



February 7th, 2017 9:00 am

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Recognitions/Public Presentations
 - A) Presentation of the Arbor Day Proclamation. Accepting the proclamation will be Mr. Henry Clay, Wesley Parker as well as others from the Tree Board. Georgia Forestry Chief Ranger (Bulloch County) Doug Chassereau will present the Mayor and Tree Board with a Tree City USA flag and recognize the City of Statesboro for its participation in the Tree City USA Program.
 - B) Presentation of Retirement for Howard Hadley, Equipment Operator, Public Works Department, after 27 years of service
 - C) Presentation of Retirement for Eugene Smith, Groundskeeper, Public Works Department, after 21 years of service
 - D) Presentation of Retirement for Joseph Mingle, Refuse Collector, Public Works Department, after 17 years of service
 - E) Presentation of Employee of the Quarter Award
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 01-17-2017 Council Minutes
 - b) 01-19-2017 Called Council Meeting
6. Second Reading and Consideration of a Motion to Adopt **Ordinance 2017-02**: An Ordinance to amend Section 6-6(b) of the City of Statesboro Code of Ordinances (Alcoholic Beverages) to comply with State regulations. [GA560-2-2-.02(9)]
7. Second Reading and Consideration of a Motion to Adopt **Ordinance 2017-03**: An Ordinance to amend Section 6-19(c)(10)(b) of the City of Statesboro Code of Ordinances (Alcoholic Beverages) to allow for a three year lookback.
8. Public Hearing and First Reading of amended **Ordinance 2017-04**: An Ordinance to amend Section 6-3 of the City of Statesboro Code of Ordinances (Alcoholic Beverages) to redefine Catered Event.

9. Consideration of a Motion to Approve **Resolution 2017-05** : A Resolution to accept a \$15,000.00 Crash Data Reporting System Grant administered by the Georgia Association of Chiefs of Police (GACP) for the Governor’s Office of Highway Safety, Grant Number GA-2017-405cM3DA-036, funding 100% of the purchase of computers and mounting hardware for patrol cars.
10. Consideration of a motion to approve Resolution **2017-06**: A Resolution Approving the Naming of Freedom Way and Buckhead Drive.
11. Consideration of Motion to support City working with the DSDA, as described in Memorandum from DSDA Executive Director, to lease two (2) parcels of property from Norfolk Southern Railroad in order to create and develop a Dog Park along the McTell Trail and a new Green Space along E. Main St. Final formal leases to be submitted to City Council for consideration/ approval.
12. Consideration of a Motion to award a five year contract for copier/printer equipment and maintenance services to Digital Office Equipment based on a current contract with the Washington County Board of Education (GA). The equipment portion of this contract will be funded by the Central Services Department while the cost of the maintenance services portion will be divided between departments based on usage. This contract adoption is permitted through the City of Statesboro Ordinance 2.2.7.
13. Consideration of a Motion to award a contract for the purchase of a combination sewer vacuum truck to Super Products LLC per NJPA Contract # 022014-SPL in the amount of \$332,363.00. This item was budgeted in fiscal year 2017 under CIP# STM-11 in the amount of \$375,000.00 and will be paid by Stormwater revenue funds.
14. Consideration of a Motion to award a contract for Consulting Services to complete a City-Wide Strategic Plan to Amec Foster Wheeler in the amount of \$28,500. If approved, this will be funded by the General Fund.
15. Other Business from City Council
16. City Managers Comments
 - A) Presentation of the Statesboro Police Department website
 - B) Update on the credit card user fee
17. Public Comments (General)
18. Consideration of a Motion to enter into Executive Session to discuss “Potential Litigation” in accordance with **O.C.G.A.§50-14-3 (2012)**
19. Consideration of a Motion to Adjourn

A Proclamation by the Mayor and City Council of Statesboro, Georgia

ARBOR DAY

WHEREAS, In 1872, J Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, The holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW THEREFORE, I, Jan J. Moore, Mayor of the City of Statesboro, do hereby proclaim February 17, 2017 as

ARBOR DAY

in the City of Statesboro, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 7th day of February in the year 2017

Jan J. Moore, Mayor



CITY OF STATESBORO
Council Minutes
January 17, 2017

A regular meeting of the Statesboro City Council was held on January 17, 2017 at 5:30p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn and Travis Chance. Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling and City Attorney Cain Smith. Councilman John Riggs was absent.

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

The Invocation and Pledge of Allegiance was given by Councilman Travis Chance

Recognitions/Public Presentations

Jimmy Edenfield was recognized as he retires from the City of Statesboro with 42 years of service.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) **Approval of Minutes**
 - a) **01-03-2017 Council Minutes**

Councilman Chance made a motion, seconded by Councilman Yawn to approve the consent agenda in its entirety. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of Motion to Approve: APPLICATION # V 16-12-03: Missy Bennett requests a variance from Article V Section 503(C) Table 3 of the Statesboro Zoning Ordinance regarding the minimum required side yard setback for the property located at 122 Park Avenue (Tax Parcel S41 000047 000).

Councilman Yawn made a motion, seconded by Councilman Chance to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

There were no comments for or against the request.

Councilman Chance made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Yawn made a motion, seconded by Councilman Chance to approve:

APPLICATION # V 16-12-03: Missy Bennett requests a variance from Article V Section 503(C) Table 3 of the Statesboro Zoning Ordinance regarding the minimum required side yard setback for the property located at 122 Park Avenue (Tax Parcel S41 000047 000). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Second Reading of Ordinance 2017-01: An Ordinance amending Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages) for proximity requirements.

Councilman Yawn made a motion, seconded by Councilman Chance to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

No one spoke for or against the request.

Councilman Chance made a motion, seconded by Councilman Jones to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Jones made a motion, seconded by Councilman Boyum to approve **Ordinance 2017-01:** An Ordinance amending Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages) for proximity requirements. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and First Reading of Ordinance 2017-02: An Ordinance to amend Section 6-6(b) of the City of Statesboro Code of Ordinances (Alcoholic Beverages) to comply with State regulations. [GA560-2-2-.02(9)]

Councilman Yawn made a motion, seconded by Councilman Jones to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

No one spoke for or against the first reading.

Councilman Yawn made a motion, seconded by Councilman Jones to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

There was no action taken on the item.

Public Hearing and First Reading of Ordinance 2017-03: An Ordinance to amend Section 6-19(c)(10)(b) of the City of Statesboro Code of Ordinances (Alcoholic Beverages) to allow for a three year lookback.

Councilman Chance made a motion, seconded by Councilman Yawn to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

No one spoke for or against the first reading.

Councilman Yawn made a motion, seconded by Councilman Jones to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

There was no action taken on the item.

Councilman John Riggs joined the meeting at 6:00 pm by phone.

Public Hearing and First Reading of Ordinance 2017-04: An Ordinance to amend Section 6-3 of the City of Statesboro Code of Ordinances (Alcoholic Beverages) to redefine Catered Event.

Councilman Chance made a motion, seconded by Councilman Jones to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Darin Van Tassel spoke in favor of the ordinance.

Councilman Chance made a motion, seconded by Councilman Jeff to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

At 6:10 pm, Councilman John Riggs disconnected the phone during the discussion. There was no action taken on the item.

Consideration of a Motion to Approve Resolution 2017-03 : A Resolution to adopt the document entitled “Personnel Policies and Procedures (Employee Handbook)”, dated January 17, 2017, attached hereto and incorporated into this Resolution by reference, is hereby adopted as the official personnel policies and procedures to be used to administer all personnel matters for the City of Statesboro; and that any ordinances, resolutions, motions or informal policies conflict with any provision of this adopted document are hereby repealed to the extent of any such conflict.

Councilman Chance made a motion, seconded by Councilman Yawn to approve Resolution 2017-03 : A Resolution to adopt the document entitled “Personnel Policies and Procedures (Employee Handbook)”, dated January 17, 2017, attached hereto and incorporated into this Resolution by reference, is hereby adopted as the official personnel policies and procedures to be used to administer all personnel matters for the City of Statesboro; and that any ordinances, resolutions, motions or informal policies conflict with any provision of this adopted document are hereby repealed to the extent of any such conflict. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2017-04: A Resolution to approve phase II - 50% of the Compa-Ratio - Move to Market option of the Fiscal Year 2016 Classification and Compensation Plan provided by Evergreen Solutions Inc.,

Councilman Chance made a motion, seconded by Councilman Yawn to approve Resolution 2017-04: A Resolution to approve phase II - 50% of the Compa-Ratio - Move to Market option of the Fiscal Year 2016 Classification and Compensation Plan provided by Evergreen Solutions Inc., Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Approve awarding of contract to the low bidder, Hawk Construction, LLC, for the construction of a Class A Burn Facility as well as the construction of a repelling wall on the Training Tower at the Public Safety Training Center in the amount of \$73,560.00. This project is funded under CIP# FD 62 using 2013 SPLOST.

