temporary power to insure no sewer spill occurs.

We are proposing to purchase these units using the Federal General Services Administration purchasing contract, there are no local providers for these products

CITY OF STATESBORO

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Phillip A. Boyum
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Venus Mack
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Shari Barr



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

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

Budget Impact: Funding will come from council approved CIP – WWD37 using operating income.

Council Person and District: All

Attachments: Xylem Dewatering Quote



225 Farmington Road
Summerville, SC 29486
Tel: 843-818-2266
Fax: 843-818-2230
www.godwinpumps.com

To:	Steve Hotchkiss	From:	Scott Emerson
Company:	City of Statesboro	Date:	January 14, 2020
Phone:		Fax:	
RE:	Project Code B4105120		City of Statesboro
No. of Pages:	5		

Attached please find the above referenced Project Proposal.

Should you need any additional information, please contact our local office at 843-818-2266.

Thank you again for your interest in Godwin Pumps' products and the services we provide.



225 Farmington Road
Summerville, SC 29486
Tel: 843-818-2266
Fax: 843-818-2230
www.godwinpumps.com

January 14, 2020

Steve Hotchkiss
City of Statesboro
PO BOX 348
STATESBORO, GA 30459-0348

Email: steve.hotchkiss@statesboroga.gov

RE: Project Code B4105120
City of Statesboro

Dear Steve Hotchkiss:

Thank you for your continued interest in Godwin Pumps, a Xylem brand. We appreciate your business.

Xylem Dewatering Solutions is pleased to provide budgetary pricing for two Godwin NC100 critically silenced diesel powered pumpsets to act as a Dri-Prime Backup Systems for your Statesboro, GA Pump Station projects. Please note, this pricing is based on GSA Contract #GS07F102GA.

With these systems, you'll get independently-powered pumping in one dependable package for emergency outages including primary power, switch gear, and sewage pump failures or repairs as well as primary pumping during routine maintenance.

Additionally, the Dri-Prime Backup System seamlessly interfaces with your existing control systems, allowing you to maintain electronic remote monitoring. Maintaining system integrity is vital, and there's no better way to ensure it than with the Dri- Prime backup System.

Specifically, this model features and includes the following:

- 4 inch flanged suction and discharge connections
- Indefinite dry running ability
- Solids Handling to 3 inches and/or Non-Clog impeller.
- Self-priming capability (to 28 feet) without operator assistance
- Yanmar Diesel Engine on the model NC100.
- Estimated maximum fuel consumption: 2.7 gph @ 2200 rpm
- Fully programmable PrimeGuard2 Controller
- Pump and engine provided with a sound-attenuated enclosure providing 68dba at 30ft

A model specific cut sheet containing technical data has been included for your review and use.

Please allow 12-16 weeks for delivery after receipt of purchase order.

Thank you for this opportunity! We hope that the information provided herein suits your current

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 www.godwinpumps.com (856) 467-3636 (856) 467-4841

needs. Should you have questions please don't hesitate to contact me at 912-577-1268.

Sincerely,

Scott Emerson
Outside Sales Representative

SE / KC

SALE QUOTATION

Briarwood Road Lift Station

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime NC100 Critically Silenced * Sound Attenuated Enclosure * 4" 150# Flange Suction & Discharge * Yanmar 3TNV88BDSA IT4 Diesel Engine * Skid-mounted	42,113.50	42,113.50
B	1	PrimeGuard Float Set * w/ 65' Mechanical Floats	417.10	417.10
C	1	Engine/Motor Options	0.00	0.00
D	1	Battery Charger - 12 Volt Trickle	365.12	365.12
E	1	PrimeGuard Controller	1,629.70	1,629.70
F	1	Base Options	0.00	0.00
G	1	Fuel Gauge	240.99	240.99
			NET SALE TOTAL	\$44,766.41
			DELIVERY CHARGE	\$1,637.50

Please note all sale pricing is in U.S. Dollars. The price does not include export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 10 days. All prices quoted in US dollars. See attached Terms and Conditions which are part of this quote.

