



June 20th, 2017 5:30 pm

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman John Riggs
3. Recognitions/Public Presentations
 - A) Presentation of Proclamation for the retirement of the Director of Water/Wastewater Van Collins after 37 years of service.
 - B) Presentation of the Statesboro Fire Department Annual Report for the 2016 calendar year.
 - C) Introduction of the newly created on line utility application process
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
06-06-2017 Council Minutes
6. Consideration of a Motion to approve **Resolution 2017-23**: A Resolution to adopt the Fiscal Year 2018 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items or revenue anticipations and prohibiting expenditures or expenses from exceeding the actual funding available for appropriation.
7. Consideration of a Motion to approve an amended Memorandum of Understanding (MOU) between the Averitt Center for the Arts, the Downtown Development Authority and the City of Statesboro to collaborate and make an application for the America's Best Communities Competition and award funding.
8. Second Reading and Consideration of a Motion to Approve **Ordinance 2017-08**: An Ordinance Amendment modifying the application of Section 6-8 as it applies to Hotels holding Class B and/or C alcoholic beverage licenses.
9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # SE 17-05-01**: Enterprise Leasing Company Southeast, LLC requests a special exception for .68 acres of property located at 922 Northside Drive East to utilize the property as a motor vehicle leasing facility in the CR (Commercial Retail) zoning district (Tax Parcel S51 000064 000).

10. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # V 17-05-02**: Ellianos Coffee Company requests a variance from Article XV Section 1509(B) Table 2 of the Statesboro Zoning Ordinance regarding the installation of a projection sign for a commercial building located at 600 Brannen Street, which is prohibited in sign district 3 (Tax Parcel S53 000059 000).
11. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.
12. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.
13. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.
14. Consideration of a Motion to reject all bids for the natural gas system replacement project along Fair Road/Hwy 67 due to non-responsive/budget excessive bid results.
15. Public Hearing and Consideration of a Motion to approve **Resolution 2017-21**: A Resolution exempting certain vehicles from marking requirements for one year.
16. Consideration of a Motion to approve **Resolution 2017-22**: A Resolution to adopt the first amendment to the Fiscal Year 2017 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.
17. Consideration of a Motion to approve **Resolution 2017-24**: A Resolution adopting the City of Statesboro schedule of rates, fees and fines.
18. Consideration of a Motion to approve **Resolution 2017-25**: A Resolution to approve Phase III - 50% of the Compa-Ratio - Move to Market option of the Fiscal Year 2016 and end certifications as a part of the Classification and Compensation Plan effective June 30, 2017, in transition to a merit-based system provided by Evergreen Solutions Inc.
19. Consideration of a Motion to approve the Georgia Exceptional Main Street Memorandum of Understanding (MOU) between the City of Statesboro, DSDA and Georgia Department of Community Affairs.
20. Consideration of a Motion to cancel the regularly scheduled Council Meeting of July 5, 2017.

21. Other Business from City Council

22. City Managers Comments

23. Public Comments (General)

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

25. Consideration of a Motion to Adjourn

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

RETIREMENT OF VAN COLLINS

WHEREAS, Mr. Collins began working for the City of Statesboro as an Operator Trainee in the Water/Sewer Department on June 16, 1980. He was promoted to the position of Water/Sewer Superintendent in 1985. In 1993, he was promoted to the newly created position of Assistant Director of Water & Wastewater, and on February 3, 2016, he was promoted to the position of Director of Water & Wastewater. Van also served as a Volunteer Fire Fighter from 1985 through 1993, and

WHEREAS, Mr. Collins has been a member of the Georgia Rural Water Association, the American Water Works Association, the Water Environmental Federation, the Professional Wastewater Operations Division, and has been recognized as a “Life Time Member” of the Georgia Association of Water Professionals, and

WHEREAS, Mr. Collins was involved in all phases of the installation of Water and Sanitary Sewer mains to the Gateway I Industrial Park, and

WHEREAS, Mr. Collins was part of the team that worked on bringing several industries to Statesboro/Bulloch County including: the Wal-Mart Distribution Center, Briggs and Stratton, Viracon, Great Dane, Thermo King, Carrier Transicold, GAF, and W.L. Plastics, and

WHEREAS, Mr. Collins was instrumental in the 1993 expansion of the City’s Wastewater Treatment Plant which increased its capacity to its present 10 million gallons per day, and

WHEREAS, Mr. Collins assisted with negotiations with Georgia Southern University to construct and extend a Reclaimed Water System to their campus for irrigation purposes, and