Councilman Yawn made a motion, seconded by Councilman Boyum to award a contract to the low bidder, Hawk Construction, LLC, for the construction of a Class A Burn Facility as well as the construction of a repelling wall on the Training Tower at the Public Safety Training Center in the amount of \$73,560.00. This project is funded under CIP# FD 62 using 2013 SPLOST. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Other Business from City Council

Mayor Moore discussed the funeral procession stating there would be 2 escorts available for funeral. Council called for a Called Council Meeting on Thursday morning January 19th at 8:30 am to adopt an Ordinance regarding funeral processions.

City Manager Randy Wetmore stated that City Hall would extend working hours for 3 days a month. The days would be determined by the cut off dates of the utility bills. City Hall will be open at 7:00 am on those days to accommodate the payment of utility bills. The pilot program will run for 4 months and then be reevaluated.

City Managers Comments

A) Presentation of the Police Department's new website

This presentation will be given in February

B) 2016 Development Review Presentation

Director of Planning and Development Frank Neal gave a power point of the building permits issues for 2016. He stated the department has collected over 1 million dollars in fees.

C) Discussion of Funeral Processions

This was discussed under "Other Business from City Council".

Public Comments (General) None

Consideration of a Motion to Adjourn

Councilman Chance made a motion, seconded by Councilman Yawn to adjourn the meeting. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

The meeting was adjourned at 7:25 pm.



**CITY OF STATESBORO
Called Council Minutes
January 19th , 2017**

A Called Council Meeting of the Statesboro City Council was held on January 19th, 2017 at 8:30 a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn and John Riggs. Also present were City Manager Randy Wetmore and City Clerk Sue Starling. Councilman Travis Chance was absent.

The meeting was called to order by Mayor Jan Moore.

Consideration of a Motion to adopt an Ordinance 2017-05: An Ordinance amending Statesboro Code of Ordinances Chapter 78 “Traffic and Vehicles” to include Municipal Law regarding funeral processions.

Mayor Moore read aloud the entire proposed ordinance; stopping at intervals to allow citizens to offer comments, concerns and questions. Mr. Tremble and Mr. Hill, representing two of the funeral homes in Statesboro, were present as well as the news media, citizens and department heads of the City.

Councilman Boyum made a motion, seconded by Councilman Jones to adopt **Ordinance 2017-05**: An Ordinance amending Statesboro Code of Ordinances Chapter 78 “Traffic and Vehicles” to include Municipal Law regarding funeral processions. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Adjourn

Councilman Yawn made a motion, seconded by Councilman Riggs to adjourn the meeting. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

The meeting was adjourned at 9:15 am.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Travis L. Chance



Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: January 31, 2017

RE: February 7th, 2017 City Council Agenda Items

Policy Issue: *Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages)*
Amendment so that Sec 6-6(b) comply with state regulations contained in GAC
560-2-2-.02(9)

Recommendation: Alcohol Advisory Board recommended 5-0.

Background: Second Reading

Budget Impact: None

Council Person and District: N/A

Attachments: Amended and existing Ordinance

Ordinance 2017-02: An Ordinance Amending Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages)

WHEREAS, the City has previously adopted an ordinance regulating alcoholic beverages; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 6 (Alcoholic Beverages) of the Code of Ordinances, City of Statesboro, Georgia; and

WHEREAS, the public hearing that preceded the adoption of the ordinance amendment was advertised; and

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

Chapter 6 Alcoholic Beverages of the Code of Ordinances, City of Statesboro, Georgia is hereby amended and shall read as follows:

Sec. 6-6. - When issuance prohibited.

(b) *Convictions; Pending violations.* The term "conviction" as used in this paragraph shall include a finding or verdict of guilt, plea of guilty, or a plea of nolo contendere including also anyone currently on probation or otherwise currently under a court's supervision to avoid a judgment of guilt being entered under what is commonly referred to as "first offender sentence" or "pre-trial diversion program." No license for the sale of alcoholic beverages shall be issued to any person or applicant where the applicant or any individual person having an ownership interest in the business:

(1) ~~has been convicted within fifteen years immediately prior to the filing of the alcoholic beverage application with the City Clerk of any felony or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred.~~ **of a felony who served any part of a criminal sentence, including probation within ten (10) years immediately following the date of receipt of submission of the application.** If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal;

(2) has been convicted within five years immediately prior to the filing of the alcoholic beverage application with the City Clerk of the violation (i) of any state or federal law pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof except a first conviction of selling alcohol to underage persons; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense as defined in O.C.G.A. § 40-6-390 et seq., but excluding any first conviction for reckless driving or driving under the influence of alcohol or drugs in the past 10 years as measured from the date of arrest, or for whom outstanding indictments, accusations or criminal charges exist charging such individual

with any of such offenses and for which no final disposition has occurred. If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal;

(3) has been convicted of two violations of the ordinances of the City of Statesboro governing alcoholic beverages licensed hereunder within the last five years immediately prior to the filing of the licensee's application with the City Clerk, except as specifically provided in paragraph (c) below, concerning revocation of alcohol license, or paragraph (d) below, concerning selling alcohol to underage persons. If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal.

(4) has been convicted of a misdemeanor who served any part of a criminal sentence, including probation within five (5) years immediately preceding the date of receipt of submission of the application.

First Reading: January 17, 2017

Second Reading: February 7, 2017

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

Ordinance 2017-02: An Ordinance Amending Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages)

WHEREAS, the City has previously adopted an ordinance regulating alcoholic beverages; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 6 (Alcoholic Beverages) of the Code of Ordinances, City of Statesboro, Georgia; and

WHEREAS, the public hearing that preceded the adoption of the ordinance amendment was advertised; and

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

Chapter 6 Alcoholic Beverages of the Code of Ordinances, City of Statesboro, Georgia is hereby amended and shall read as follows:

Sec. 6-6. - When issuance prohibited.

(b) *Convictions; Pending violations.* The term "conviction" as used in this paragraph shall include a finding or verdict of guilt, plea of guilty, or a plea of nolo contendere including also anyone currently on probation or otherwise currently under a court's supervision to avoid a judgment of guilt being entered under what is commonly referred to as "first offender sentence" or "pre-trial diversion program." No license for the sale of alcoholic beverages shall be issued to any person or applicant where the applicant or any individual person having an ownership interest in the business:

(1) has been convicted of a felony who served any part of a criminal sentence, including probation within ten (10) years immediately following the date of receipt of submission of the application. If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal;

(2) has been convicted within five years immediately prior to the filing of the alcoholic beverage application with the City Clerk of the violation (i) of any state or federal law pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof except a first conviction of selling alcohol to underage persons; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense as defined in O.C.G.A. § 40-6-390 et seq., but excluding any first conviction for reckless driving or driving under the influence of alcohol or drugs in the past 10 years as measured from the date of arrest, or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred. If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal;

(3) has been convicted of two violations of the ordinances of the City of Statesboro governing alcoholic beverages licensed hereunder within the last five years immediately prior to the filing of the licensee's application with the City Clerk, except as specifically provided in paragraph (c) below, concerning revocation of alcohol license, or paragraph (d) below, concerning selling alcohol to underage persons. If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal.

(4) has been convicted of a misdemeanor who served any part of a criminal sentence, including probation within five (5) years immediately preceding the date of receipt of submission of the application.

First Reading: January 17, 2017

Second Reading: February 7, 2017

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

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Robert Cheshire, Deputy City Manager
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I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: January 31, 2017

RE: February 7th, 2017 City Council Agenda Items

Policy Issue: *Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages)*
Amendment to change lookback period from 5 to 3 years

Recommendation: Alcohol Advisory Board recommended 5-0.