SALE QUOTATION

Rec Department Lift Station

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime NC100 Critically Silenced * Sound Attenuated Enclosure * 4" 150# Flange Suction & Discharge * Yanmar 3TNV88BDSA IT4 Diesel Engine * Skid-mounted	42,113.50	42,113.50
B	1	PrimeGuard Float Set * w/ 65' Mechanical Floats	417.10	417.10
C	1	Engine/Motor Options	0.00	0.00
D	1	Battery Charger - 12 Volt Trickle	365.12	365.12
E	1	PrimeGuard Controller	1,629.70	1,629.70
F	1	Base Options	0.00	0.00
G	1	Fuel Gauge	240.99	240.99
NET SALE TOTAL				\$44,766.41
DELIVERY CHARGE				\$1,637.50

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This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 10 days. All prices quoted in US dollars. See attached Terms and Conditions which are part of this quote.

TERMS AND DEFINITIONS

Rental Day:	One Calendar day; for diesel units, not exceeding eight (8) hours running.																					
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.																					
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.																					
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.																					
Overtime Running:	For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8 hour rate will be multiplied by 1 1/2 times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.																					
Billing Cycles Based on Open Terms Approval	<table><tr><td>3 - 7 Days</td><td>=</td><td>1 Week</td></tr><tr><td>8 Days</td><td>=</td><td>1 Week and 1 Day</td></tr><tr><td>9 Days</td><td>=</td><td>1 Week and 2 Days</td></tr><tr><td>10 - 14 Days</td><td>=</td><td>2 Weeks</td></tr><tr><td>15 Days</td><td>=</td><td>2 Weeks and 1 Day</td></tr><tr><td>16 Days</td><td>=</td><td>2 Weeks and 2 Days</td></tr><tr><td>17 - 28 Days</td><td>=</td><td>1 Month</td></tr></table>	3 - 7 Days	=	1 Week	8 Days	=	1 Week and 1 Day	9 Days	=	1 Week and 2 Days	10 - 14 Days	=	2 Weeks	15 Days	=	2 Weeks and 1 Day	16 Days	=	2 Weeks and 2 Days	17 - 28 Days	=	1 Month
3 - 7 Days	=	1 Week																				
8 Days	=	1 Week and 1 Day																				
9 Days	=	1 Week and 2 Days																				
10 - 14 Days	=	2 Weeks																				
15 Days	=	2 Weeks and 1 Day																				
16 Days	=	2 Weeks and 2 Days																				
17 - 28 Days	=	1 Month																				
Billing Cycle - COD Customers	3 - 7 Days = 1 Week																					

Off Rent: It is the responsibility of the Customer to call into the Owner's local branch and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

CITY OF STATESBORO

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



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Haden, 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: Steve Hotchkiss
Director of Public Utilities**

Date: 2-11-2020

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 \$23,400.00 for design and survey services to replace the East Oliff St. water main with funds approved as part of the 2020 CIP Budget Item #WWD-0166.

Background: This project consists of the replacement of app. 1800' of very old sand-cast iron pipe with lead joints. This main has a long history of leaks and lead joint pipe needs to be eliminated from the system whenever possible. This project is also to be coordinated with this year's T-SPLOST paving projects so that we can have the new main installed before the street is resurfaced.

The estimated cost of this project is \$180,000.00 with a total of \$23,400.00 in engineering cost of which \$15,700.00 is fixed and \$7700.00 is variable. We think that we can keep the variable costs well under the \$7700.00 which will lower the total cost for engineering.

Budget Impact: This project was approved as part of the 2020 CIP Budget.

Council Person and District: Boyum District 1

Attachments: HGB Contract

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

HUSSEY GAY BELL
— Established 1958 —

REVISED February 7, 2020
January 23, 2020

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

**RE: Proposal for Professional Services for the E Oliff Street Water Main Replacement
City of Statesboro, Georgia**

Dear Mr. Hotchkiss:

We are pleased to present this proposal for professional services for the subject project. The intent of the project is to replace an old, problematic water main along E Oliff Street before the asphalt is replaced as part of a separate City project. This project generally consists of the replacement of the existing 6" sand-cast iron water main along E Oliff Street from N Main Street to N Zetterower Avenue. Existing water services will be replaced to existing meters and existing water mains from connecting streets will be replaced beyond the extent of asphalt replacement.

Our understanding of the scope of work is as follows:

A. SURVEYING SERVICES

Hussey Gay Bell will perform a topographical survey of the existing road right-of-way. Critical elevations for existing utilities and structures 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 **\$5,900.00**

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 existing water main and connections to existing water mains along the proposed route. Design will include all necessary civil and mechanical drawings and specifications. Hussey Gay Bell will provide two design deliverables as part of this project; 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:

60% Design	\$ 5,030
100% Design	\$ 4,770

D. PERMITTING SERVICES

Permitting services includes the preparation of submittal packages for approval by the Georgia Soil and Water Conservation Commission, Georgia DOT and Norfolk-Southern Railroad (or current lessee). Application and permit fees are not included.