WHEREAS, Mr. Collins was involved in all phases of the installation, start-up and upgrades to the City’s SCADA (Supervisory Control and Data Acquisition) System which allows the City to remotely monitor all equipment and functions of the Wastewater Treatment Plant, 6 Drinking Water Wells, 25 Sewage Pump Stations, 6 Elevated Water Tanks and the Reclaimed Water System, and

WHEREAS, Mr. Collins assisted with the implementation of the City’s new Flex Net Automated Meter Reading System which allows City staff to remotely read the water and gas meters, and

WHEREAS, Mr. Collins has been involved in all phases of the extension of Water and Sanitary sewer mains, and the construction of a 1 million Gallon Elevated Water Storage Tank and 2 Sewage Lift Stations at the I-16/ 301 S Interchange.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO

Section 1. That the Council hereby recognizes and thanks Water/Wastewater Director Van Collins for his professional and personal dedication to the City of Statesboro on the occasion of his retirement.

PASSED BY COUNCIL JUNE 20th, 2017

Jan J. Moore, Mayor



MISSION

The Mission of the Statesboro Fire Department is to protect the lives and property of the Citizens of our Community by providing a modern, highly trained and well equipped Fire Department while ensuring the most current practices and principles of Fire and Life Safety Education and Fire Safety Code Enforcement are utilized in an effort to provide the very best Fire Protection Services.

CORE VALUES

BROTHERHOOD

HONOR

INTEGRITY

LOYALTY

PROFESSIONALISM

HONESTY

COMMUNITY

COURAGE



ORGANIZATIONAL OBJECTIVES

- Continue to have no loss of life or serious injury from a fire related incident, and to keep fire-related property losses under .03% of the appraised value of the property within the Statesboro Fire District and the City of Statesboro.
- Continue to stress fire prevention through annual inspection of businesses
- Continue to stress fire prevention through visits to public and private schools within the fire district
- Continue to stress early detection of fire through distribution of residential smoke alarms
- Continue to properly train firefighters to stress safety in their work
- Finish a fire station master plan to determine the number and location of future fire stations. Then, work cooperatively with Bulloch County to implement the changes as they become needed
- Continue to pursue grants as an alternative source of funding for needed capital gain
- Develop and implement cost recovery strategies to protect the fire district from material financial loss
- Enhance the staffing levels of the department through various programs

A MESSAGE FROM THE FIRE CHIEF

The Statesboro Fire Department is proud to present you with our 2016 Annual Report. This report details your Fire Department's performance and activity for the 2016 calendar year. We hope you will find it informative, interesting and useful. It is the goal of this Department for this report to be a transparent disclosure of the results of our efforts in providing exceptional fire and emergency services throughout the year to the community we serve.

It is the mission of the Statesboro Fire Department to protect the lives and property of the citizens of our community by providing a modern, highly trained and well equipped Fire Department, while ensuring the most current practices and principles of Fire and Life Safety Education, and Fire Safety Code Enforcement are used in an effort to provide the best in fire protection services. Additionally, we hold ourselves accountable to a set of core values which include: Brotherhood, Integrity, Professionalism, Community, Honor, Loyalty, Honesty and Courage. The men and women of our department are committed to our Mission and Core Values as we serve the community.

As your Fire Chief, I am devoted to the Statesboro/Bulloch county community, as well as to the Fire Service profession. Our organization is comprised of dedicated personnel that I am honored and humbled to serve alongside. I am also appreciative for a City Manager, Mayor, City Council, County Manager, County Commission Chairman and County Commissioners who understand the importance of public safety and support the Fire Department's daily efforts to improve the quality of life in the City of Statesboro and Bulloch County. Our community is fortunate in that all of the public safety entities within the City and County work together in a professional and corporative manner to ensure our community's safety.

As with many government entities, the Statesboro Fire Department strives to closely monitor and evaluate its operations with respect to judicious use of the Department's approved budget, while still continuing to provide the quality services required of your Fire



Department. To do this, the Fire Department's command staff initiates proactive steps to ensure we are implementing the best techniques, practices and procedures available to the fire service community and continually monitoring our resources to assure we have them positioned in the most optimal locations for achievement of our mission. As you will read in this report, your Fire Department has been very successful in achieving many of our goals for the year and has improved our service to the community by establishing new programs, practices, initiatives and partnerships.