Background: Second Reading

Budget Impact: None

Council Person and District: N/A

Attachments: Amended and existing Ordinance

Ordinance 2017-03: An Ordinance Amending Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages)

WHEREAS, the City has previously adopted an ordinance regulating alcoholic beverages; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 6 (Alcoholic Beverages) of the Code of Ordinances, City of Statesboro, Georgia; and

WHEREAS, the public hearing that preceded the adoption of the ordinance amendment was advertised; and

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

Chapter 6 Alcoholic Beverages of the Code of Ordinances, City of Statesboro, Georgia is hereby amended and shall read as follows:

Sec. 6-19. - Compliance; violations; penalties.

(c) Probation, suspension, revocation of license; administrative hearing, administrative hearing fee.

(10) In considering the term of suspension, whether to permanently revoke the license or whether to impose terms and conditions of probation on the license, the Mayor and City Council shall consider the following factors:

- a. The gravity of the violation;
- b. Any previous violations within the past three years period as measured from the date of previous offense to the date of the current offense;
- c. Actions of the licensee, its employees, subcontractors or agents in connection with the violation.

First Reading: January 17, 2017

Second Reading: February 7, 2017

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

CITY OF STATESBORO

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To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: January 31, 2017

RE: February 7th, 2017 City Council Agenda Items

Policy Issue: *Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages)*
Amendment to change definition of "catered events."

Recommendation:

Background: Public Hearing and First Reading

Budget Impact: None

Council Person and District: N/A

Attachments: Amended and existing Ordinance

Catered Event: An event where alcoholic beverages are served by a licensed caterer for a particular function (i.e. retirement dinner, wedding reception, private party) to which the general public is not admitted where food is served, and the total cost of the food exceeds the cost of alcohol

PROPOSED: An event where alcoholic beverages are distributed or sold off premises by a licensed alcoholic beverage caterer in connection with a particular function (i.e. retirement dinner, wedding reception, private party, etc.) in compliance with O.C.G.A. § 3-11-1 *et seq* and GAC 560-2-13.

Sections 1.8.3-5 will need to be removed in absence of the food to beverage ratio language currently in place. Same with 1.8.2 (F) & (G)

1.8 CATERED EVENT PERMIT

- 1.8.1 An application for a Catered Event Permit should be filed at least 30 days prior to the date the event is scheduled to occur. Failure to file the application in a timely manner is grounds for denial of the permit.
- 1.8.2 Prior to the sale of alcoholic beverages at a catered event a licensed alcoholic beverage caterer shall make a written application under oath on the form as provided by the City Clerk or his designated representative that provides, at least, the following minimum information:
 - (A) The location of the catered event;
 - (B) The duration of the catered event and the times during which alcoholic beverages shall be provided or sold;
 - (C) The person or entity hiring the caterer;
 - (D) The nature of the function being catered, i.e. retirement dinner, wedding reception, private party;
 - (E) The numbered of expected guests at the catered event.
 - (F) The estimated total cost of the food expected to be served.
 - (G) The estimated total cost of the alcohol expected to be served.
- 1.8.3 As part of the application the licensed alcoholic beverage caterer shall swear and affirm under oath that the event is a bona fide catered event where alcoholic beverages are served for a particular function (i.e. retirement dinner, wedding reception, private party) food exceeds the cost of alcohol.
- 1.8.4 The licensed alcoholic beverage caterer shall maintain in their files receipts and documentation showing the actual total costs of food served at the event and the actual total costs of the alcohol served at the event. Upon request of the City Clerk these receipts and documentation shall be furnished to the City Clerk along with a sworn statement under oath that the receipts and documentation are a true and accurate reflection of the total costs of food and alcohol served at the catered event.
- 1.8.5 For purposes of calculating the total cost of food the sale of ice, garnishes, soft drinks, mixers or beverages of any kind for use or consumption on the premises with or in an alcoholic beverage shall not constitute the sale of food.

Ordinance 2017-04: An Ordinance Amending Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages)

WHEREAS, the City has previously adopted an ordinance regulating alcoholic beverages; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 6 (Alcoholic Beverages) of the Code of Ordinances, City of Statesboro, Georgia; and

WHEREAS, the public hearing that preceded the adoption of the ordinance amendment was advertised; and

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

Chapter 6 Alcoholic Beverages of the Code of Ordinances, City of Statesboro, Georgia is hereby amended and shall read as follows:

Sec. 6-3. - Definitions.

Catered Event: An event where alcoholic beverages are distributed or sold off premises by a licensed alcoholic beverage caterer in connection with a particular function (i.e. retirement dinner, wedding reception, private party, etc.) in compliance with O.C.G.A. § 3-11-1 et seq and GAC 560-2-13.

First Reading: February 7, 2017

Second Reading: February 21, 2017

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
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I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager

From: Deputy Chief Robert Bryan, Interim Chief of Police 

Date: 01/31/17

RE: Crash Data Reporting System Grant

Policy Issue: Approval of Resolution to accept \$15,000.00 grant, no match requirement.

Recommendation: Staff recommends approval of the Resolution to accept the GACP Crash Data Reporting System Grant

Background: The Statesboro Police Department was contacted by the Georgia Association of Chiefs of Police (GACP) in reference to eligibility to receive a \$15,000.00 grant being administered for the Governor's Office of Highway Safety (GOHS). The purpose of this grant is for the purchase and installation of mobile data units (computers) for the departments patrol vehicles and to facilitate electronic reporting of all traffic crash data.

Budget Impact: Positive impact, no matching funds required

Council Person and District: All

Attachments: GACP Crash Data Reporting System Grant Package and MOU

Georgia Association of Chiefs of Police



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2016-2017

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Accenting Professional Law Enforcement Management Through Training

January 10, 2017

Chief Robert Bryan
Statesboro Police Department
25 West Grady Street
Statesboro, GA 30458

Dear Chief Bryan:

The Statesboro Police Department is eligible to receive a grant that the Georgia Association of Chiefs of Police (GACP) is administering for the Governor's Office of Highway Safety (GOHS). The purpose of this grant is for the purchase and installation of mobile data units (computers) for your department's patrol vehicles and to facilitate the electronic reporting of all traffic crash data. This grant is being made to a limited number of law enforcement agencies. You will be able to purchase computers, mounting hardware and printers with these funds.

If you decide you are not interested in pursuing this grant, please contact me at operations@gachiefs.com or 770-495-9650, as soon as possible, so I can contact the next eligible agency.

If you wish to proceed with facilitating this grant, here are the steps you must take immediately:

STEP 1: Print out, sign (by Chief or Sheriff), date and remit the attached "Memorandum of Understanding" (MOU) to me by fax (770-495-7872) or email (operations@gachiefs.com) **no later than Thursday, January 26, 2017.**

STEP 2: LexisNexis has acquired Appriss and is currently in the process of updating the former Appriss agreement. The GACP will send the new LexisNexis agreement to you to signed as soon as it becomes available. Your agency will be required to participate in the Georgia Electronic Accident Reporting System (GEARS). A link to the new agreement, as well as updated support information, will be supplied as soon as these items are available.

STEP 3: After you have signed and returned the MOU to GACP, you will be authorized to proceed.

STEP 4: Consult a vendor regarding the equipment as specified in Section 8 of the MOU. I have attached a list of potential vendors that are also GACP Corporate Members that have indicated they can supply, install and provide a warranty for the mobile data units; however, you are under no obligation to use a vendor from this list. This list is provided merely for your convenience. Should you have any questions regarding items eligible for reimbursement, please contact me. **The maximum reimbursement amount for the mobile data units, including all peripheral equipment, will be stated in your agencies MOU.**

3500 Duluth Park Lane, Suite 700 • Duluth, Georgia 30096
770-495-9650 • Fax 770-495-7872

NOTE: The Winter Training Conference in Athens on February 5-8, 2017 is an excellent opportunity to meet with the vendors that sell the computer equipment you will need to facilitate this grant.

STEP 5: Order and install the equipment as outlined in the MOU and advise the GACP if you are experiencing any problems during the process.

STEP 6: Fax or email a copy of the invoice(s) (for equipment) along with a note indicating that the equipment was **installed and operational on (Date) to me at the GACP (See MOU)**. Your note should also indicate you have a signed agreement with LexisNexis, Inc. and that your agency is now reporting crash data (accident reports) to the State of Georgia electronically.