HOURLY NOT-TO-EXCEED FEE	\$ 3,095
---------------------------------	-----------------

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.

HOURLY NOT-TO-EXCEED FEE	\$ 3,055
---------------------------------	-----------------

Mr. Steve Hotchkiss
City of Statesboro
February 7, 2020
Page 3

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 **\$ 2,000**

G. PROJECT CLOSE-OUT AND RECORD DRAWINGS

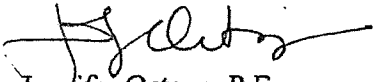
Hussey Gay Bell will complete project close-out documentation and provide record drawings for the project on an hourly basis.

HOURLY NOT-TO-EXCEED FEE **\$ 2,645**

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

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 **February 7, 2020**, 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 & 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
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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

CITY OF STATESBORO

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



Jonathan McCollar, Mayor
Charles Penny, City Manager
Sue Starling, 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: Steve Hotchkiss
Director of Public Utilities

Date: 3-3-2020

RE: Sanitary Sewer Rehabilitation Phase 2, Change Order #1

Policy Issue: Council Approval

Recommendation: Consideration of a motion to approve Change Order #1 to Insituform Technologies, LLC's contract in the amount of \$101,091.80 with funds approved as part of the 2020 CIP Budget Item WWD-172.

Background: As part of our efforts to reduce the amount of ground water entering our sanitary sewer system we have contracted with Insituform Technologies to install sewer liners in several areas throughout the City. This project was competitively bid and we received extremely good unit pricing for the project. The City is currently in the process of planning for its next CDBG project to upgrade infrastructure in the Roundtree, James and Floyd St. area. We are proposing to extend the current contract with Insituform to include the lining of 3012' of 8" sewer main in this area at a cost of \$101,091.80. The original contract amount was \$643,792.20 the new contract amount will be \$744,884.00.

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Charles Penny, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

Budget Impact: Funds approved in 2020 CIP, WWD-172

Council Person and District: Chavers / 2

Attachments: Change Order #1



Hussey Gay Bell
329 Commercial Drive
Savannah, Georgia 31406

Change Order

Contractor's Name & Address: Ms. Diane Partridge
Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005

Date: February 3, 2020	Job #: 119259872	Change Order: No. 1
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RE: SANITARY AND STORM SEWER REHABILITATION – PHASE 2
CITY OF STATESBORO, GEORGIA

Description of Work to be Added, Deleted or Substituted:
See Attached

Justification: Additional Lining of Pipe and Rehabilitation of Manholes Requested

Revised Completion Date: N/A

Original Contract Amount.....	\$ 643,792.20
Total Add/Delete Previous Change Order.....	\$ -0-
Total Add This Change Order.....	\$ 101,091.80
Revised Contract Amount.....	\$ 744,884.00

This change order amends above referenced contract and is subject to all terms and conditions stated in original contract.

Recommended By: Chris Mabe Date: February 3, 2020
Engineer, Hussey Gay Bell

Accepted By: [Signature] Date: 2/3/20
Contractor: Insituform Technologies, LLC

Approved By: _____ Date: _____
Owner: City of Statesboro



Insituform

Technologies, LLC

Worldwide Pipeline Rehabilitation

Robbie Brown
1076-A Van Buren Ave
Indian Trail, NC 28079

Tel: 704-296-5110
Fax: 704-296-5121
rbrown@aeqion.com

February 3, 2020

Re: City of Statesboro, GA – Sanitary Sewer Rehabilitation -Phase 2 - Change Order #01 – Additional Rehab Scope

**City of Statesboro, GA
50 E. Main St
Statesboro, GA 30458
(912) 764-5468
AAJA-YME1FY
158564**

Dear Mr. Danny Lively,

Insituform Technologies, LLC is providing the following proposal for the City of Statesboro, GA, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is for the additional rehab scope added to the project as requested.