Our strengths and successes are due to our most valuable asset, our employees. It is with deep gratitude and appreciation that I acknowledge their hard work and dedication to the Fire Service Profession and the community we all serve. They continue to strive for excellence on a daily basis while balancing their own safety with the safety of the community. They make our Fire Department an overwhelmingly successful organization, and I am honored to serve as their Fire Chief.

While entering 2017 with excitement and optimism, we are committed to doing our very best to provide fire safety for our community through the high level of quality service that has always been associated with the City of Statesboro and its Fire Department. We promise to provide these services through the prudent allocation of the resources bestowed upon us by the taxpayers of Statesboro and Bulloch County.

We welcome your ideas, questions, comments and/or concerns, and encourage you to become involved in helping keep our community safe by utilizing the services offered by our department. Please take a moment to visit our public safety website at publicsafety.statesboroga.gov, or our Facebook page at www.facebook.com/statesborofiredepartment to learn more about your Statesboro Fire Department and the programs and services we offer to the community. Thank you for supporting our efforts as we continue to serve you to the very best of our abilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy E. Grams". The signature is fluid and cursive.

Timothy E. Grams

Fire Chief

FIRE CHIEF TIMOTHY E. GRAMS

Fire Chief Timothy E. Grams has been with the Statesboro Fire Department since 1997 and has moved through the ranks of Firefighter, Driver/Engineer, Lieutenant, Training Officer (Captain) to his current position of Fire Chief. He was promoted to the Fire Chief position in 2010. Chief Grams has a degree in Fire Science from West Georgia Technical College and has taught Fire Service courses and classes on the local, state and national levels. Throughout his career, he has obtained numerous certifications on the same levels.

Chief Grams is responsible for the day-to-day operations of the Fire Department and the administration of the services provided. The Fire Chief makes operational, staffing, budget and promotional recommendations to the City Manager, Mayor, and City Council when appropriate; and ensures that the chain of command is maintained within the organization. The Fire Chief also directly supervises the four divisions (Administration, Operations, Training and Prevention) within the department and the services which each are responsible for providing. The Fire Chief is the highest-ranking position within the Fire Department, which requires commanding major fire scenes and other emergency incidents when necessary.

Chief Grams considers himself a "Progressive Traditionalist" in the Fire Service and in the approaches of delivery services to the community. He always remembers the ideas, concepts, values, traditions and people that make the fire service profession an honor to be a part of. He also does his best to protect those traditions that have made the Fire Services what it is today and abandon those that have caused a tremendous amount of grief.

Through hard work, dedication and numerous mentors he has been able to advance through the ranks to serve as the Fire Chief. As the Fire Chief, his approach has been to work closely with all elected officials and other City and County staff to provide the community with the most efficient and cost effective fire service possible while always remembering that fire services include so much more than putting fires out.

Utilizing his skills and experiences he attempts to foster change through participation in various professional associations, community/regional organizations and the instruction of young firefighters, which are the future Fire Service Leaders. As with other professions, he believes the use of technology can help with fire services becoming more effective, efficient and safe.

He subscribes to a leadership concept that the leader works for the subordinates of the organization rather than the more common concept of subordinates working for the leader. He truly cares about each one of the individuals under his command, and hopes that when he concludes his career, this trait will be the dominant memory of those he served alongside.



DEPUTY CHIEF RONNIE SHAW

Deputy Chief Ronnie Shaw has been with the Statesboro Fire Department for 37 years and has worked his way through the ranks of Firefighter, Shift Commander, Training Officer, Prevention Officer, and Interim Fire Chief to his current position of Deputy Fire Chief.