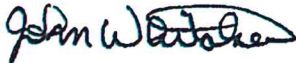
You will also be required to complete the GACP Request for Reimbursement Form and return it with your invoice(s). This will assist us with verification of your expenses, as well as, let us know who we should address the reimbursement check to. The check will be made payable only to your agency.

Every effort will be made to reimburse your department as quickly as possible. Usually, reimbursement checks are mailed within 3 – 7 days if all required paperwork is complete and correct.

Remember, you need to act quickly. The mobile data units must be installed and operational by Friday April 28, 2017 in order for GACP to provide reimbursement.

Should you have any questions or need further information, do not hesitate to contact me.

Sincerely,



John Whitaker
Director of Operations
Georgia Association of Chiefs of Police
3500 Duluth Park Lane, Suite 700
Duluth, Georgia 30096
770-495-9650 Main
770-495-7872 Fax
operations@gachiefs.com

JW/clo

Enclosure

Memorandum of Understanding (MOU)

GACP & Statesboro Police Department

Crash Data Reporting System

Project ID: GA-2017-405cM3DA-036 (Grant #)

\$15,000 Grant

Recipient Department: Statesboro Police Department

Date: January 9, 2017

Purpose: To facilitate the electronic reporting of crash data by municipal, county and university law enforcement agencies to the Georgia Department of Transportation (GDOT) through LexisNexis, Inc.

Terms:

1. Recipient department does not have mobile data units or the mobile units are over three (3) years old in their patrol vehicles for recording and reporting crash data electronically.
2. Recipient department must obtain and maintain Internet service and a valid email address for 36 months from the date of receipt. Any cost associated with this service is the responsibility of the recipient department. In addition, recipient department is required to notify the Georgia Association of Chiefs of Police (GACP) of receipt of Internet service and provide the email address by sending an email to operations@gachiefs.com. Should changes occur in the department's Internet service or with the department's email address, the recipient department shall notify GACP within 7 days.
3. Recipient department is responsible for the cost of air cards when and if needed.
4. Recipient department is responsible for the cost of access to the GCIC network (LIMS), when needed.
5. Recipient department agrees to submit crash data electronically to GDOT (via Georgia Electronic Accident Reporting System - GEARS) through LexisNexis, Inc. in a timely manner and to inform parties involved in a crash of the ability to purchase crash reports online at www.buycrash.com
6. Recipient department agrees to sign the contract that LexisNexis, Inc. will provide through the GACP related to GEARS. This contract will be sent to your agency as soon as it is available. Contact and support information will also be provided at that time.

NOTE: *If your agency allows for the distribution of free accident reports, those reports may still be provided free as per your policy; however, out-of-county or out of state individuals usually are not able to acquire copies of accident reports expeditiously, since the accident reports typically must be reviewed and approved by a supervisor. This agreement will allow individuals and insurance companies to obtain copies of accident reports electronically by contacting the Georgia Department of Transportation's selected vendor, LexisNexis. When LexisNexis sells electronic copies of accident reports via their website (www.buycrash.com) the agency that originally submitted the accident report will be reimbursed up to the state allotted amount of \$5.00 per report. Consequently, this agreement will enable your administrative staff to focus on other duties without any loss of revenue.*

7. Equipment provided is to be used solely for law enforcement purposes. Equipment cannot be transferred or otherwise re-assigned for non-law enforcement use. Equipment provided is the property of the Statesboro Police Department and not the property of the Police Chief/designee. The equipment is to be installed in marked police vehicle(s) that are used for routine traffic enforcement and/or patrol.

8. Recipient department is responsible for maintaining equipment in good working order and shall not make any modification, alteration, or other changes to the equipment that would or could potentially void the warranty from the vendor for the equipment. (NOTE: Appropriate software packages are provided free for the purposes of this grant.)

9. Recipient departments agree to participate in programs and activities of their designated GOHS Traffic Enforcement Network, report enforcement data in a timely manner, provide updates and allow for equipment inspections as determined by the GACP and/or GOHS, by them or designated agents.

10. Equipment purchased by the recipient department must be of ruggedized construction and meet or exceed the following specifications:

O/S Requirements:

- Windows 7 or above
- Memory Requirements:
- 256 MB RAM minimum, 512 RAM recommended
- Storage Requirements:
- 600 – 2 GB Storage, depending on above components selected

Neither the GACP nor the GOHS are responsible for the repair or replacement of issued equipment; instead, the county, municipal or college police department (recipient department) is responsible for all repairs or replacement.

11. The terms of this agreement are valid for thirty-six (36) months from the date received.

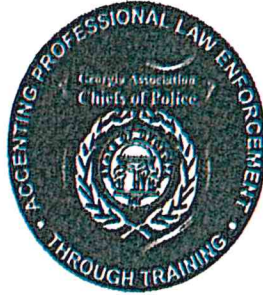
12. Should the Statesboro Police Department wish to cancel this agreement prior to the end of the thirty-six (36) months, the agency will refund GACP the entire grant award of \$15,000.

13. Recipient department's CEO, or designee, is responsible for providing GACP, via fax or email, with confirmation that the equipment has been delivered and installed within the timeframe specified. Any violation of these terms, or if it is determined that the equipment is not being used for the purposes intended, will result in the department forfeiting the equipment and being held responsible for any damages.

By signing below you acknowledge that you are the recipient department's CEO and have read, understood and agree to abide by the terms of this agreement.

Signature: Robert Boyan Date: 1/20/17

Printed Name/Title: Robert Boyan, Police Chief of Statesboro PD



Vendors for Mobile Data Units

Office of Highways Safety Technology Grants Georgia Association of Chiefs of Police

Below is a list of vendors that may be able to supply your equipment needs with this grant. If additional vendors advise us that they are able to provide this service, they will be added to the listing. These are Corporate GACP members and they usually will go the extra mile to meet your needs. Nevertheless, your department is under no obligation to use any of these companies. This list is merely provided to facilitate your selection of an appropriate vendor that can provide the equipment necessary to meet the requirements of this grant. In order to be good stewards of these grant funds, GACP highly recommends that agencies request two or more bids for the mobile data units prior to making a final decision.

Please note that an email address has been provided for each vendor. Consequently, one email message can be developed and sent to all of the vendors listed below requesting a complete and comprehensive bid to supply, install and warranty the mobile data units for your agency.

*For a complete listing of all GACP vendors go to the link below:
<http://www.gachiefs.com/BuyersGuideFind.html#Finance>*

Brite Computer
Mark Bonsignore
585.869.6010 Direct
585.370.2567 Mobile
585.758.0222 Fax
Email: mbonsignore@britecomputer.com
6264 Aventura Drive
Sarasota, FL 34241

Coban Technologies, Inc.
Sheri Taynor
281.925.0488 Main
281.925.0535 Fax
Email: sherit@cobantech.com
11375 West Sam Houston Parkway South #800
Houston, TX 77031

Diverse Computing

Ron Coffman

910.238.0473 Phone

Email: rcoffman@diversecomputing.com

2473 Care Drive, Suite 103

Tallahassee, FL 32308

Insight Public Sector & Net App

Judl Jasurek-Parker

800.934.4947 Main

508.309.0221 Direct

480.760.9981 Fax

Email: judl.jasurekparker@insight.com

6820 S. Hart Avenue

Tempe, AZ 85283

Interceptor Public Safety Products, Inc.