PROPOSAL PRICING

Insituform proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
19	Tuberculation Removal – Hwy 301 N	HR	4	\$450.00	\$1,800.00
20	8-inch Sewer Cleaning & TV	LF	3,012	\$3.30	\$9,939.60
21	8-inch CIPP	LF	3,012	\$22.20	\$66,866.40
22	Internal Removal of Protruding Lats	EA	32	\$117.00	\$3,744.00
23	Internal Reconnection of Ex. Lats	EA	56	\$137.30	\$7,688.80
24	Manhole Rehabilitation	VF	70	\$157.90	\$11,053.00
	C.O. SUB-TOTAL				\$101,091.80
	ORIGINAL CONTRACT AMOUNT				\$643,792.20
	PREVIOUS CONTRACT AMOUNT				\$643,792.20
	NEW CONTRACT AMOUNT				\$744,884.00

ASUMPTIONS AND QUALIFICATIONS

Insituform's Proposal Pricing is based upon the following assumptions and clarifications:

1. All assumptions, qualifications, exclusions, general terms, and conditions apply to this change order proposal as outlined in our executed original contract document proposal.
2. This Proposal is valid for 30 days, unless otherwise extended by Insituform.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC. (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Robbie Brown
Project Manager

Accepted By: _____
(signed)

Date: _____

(print name)

Title: _____

CITY OF STATESBORO

COUNCIL

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

**To: Mr. Charles Penny
City Manager**

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

Date: 2-25-2020

RE: Public Utilities Paving Project

Policy Issue: Council Approval

Recommendation: Consideration of a motion to award a contract to Sikes Brothers Inc. in the amount of \$196,690.00 for asphalt paving and repairs at the Waste Water Treatment Plant and the Hill St. Utility Complex with funds approved in the 2020 CIP Budget item# WWD-65, WWD-127 and NGD- 66

Background: This project is to improve the roads and parking lots at the Waste Water Treatment Plant and the Hill St. Utility Complex. The roads and staging areas at the WWTP are in constant use by heavy trucks hauling sludge. We are proposing to overlay some of the existing roads, put down new paving in unpaved areas and patch other locations. At the Hill St. location we will be paving the existing gravel equipment storage yard / employee parking area and will be making drainage improvements as well.

The project was properly advertised and we received four qualified bids:

Sikes Brother Inc.	\$196,960.00
Ellis Wood	\$224,427.75
Mill Creek	\$238,097.30
RB Baker	\$302,478.00

Our consulting engineers at Maxwell-Reddick and Associates have reviewed the proposals and recommend awarding the contract to Sikes Brothers Inc.

CITY OF STATESBORO

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I. Cain Smith, City Attorney

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

Budget Impact: Funds will come for approved CIP Projects WWD-65, WWD-127 and NGD- 66 with a total budget of \$210,000.00

Council Person and District: All

Attachments: Maxwell Reddick Letter of Recommendation.



MAXWELL-REDDICK
AND ASSOCIATES

February 21, 2020

Mr. Steve Hotchkiss
Director of Public Utilities
City of Statesboro
58 E. Main St., Ste. B
Statesboro, GA 30458

RE: WWTP Driveway Improvements & Public Utilities Work Yard Paving Project
(Two sites bid together as one project)

Dear Mr. Hotchkiss:

A Bid Opening for the referenced project was held at the Office of the Director of Central Services at 3:00pm on Wednesday, February 19, 2020. A total of five (5) contractors attended the mandatory pre-bid meeting held on Wednesday, February 5, 2020 with four (4) of those companies submitting bid proposals. The base bid results were as follows:

- Sikes Brothers Inc. \$196,960.00
- Ellis Wood Contracting \$224,427.75
- Mill Creek Construction \$238,097.30
- R.B. Baker Construction \$302,478.00

The low bid submitted by Sikes Brothers Inc. was below the engineer's cost estimate and within the City's budget. An Additive Alternate to perform additional driveway work at the Waste Water Treatment Plant was included in the bid in the event bids came in below the City's budget. Sikes Brothers Inc. bid \$1,490 to perform the additive alternate work. Sikes Brothers Incorporated has successfully performed many projects for the City of Statesboro including recent LMIG resurfacing work. Therefore, it is Maxwell-Reddick and Associates recommendation that the City of Statesboro award the contract for the referenced project to Sikes Brothers Inc. in the total amount of **\$198,450.00** (which is the base bid plus the additive alternate).

If you have any questions, or need any additional information, feel free to contact me.

Sincerely,

Robert Cheshire, P.E.
Maxwell-Reddick and Associates

CC: Jason Boyles, Asst. City Manager
Darren Prather, Director of Central Services