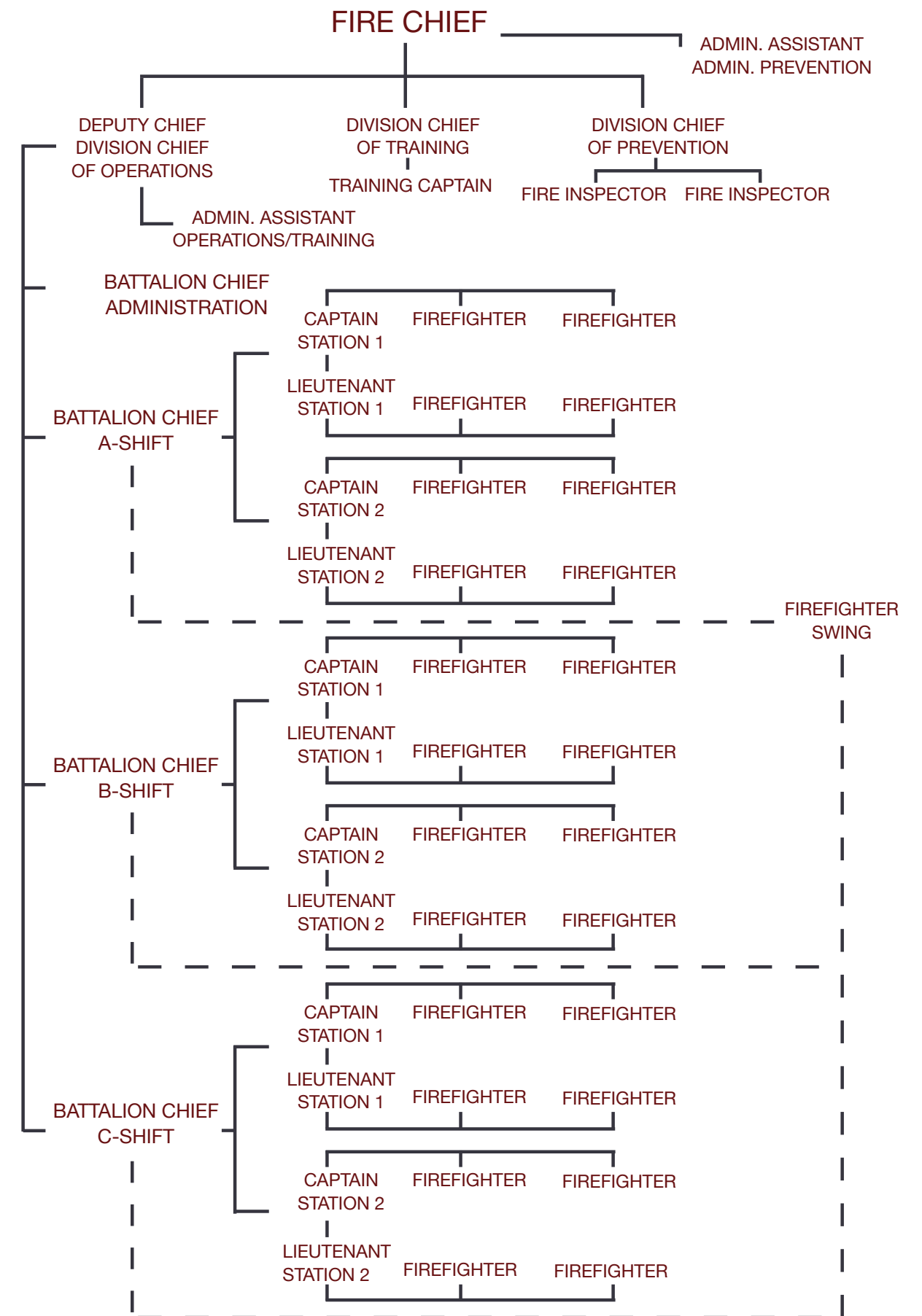
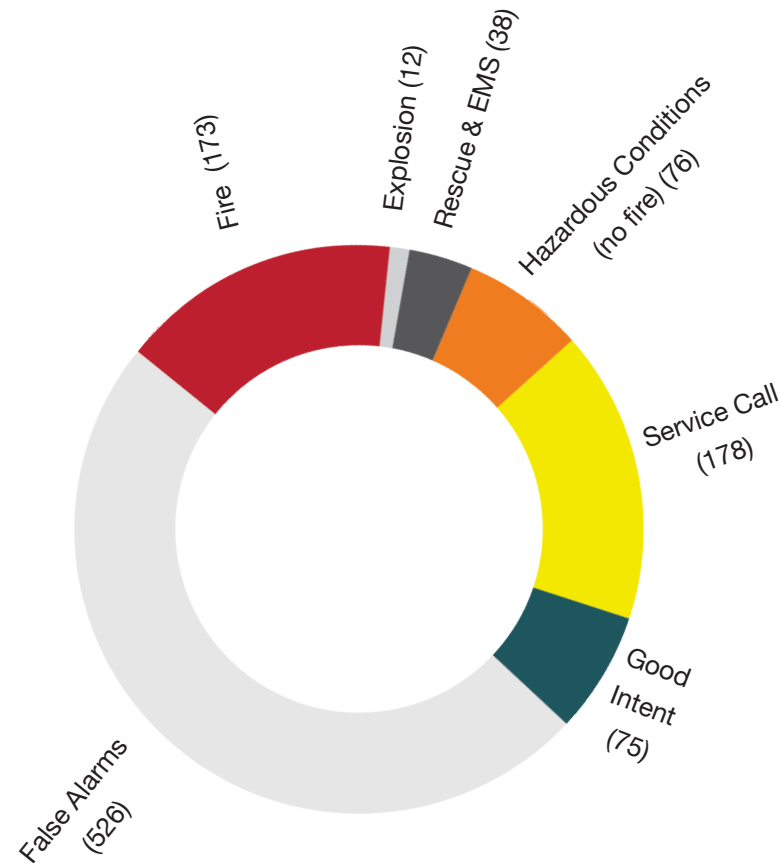
The Deputy Chief serves as the head of the Operations Division and oversees: fire suppression services; day-to-day operations; shift duties; the supervision of the 3 Battalion Chiefs; equipment maintenance and upkeep; equipment testing and certifications; data management through fire reports, records and the Insurance Safety Organization; and staffing assignments. As the Deputy Chief, he serves as second in command and fills the duties of the Fire Chief in his absence.