Mac Brown

478.974.0105 Phone

478.994.4497 Fax

Email: mac@interceptor-pse.com

P.O. Box 817

1110 Indian Springs Drive

Forsyth, Ga. 31016

Keepers

Jason Klinefelter

706.549.3434 Phone

706.549.3331 Fax

Email: jason@keepers.com

110B Athens West Parkway

Athens, GA 30606

L-3 Mobile-Vision

Chris Mauser

800.336.8475 Phone

973.257.3024 Fax

Email: chris.mauser@l-3com.com

90 Fanny Rd

Boonton, NJ 07005

Mobile Installation Technologies

Ron Harris

770.859.9555 Main

770.883.6657 Direct

770.859.9180 Fax

Email: rharris@mobileinstallusa.com

1355 Terrell Mill Road

Bldg. 1478, #100

Marietta, GA 30067

Panasonic
Jeff Orzech
888.245.6344 Main
678.554.9576 Direct
Email: jeff.orzech@us.panasonic.com
2 Riverfront Plaza
Newark, NJ 07102-5490

Synergistic Software, Inc.
Cary Reno, President
770.537.1500 Main
770.537.1589 Fax
Email: creno@getssi.com
P.O. Box 988
608 Hwy. 78 E
Villa Rica, GA 30180

West Chatham Warning Devices, Inc.
Andrea Padgett
912.234.2600 Phone
912.238.1369 Fax
Email: andrea@westchatham.com
2208 Gamble Road
Savannah, GA 31405

Zuercher Technologies, LLC
Kerry Wicks
877.229.2205 Main
910.431.0777 Direct
888.477.5591 Fax
Email: kerry.wicks@zuerchertech.com
4509 W. 58th Street
Sioux Falls, SD 57108

Revised: October 6, 2015

Georgia Association of Chiefs of Police
 3500 Duluth Park Lane, Suite 700
 Duluth, GA 30024

LEA Technology Grant
 Governor's Office of Highway Safety
 Grant Amount: _____
 Due Date: _____

AGENCY INFORMATION				
Agency Name:	_____			
Head of Agency:	_____			
	<small>Title and Name</small>			
Mailing Address:	_____			
	<small>Street P.O. Number/Suite/Unit City State Zip Code</small>			
Phone Number:	_____	Fax Number:	_____	Email: _____

GRANT FACILITATOR (skip this section if same as Agency information)			
Name & Title:	_____		
	<small>Title and Name</small>		
Email:	_____	Phone Number:	_____
		Fax:	_____

EXPENSES				
Date of Purchase	Vendor	Invoice # <small>(important information below)</small>	Brief Description	Amount of Invoice
TOTAL:				\$0.00

IMPORTANT INFORMATION: Invoices submitted for reimbursement MUST SAY "INVOICE" on the document. The only exception is a purchase on Amazon.com because they do not have invoices. A copy of the Amazon purchase will suffice. Purchase orders, eQuotes, confirmations, etc. cannot be accepted per Federal grant policy.

Please sign ONE of the statements below:		
I realize that our expenses exceed the grant amount and that we will only be reimbursed for the amount of the grant.		
_____ <small>Signature</small>	_____ <small>Print or Type Name</small>	_____ <small>Date</small>
I realize that we spent less than the grant amount and will only be reimbursed for the purchased items.		
_____ <small>Signature</small>	_____ <small>Print or Type Name</small>	_____ <small>Date</small>

GACP Grant Manager - John Whitaker
 Phone: 770-495-9650 FAX: 770-495-7872 Email: operations@gachiefs.com

RESOLUTION 2017-05
A RESOLUTION TO ACCEPT CRASH DATA REPORTING SYSTEM GRANT
FOR THE CITY OF STATESBORO, GEORGIA

THAT WHEREAS, on **January 23rd, 2017** the City of Statesboro received a **\$15,000.00 Crash Data Reporting System Grant** administered by the **Georgia Association of Chiefs of Police (GACP)** for the **Governor's Office of Highway Safety**, the Grant Number is **GA-2017-405cM3DA-036**, funding **100%** of the purchase of computers and mounting hardware for patrol cars of the projects anticipated total cost as per the attached documents also dated **01/10/2017**; and **GACP** announced the availability of this **non-matching grant**, which may be utilized **for the purchase of computers and mounting hardware for patrol cars**; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this the 2nd of February, 2017 hereby accepts the **Crash Data Reporting System Grant**.

Adopted this 2nd of February, 2017.

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5

Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager

From: Jason Boyles, Director of Public Works and Engineering

Date: 1/30/17

RE: Naming of Existing Un-named Street and Change of Street Name

Policy Issue: Uniform Road Naming

Recommendation:

Staff is recommending to change the name of the segment of Henry Boulevard that intersects with Brannen Street to "Buckhead Drive" and to name the un-named road that intersects with Veteran's Memorial Parkway to "Freedom Way". I have attached a map that illustrates the location of these two impacted roads; they are listed as road 2 and road 3, respectively. The County has no objection to this proposal but may readdress property fronting road 2.

Background:

Both the main road in the Statesboro Crossing development and the entrance road that intersects with Brannen Street are named Henry Boulevard. I have attached a map for reference which lists these as road 1 and road 2, respectively. In addition, the road in Statesboro Crossing which intersects with the bypass is un-named. Since one of the roads is unnamed and another is a duplicate, City ordinance Section 58-9(8) provides mayor and council with the authority to assign a name to such road(s) in a process similar to that of a new road. City Attorney Cain Smith has no objection to this proposal.

Budget Impact:

The impact to the budget will be minimal, including minor expenses to install new street name signs and to replace existing street name signs.

Council Person and District:

Travis Chance, District 5

Attachments:

Map
Resolution

RESOLUTION 2017-06

A Resolution Approving the Naming of Freedom Way and Buckhead Drive in Statesboro Crossing

WHEREAS, the Mayor and City Council have previously accepted the roads within the Statesboro Crossing commercial development; and,

WHEREAS, the mayor and city council believe it is in the best interest of the public to maintain a uniform road naming system; and,

WHEREAS, the mayor and city council have determined there is a duplication of road names and an un-named road name within Statesboro Crossing; and,

WHEREAS, ordinance Section 58-9 establishes that the mayor and city council, in its absolute discretion, shall assign a name to an un-named road or to a road where a dispute to the proper name exists; and,

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

Section 1. That the un-named road which intersects with Henry Boulevard at its western boundary and intersects with Veteran’s Memorial Parkway at its eastern boundary is hereby named “Freedom Way”.

Section 2. That the segment of Henry Boulevard which intersects with Brannen Street at its northern boundary and intersects with Henry Boulevard at its southern boundary is hereby named “Buckhead Drive”, thereby extending Buckhead Drive from Northside Drive East to Henry Boulevard.

Section 3. This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 7th day of February, 2017.

STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

Statesboro Crossing



Road # 2

VETERANS
MEMORIAL
PKWY

VETERANS
MEMORIAL
PKWY

301

73

73

301

Road # 1

Road # 3



1 inch = 200 feet

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CITY OF STATESBORO GIS

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk

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

To: Randy Wetmore, City Manager
Sue Starling, City Clerk
From: Robert Cheshire, Deputy City Manager
Date: January 31, 2017
RE: City Council Agenda Item for February 7, 2017 Council Meeting

Policy Issue: Consideration by the Mayor and City Council Members for the City of Statesboro to work with the DSDA to lease two (2) parcels of property from Norfolk Southern Railroad in order to create and develop a Dog Park along the McTell Trail and a new Green Space along E. Main St.

Recommendation: Staff recommends approval of agreement as described in Allen Muldrew's memorandum.

Background: See attached memorandum from Allen Muldrew, Executive Director of the Downtown Statesboro Development Authority (DSDA)

Budget Impact: Initial capital expenses to be funded through outside sources. City then will be responsible for providing basic maintenance of both parcels including maintaining landscaping, picking up trash, minor repairs to fencing or structures, and the like. Work will fall under normal routine maintenance of the McTell Trail and City Parks with no additional personnel being requested. There should be minimal expenses needed for routine maintenance and the provision of potable water. *Note: The lease agreements for both parcels will be written such that the City is not responsible for the detection or cleanup of any existing environmental issues.*

Council Person and District: District 1, Councilman Boyum, Green Space
District 2, Councilman Jones, Dog Park

Attachments: Memo from DSDA Director
Exhibit 1 & 2



*Downtown Statesboro Development Authority
Main Street Statesboro*

Memorandum

To: Robert Cheshire, Deputy City Manager, COS

From: Allen Muldrew, Executive Director, DSDA

Re: Dog Park & E. Main St Green Space Agreements

Date: January 30, 2017

Below is a brief summary of the informal agreement items that you and I have discussed previously that have allowed me to work towards securing the Norfolk Southern Railroad property lease agreements. There are two (2) parcels. One parcel is for a Dog Park located along McTell Trail, and the second parcel is for creating additional green space along E. Main St. (see Exhibits 1 & 2).

I would ask that you present this information to the Mayor and City Council at an upcoming City Council meeting so that we can confirm that they support the idea of this Dog Park and Green Space and that they agree to the itemized list of commitments you and I discussed, as described, herein.

The two attachments identify the location of the Dog Park (Exhibit 1) and the E. Main St. Green Space (Exhibit 2). For the Dog Park, the DSDA will clean up and build out the Dog Park mostly through community engagement. We have Leadership Bulloch wanting to make it their community project. Youth Leadership Bulloch has already raised money for the fencing of the Dog Park. DSDA will put together an informal "Friends of the Dog Park" to assist with the build out of the park. I will look to them for some kind of fundraising project. There has been a lot of interest from the

community in helping establish the Dog Park. The biggest assistance from the City for the Dog Park will be helping to re-establish the parking area and making it useful and attractive. I am not asking to pave the parking area, but rather to regrade it, add some gravel, and possibly some parking stops, signage and landscaping. I would primarily ask the City to provide the manpower and equipment needed to rework and improve the parking area, with the majority of the funding coming from some of the aforementioned resources.

The leasing of the space on E. Main Street is simply to re-establish that area as a green space instead of rail road maintenance yard. You and I will have to look at ways to reclaim and establish that area as something more attractive. We may want to sod it or fence it in. The Georgia Southern Short Line has verbally agreed to relocate their usage of this area to another site.

City of Statesboro agrees to:

- Be the Lessee of both RR Properties illustrated by Exhibits 1 and 2
- Add the Dog Park and Green Space to the City's liability insurance policy
- Provide a water tap/ water meter.
- Provide basic maintenance to both the Dog Park and Green Space (i.e. cut the grass, pick up trash and debris, maintain any landscaping, and the like).
- Provide assistance in the improvements of the two parcels as described, herein.

DSDA agrees to:

- Make the annual lease payments to the Railroad on both parcels
- Help coordinate any improvements
- Partner with the City on the improvements' of the two pieces of property as described, herein.

Thank you for your guidance and support in these downtown redevelopment and improvement projects.



Exhibit 1



E CHERRY ST

Blind Willie
McTell Trail

Lease Property
From Railroad
To Create
Dog Park

S MULBERRY ST

E GRADY ST

1 inch = 100 feet

STAGIS
CITY OF STATESBORO GIS



Exhibit 2



HILL ST

Lease Property
From Railroad
To Create
"Green Space"

COURTLAND ST

N MULBERRY ST

E MAIN ST

SAVANNAH AV

RAILROAD ST

S MULBERRY ST

E VINE ST

1 inch = 100 feet

STAGIS
CITY OF STATESBORO GIS

BI ST

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

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

To: Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager

From: Darren Prather, Central Services Director

Date: 1-30-2017

RE: Policy Issue: Recommendation of Copier/Printer Contract—5 Year Term

Recommendation:

We recommend the City of Statesboro adopt this copier/printer contract with Digital Office Equipment for the equipment lease amount and per the maintenance rates stated in the contract (see projected amounts and attached contract). The contract to be adopted is a current contract held by the Washington County Board of Education (GA) and this adoption is permitted per the City of Statesboro Ordinance Section 2.2.7.

Background:

The recommendation being presented is for a copier/printer lease and maintenance contract for a 60 month period. These copiers and printers would replace current ones in use by all City departments. The contract, if approved, would "piggy-back" one from the Washington County Board of Education as this is allowed per City of Statesboro Ordinance Section 2.2.7. By utilizing this contract, the City of Statesboro will receive the same volume discount as the contract with the Washington County Board of Education. The Washington County Board of Education Purchasing Department was contacted to validate this contract. Although this is a 5 year contract, the City of Statesboro is only obligated for one year increments and can cancel this contract per O.C.G.A. 36-60-13.

Illustrated below is a comparison of monthly and yearly cost of our existing contract and the proposed new contract.

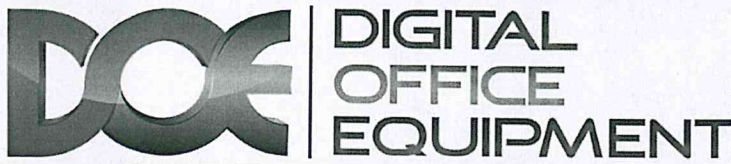
Budget Impact:

	<u>Monthly Cost</u>	<u>Yearly Cost</u>	<u>5 Year Cost</u>
Current Contract:	\$5,894.16	\$70,729.92	\$353,649.60
New Contract:	\$4,997.69	\$59,972.28	\$299,861.40

These totals represent a monthly copier/printer lease amount that is fixed and a monthly maintenance/toner fee that will fluctuate based on usage on a per copy rate as stated in the contract. The monthly maintenance/toner fee is based on our most recent 12 month usage history. The totals represent 14 copiers (13 on our old inventory) and the placement of more cost effective local area printers to replace the high cost inkjet printers currently in use. A large part of the savings represented in this proposal is based on the replacement of these inkjet printers. The average inkjet black and white copy is 3 cents per copy while the laser black and white copy rate is approximately a ½ cent per copy. The average color copy for the inkjet is 17 cents per copy while the laser printer per copy rate is 6 cents per copy. Approximately 51 inkjet printers will be replaced with 47 Laser printers. The brand of copiers in this contract will consist of Copystar models and the laser printer brand will be Kyrocera models. Digital Office Equipment met with all City departments to determine each department's need concerning this contract. The location and model of each copier and laser printer has been planned and allocated based on these meetings. This contract is unit based, so the City of Statesboro can add or delete the final total units of copiers and laser printers for the final contract. These totals represent the recommended amounts after factoring in the departmental meetings. This contract is based on the Washington County Board of Education (GA) and, if desired, the City of Statesboro is permitted to adopt this contract per City Ordinance Section 2.2.7. The equipment lease portion of this contract will be funded out of the Central Services budget while the maintenance fees will be divided out for payment by City departments based on usage amounts.

Council Person and District: All

Attachments: Proposed Digital Office Equipment Contract (Based on Washington County Board of Education (GA) Contract)



Toll Free Phone 1.888.920.8448 Fax 1.912.489.4710

Email sales@calldoe.com

Website www.calldoe.com

Statesboro Main Office
10929 US Highway 301 South Suite 5
Statesboro, GA 30458

Augusta Branch
229 Fury's Ferry Rd., Ste. 141
Augusta, GA 30907

Customer Purchase Agreement

Bill To: City of Statesboro Ship To: Same
50 East Main Street See attachment
Statesboro, GA 30458
 AP Contact: Darren Prather Email: dprather@statesborga.net
 Equipment Contact: Darren Prather Email: _____
 Meter Reading Contact: Darren Prather Email: _____
 Contact Phone #: 912-764-6402 Customer Purchase Order #: _____

EQ #	EQUIPMENT DESCRIPTION	START METER	SERIAL NO.	TOTAL
	See equipment attachment			

Equipment title remains with D.O.E. until paid in full

Lease Information

Leasing or Rental Company: GE/Wells Fargo
 Number of Months: 60 Monthly Payment: \$2,722.03
 Purchase Options: Check/Credit Card FMV \$1.00
 Rental Other: _____

Total Order	
Less Any Discounts	
Subtotal	
Sales Tax	
Grand Total	
Less Down Payment	
AMOUNT DUE	

Existing Lease Information

Is Pay Off of Other Contract(s) Required: Yes No If Yes: Current Lien Holder(s): _____
 Contract Start Date: _____ Contract End Date: _____ Monthly Payment: _____
 Number of Months Remainin: 0 Total Pay Off Amount: _____

Service Agreement

Maintenance Agreement Signed? Yes No
 Plan Type: Labor
 Labor, Parts
 Labor, Parts & Black Toner
 Labor, Parts, Black & Color Toner
 Base Rate: See Below Billed Every: _____ Month
 Is Base Rate Included in Lease? Yes No
 Black Copies Included: _____ Month
 Color Copies Included: _____ Month
 Overages Billed:
 Black Overage Rate: \$0.0055900 Quarterly
 Color Overage Rate: \$0.065990 Quarterly

Computer Connectivity Agreement

Computer Connectivity Agreement Signed? Yes No
 Agreement shall cover issues after Equipment Installation. Such things covered under Network Agreement shall be: reconfiguring copier IP scheme, help with computer application outputs, reconfiguring scanning solutions and fax forwarding solutions, adding additional users, installing additional print drivers. This is not a computer hardware or software agreement. This Agreement covers issues related to computer/copier interface.
 \$3 Per computer monitored per month
 Number of Computers: _____ Total Per Month: _____

Additional Notes

Black - CPC - 144,536 @ .00559 = \$807.95 (quarterly)
 Color - CPC - 81,083 @ .06599 = \$5350.67 (quarterly)
 Printers - CPC - 101,419 @ .00659 = \$668.35 (quarterly)

Terms & Conditions

By signing this Customer Order Form, you are entering into a binding, non-cancelable contract with Digital Office Equipment Company, Inc., and agree to all terms and conditions set forth front & back herein. By signing this you are also authorizing DOE and/or its leasing affiliates to perform a standard credit check for leasing purposes.

Charlotte Woody

Signature - Digital Office Equipment Representative

Charlotte Woody

Printed Name

Solutions Consultant

Title

Date

Signature - Customer Representative

Printed Name

Title

Date

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

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

To: Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager

From: Darren Prather, Central Services Director

Date: 1-30-2017

RE: Policy Issue: NJPA Purchase—Vacuum Truck/ Stormwater Division

Recommendation:

We recommend this contract be awarded for the purchase of a combination sewer vacuum truck to Super Products LLC per NJPA Contract # 022014-SPL in the amount of \$332,363.00. This item was budgeted in fiscal year 2017 under CIP# STM-11 in the amount of \$375,000.00 and will be paid by Stormwater revenue funds.

Background:

This vehicle/equipment, if approved, will be utilized in the Stormwater Division of Public Works to clean and maintain pipes and other infrastructure. This machine will replace a 1993 model that was transferred from the Water Sewer Department. This 1993 model will be brought to Council to be declared surplus at a later date. If approved, this vacuum truck will be purchased of NJPA (National Joint Powers Alliance) contract #022014-SPL in the amount of \$332,363.00. We have used this and other purchasing coops in the past to obtain vehicles and equipment while benefitting from the volume pricing contained in these contracts. The City of Statesboro Ordinance 2.2.7 allows for coop purchases of this nature. This item is budgeted in fiscal year 2017 under CIP# STM-11 in the amount of \$375,000 and will be paid out of Stormwater revenue funds.

Council Person and District: All

Attachments: Copy of NJPA Contract # 022014-SPL

NJPA QUOTE

NJPA # 022014-SPL

WASTEBUILT

GEORGIA DIVISION

Mike Cassotta / mcassotta@wastebuilt.com / 229-460-8213



CONTRACT
UNIT PRICE

DESCRIPTION

Features & Options are based on specifications provided by City of Statesboro

BASE UNIT - STD FEATURES

DUMP TYPE CAMEL 900 / 9 YD (6.8m) COMBINATION SEWER CLEANER

Debris body capacity of 9.0 cubic yards

Constructed of abrasion and corrosion resistant ¼" thick Exten steel

Hydraulic powered open and close, full height and width flat rear door

Four (4) mechanical, wedge pin and receiver, hydraulically operated tailgate latches

Exterior mechanical liquid level gauge with stainless steel float and rod

Body raised with a two stage double acting telescopic cylinder

The debris body has a dump angle of 50 degrees

Internal debris tank flushing system

Vacuum pump direct shaft driven from a heavy duty transfer case

An externally mounted, vertical cyclone separator with a 16" diameter clean out

Vacuum relief vent door to automatically relieve vacuum

Water storage tanks 1000 gallon usable capacity

Rotational molded non-cross linked polyethylene construction with ultraviolet stabilizer

A single curbside fill system with strainer and 4" air gap

The hose reel assembly front mounted with 180 degree manual rotation

The hose reel capacity of 1000' of 1" I.D. sewer hose.

Reel driven by a double chain, hydraulic drive

A containment system enclosing the top ¼ of the hose reel

Self-contained air purge system for purging water to prevent freeze-up

Advanced logic Can-BUS command and control systems network

Power boom with 250 degree hydraulic rotation lockable in any position

Boom is equipped with a heavy duty channel reinforced elbow

Joy sticks permanently mounted to the operator control station for boom and hose reel functions

Hydraulic boom extension of 8', true telescoping tube inside of tube design

The operator control center is located at the front of unit

Quarter fenders – front and back of rear wheels

Safety cone rack complete with 6 - 28" orange cones

Urethane paint finish, unit only, white

Rear bumper

One (1) year warranty, unit module on defects in material and workmanship

Ten (10) year warranty, on water tanks, defects in material and workmanship

Ten (10) year warranty, on debris tank, defects in material and workmanship

Three (3) year warranty, on water pump, defects in material and workmanship

Two (2) each operation, maintenance and parts manual

VACUUM SYSTEM OPTIONS

8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm
Pleated Final Filter Assembly

DEBRIS BODY OPTIONS

6" diameter front body drain, knife valve, 35' x 6" fabric drain hose, camlock cap

WATER SYSTEM OPTIONS

80 GPM @ 2500 PSI Water Pump
Retractable hose reel with live center with 50' x 1/2" hose
Low water warning light and alarm with water capacity digital display
Low Pressure Accumulator

BOOM CONTROL OPTIONS

Wired Remote Boom pendant

HOSE REEL OPTIONS

Manual level wind
Hose reel digital counter

LIGHTING OPTIONS

LED Boom work lights
Cordless Rechargeable hand Held Spotlight w/charging station in cab
LED Package 2 - (2) Tailgate beacon omni-directional strobe, (2) Boom beacon omni-directional strobe, Directional arrowstik
LED Package 3 - Front bumper directional strobes, Mid-ship directional strobes, Rear bumper directional strobes

MISC OPTIONS

Lower Curbside Toolbox 18" x 18" x 48"
Curbside Toolbox 18" x 18" x 48"
Driverside Toolbox 22"x 14" x 60"
Upper Curbside Toolbox (Open up) 18" x 18" x 48"
Back of Cab vertical tube rack
Front / Rear tow hooks

NOZZLE OPTIONS

1" NPT Chisel Nozzles - 65GPM @ 2000PSI
1" NPT Grand Slam Nozzles - 65GPM @ 2000PSI
1" NPT Grenade Nozzles - 65GPM @ 2000PSI

SEWER ACCESSORIES

1" standard nozzle extension
Hose, 25', cotton - Single Jacket Filler Hose
Leader Hose 1" x 10'
Cleaning Lance (For Handgun) w/ Adjustable Nozzle & Handle
Handgun rated at 3000 PSI
Tigertail Sewer Hose Guide
Hydrant wrench
Puller hook

VACUUM ACCESSORIES

- Fluidizing Suction Tube Nozzle 8" x 24"
- Serrated Nozzle 8" diameter
- (8) Supertube Lock rings 8"
- (8) Gaskets for Supertube O-ring, Gasket 8"
- 8" x 36" Supertube - Aluminum
- (2) 8" x 60" Supertubes - Aluminum
- 8" x 84" Supertube - Aluminum
- 8" x 96" Supertube - Aluminum

CHASSIS OPTION (SUPER PRODUCTS SUPPLIED CHASSIS)

2017 Model Year Freightliner Model 114SD, 4X2 Axle Configuration, Cummins ISL Engine - 370 Hp, Allison 3000 RDS Auto Trans

Customer Required Special Options

Install 16" x 42" x 96: Aluminum Diamond plate behind the cab toolbox

Freight Terms are Ex Works FOB Origin
Dealer Prep & Set-up and Delivery

Unit total FOB Statesboro, GA \$332,363

Options To Consider - not included in above price

Vacuum booster valve	\$ 1,170
Rear splash shield	\$ 1,239
3" Plumbing from front drain to front bumper	\$ 1,507
Hydro Excavation Kit	\$ 1,495
Wireless Remote	\$ 3,430
500' 1" hose	INCLUDED
Cordless Rechargeable hand Held Spotlight w/charging station in cab	INCLUDED

CITY OF STATESBORO

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Deputy City Manager
Sue Starling, City Clerk

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Candra Teshome, Planning & Development Specialist

Date: February 1, 2017

RE: February 7, 2017 City Council Agenda Item

Policy Issue: City-Wide Strategic Plan

Recommendation: Approve

Background: Amec Foster Wheeler proposes several planning services to prepare the delivery of a city-wide strategic plan. The company will complete four (4) tasks: analysis of existing city planning documents (City of Statesboro Comprehensive Plan, Bulloch County / City of Statesboro 2035 Long Range Transportation Plan, DSDA Master Plan and the Tax Allocation Redevelopment Plan); data analysis, including the preparation of an "economic snapshot;" an implementation program and public meetings.

Some elements of the proposal include several public workshops and public hearings to facilitate public participation. In addition, the company will provide recommended action items associated with each of Statesboro's planning documents. Once tasks are complete, the company will deliver a 5-year and 10-year implementation program.

Budget Impact: Contracted services from General Fund Accounts: \$28,500.

Council Person and District: Mayor and City Wide

Attachments: Amec Foster Wheeler Proposal for Planning Services to Prepare Strategic Plan



January 31, 2017

Mr. Frank Neal, MPA, AICP
Director of Planning & Development
50 East Main Street
Statesboro, GA 30459
Evans, Georgia 30809

**Subject: Proposal for Planning Services to Prepare a Strategic Plan_REV.1
City of Statesboro, Georgia**

Dear Mr. Neal:

This revised proposal is presented in response to our discussion on January 27, 2016 and replaces our proposal to provide professional planning services to prepare a Strategic Plan for the City of Statesboro, dated January 10, 2017. Amec Foster Wheeler appreciates the opportunity to present this proposal to develop a community-driven plan that identifies strategic priorities and funding alternatives.

In accordance with the City's objectives for a strategic plan, the Amec Foster Wheeler team proposes the following project approach.

Project Approach

Task 1: Existing Plans Analysis

- ▶ We will review and summarize goals and recommendations from relevant plans, including the City of Statesboro Comprehensive Plan (2014 update), the Bulloch County / City of Statesboro 2035 Long Range Transportation Plan, the Downtown Statesboro Development Authority Master Plan, and the Tax Allocation Redevelopment Plan.
- ▶ We will coordinate with City staff to identify the status of recommended action items in these plans. This analysis will primarily be used later in the planning process when identifying potential strategic plan recommendations. If, for example, a concern or idea expressed during Strategic Plan public meetings has previously been identified in a City plan, we will refer to that plan to understand if – or to what extent – previous recommendations have been implemented and whether there is a need to reiterate and/or modify the recommendation to facilitate implementation.

Task 2: Data Analysis

- ▶ We will prepare an "economic snapshot" of Statesboro to understand local conditions that could have an impact on the City's ability to implement priority projects and address citizens' areas of concern or interest. The brief analysis will provide a summary of trends and issues based on readily available sources, including the 2010 U.S. Census and the Development Authority of Bulloch County.
- ▶ The analysis will address labor force characteristics and commuting patterns, employment characteristics, local earnings, local commercial market activity, the tax base structure, and alternative revenue sources currently being utilized by the City. These summary findings will be presented at a public meeting.

Task 3: Implementation Program

After the completion of Tasks 1 and 2, and based on input received from the public, City Council and City Staff as described in Task 4 below, Amec Foster Wheeler Team will prepare a 5-year implementation program that will include a priority listing of recommendations and can be used in the development of the City's Fiscal Year 2018 Capital Improvements Program. A 10-year program will also be developed in coordination with the City. These items will be the focus of the final Strategic Plan document, and will explore economic development strategies/scenarios (e.g. maintain the status quo, expand local "basic" industries, expand employability of residents, attract new businesses, etc.) as well as funding sources that include SPLOST and alternate capital funding vehicles, such as bonds, short-term tax anticipation loans and impact fees.

Task 4: Public Meetings

We propose to facilitate the following meetings:

1. MEET WITH CITY STAFF & HOLD PUBLIC KICK-OFF MEETING (in one day)
 - a. **Meet with City Staff:** Amec Foster Wheeler will meet with City Staff to establish the public meeting schedule, with the objective that a maximum of three public meetings are held in the community. At this meeting we will also confirm project goals, discuss previous plans and recommendations, and gather available GIS data to develop maps needed to conduct interactive exercises at public meetings. In addition, we will review draft questions to be used in a brief community survey that will be available to the public in both digital and paper format. While we can assist with the preparation of meeting flyers and/or announcements, we will rely on the City to distribute notices and promote awareness of the meetings and the community survey through their typical forums (e.g. website, newsletter, social media, email, etc.). We will also provide hard copies of materials we produce for the City's use (i.e. distribution and/or posting by the City in public buildings).
 - b. **Public Kick-off Meeting:** Amec Foster Wheeler will facilitate a citywide kick-off meeting to introduce the Strategic Plan project, including the planning process and opportunities for public input. We propose this introductory meeting be conducted as

an agenda item during a regularly scheduled City Council meeting, to be held on the same day as the meeting with City Staff.

2. MEET WITH CITY COUNCIL AND HOLD PUBLIC WORKSHOP 1 & 2 (in one day)

- a. Meet with City Council: Amec Foster Wheeler will facilitate a meeting with City Council to discuss their desired vision for the City, including immediate needs and future goals/objectives. This meeting is proposed to be held on the same day as Public Workshop 1.
- b. Public Workshop 1 & 2 – Local Needs: Amec Foster Wheeler will facilitate two public meetings having the same format/agenda at different times of the same day, such as 2:00 p.m. and 7:00 p.m. At these meetings, we will present a summary of existing plans and data (as described in Tasks 1 and 2 above) and conduct an interactive “Assets, Issues and Dreams” map exercise. Topics will address city infrastructure, amenities and services. This exercise is a version of a SWOT (Strengths, Weaknesses, Opportunities & Threats) analysis and will be used to help the Amec Foster Wheeler team categorize and prioritize input that is received.

3. PUBLIC WORKSHOP 3 - LOCAL PRIORITIES

Amec Foster Wheeler will facilitate a public meeting/workshop to present the findings of the previous public meetings in terms of major themes and possible implementation actions for review and discussion. We will also conduct a prioritization exercise for recommended strategies, and discuss existing and potential funding sources. After this workshop, Amec Foster Wheeler will prepare a brief survey or form for City Council to comment on findings of the prioritization exercise. This will be used to refine the plan recommendations.

4. STRATEGIC PLAN PRESENTATION

Amec Foster Wheeler will present the plan’s findings and recommendations at a public meeting. The final City of Statesboro Strategic Plan will also be delivered to the City in both Word and PDF format. It is the intention that the final document be concise in format and content for ease of use by the City.

Schedule

Proposed timeframes for completing each task are provided above for preliminary discussion with staff; however, we will develop a mutually acceptable “final” schedule in conjunction with the City of Statesboro, with the understanding that final deliverables are due within 3 to 6 months timeframe from the time the contract is awarded.

Fee

Amec Foster Wheeler’s lump sum fee to prepare the City of Statesboro Strategic Plan, inclusive of expenses, is: **\$28,500** (twenty-eight thousand and five hundred dollars).

Authorization

Amec Foster Wheeler proposes to accomplish the above-described scope of services in accordance with the attached Amec Foster Wheeler Environment & Infrastructure, Inc. Standard Terms and Conditions which are an integral part of this proposal. By signing below where indicated, the authorized representatives of the City of Statesboro indicate acceptance of this proposal and the associated attached Standard Terms and Conditions.

Thank you for the opportunity to assist the City with this important project. Please do not hesitate to call us at 404-873-4761 if you have any questions.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Lee Walton, AICP
Project Manager



Paige Hatley, AICP
Senior Planner



Thomas M. Bucci
Office Manager

Attachment: Amec Foster Wheeler Environment & Infrastructure Terms and Conditions

Approved by City of Statesboro:

Authorized Agent Signature	Name	Title	Date
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Amec Foster Wheeler Environment & Infrastructure (Amec Foster Wheeler) Terms and Conditions



1. **COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.
2. **STANDARD OF CARE:** Amec Foster Wheeler will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. **INDEPENDENT CONTRACTOR:** Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.
4. **INSURANCE:** Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).
5. **CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler's reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler's compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.
6. **FORCE MAJEURE:** Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.
7. **CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.
8. **SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.
9. **WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such materials, including samples and wastes.
10. **LIMITATION OF LIABILITY:**
CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.
In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.
Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.
CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.
11. **INDEMNITY:** CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler.
12. **ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other. If services are required in New York, Amec Foster Wheeler will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. Amec Foster Wheeler shall retain responsibility in accordance with this Agreement for all services performed.
13. **COST ESTIMATES:** If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.
14. **TERMINATION:** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
15. **GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.
16. **FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.
17. **DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.
18. **EXCLUSIVE USE:** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Amec Foster Wheeler's reports or recommendations to any person or organization other than those identified in the project description without Amec Foster Wheeler's written authorization. CLIENT releases Amec Foster Wheeler from liability and agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by AMEC under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AMEC.
19. **ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT's failure to do so shall not operate to modify this Agreement.