The Operations Division is responsible for staffing the department and making sure every shift is staffed with at least 11 firefighters at all times. Normal operations call for 13 firefighters with four companies (three engines and a truck or ladder).

This division works hard to ensure the community is served to the best of the department's ability in all areas of the fire service. There are two stations within the department and each station has a specific response area for calls. The city and the five mile district is essentially split in half, leaving one side for each station in order to give residents the best response time possible.

EMERGENCY SERVICE CALLS

The Statesboro Fire Department responded to 1,082 calls in 2016.





ENGINES

Engines are the basic response unit and the backbone of the department, responding to all incidents. They perform suppression functions, and extrication of victims involved in motor vehicle accidents. The engines carry up to 1,000 gallons of water and have the ability to pump more from nearby hydrants or other water sources.

Each station has a main engine as well as a backup engine used for all calls. Station 1 houses Engines 1 and 4 while Station 2 houses Engines 2, 3 and 5.



AERIALS

Towers respond to structure fires and commercial fire alarms. These trucks have aerial elements that give firefighters better angles in emergencies. In 2013, the Statesboro Fire Department upgraded their previous ladder truck and acquired a new tower to the fleet. The Tower truck holds 300 gallons of water and features an elevated platform that

allows firefighter's to extinguish fires faster and offer improved efficiency and safety during victim rescue in multi-story buildings.

Station 1 houses Tower 1 and Ladder 2 while Station 2 houses Ladder 1.



SERVICE APPARATUS

The Statesboro Fire Department tanker truck, Tanker 1, holds 3,000 gallons of water and helps the firefighters deliver water to places that do not have an ideal water supply for suppression operations. In addition to the tanker, Squad 1 accompanies Tanker 1 on all calls as a service engine that helps to provide additional water, tools, and supplies. The C.A.F.E. unit, C.A.F.E. 2, is a repurposed SFD command van that contains an on-board air cascade system that can refill the air tanks used by firefighters at all major fire scenes. This unit can be brought to the scene either by SFD fire-

fighting personnel or by C.A.F.E. members responding voluntarily.

In the event of a chemical incident, the Statesboro Fire Department HAZMAT trailer is utilized at all chemical related calls and carries all of the tools and equipment necessary to stabilize the scene. If the chemical incident is large scale, the department may also utilize the Mass Decontamination Unit which allows more people to be processed, decontaminated and treated in a shorter amount of time.



FIRE SAFETY TRAILER

The department also utilizes a fire safety trailer that is delivered to different events in the community and gives people the chance to apply their fire safety skills in a controlled environment. Inside the trailer, people are trained on what to do in a fire situation. After learning the basics, a fire emergency is simulated and patrons are able to practice their new skills. This unit is available for all community events and provides a fun, safe way to practice fire safety.

The Battalion Chief position is responsible for protecting the lives and property of residents by assuming supervisory responsibilities for an assigned shift or battalion to include both routine and emergency situations, as well as for performing assigned administrative tasks in their areas of responsibility. The purpose of this position is to supervise an assigned shift of personnel who are tasked with providing fire protection services to the City and five mile district. Successful performance helps ensure protection of life and property, contributes to the well-being and safety of residents, and lowers insurance rates for property owners.

BATTALLION CHIEFS



Battalion Chief Jason Baker has been with the Statesboro Fire Department for 16 years and has received training in numerous areas in order to better serve the Statesboro and Bulloch County Community.



Battalion Chief Derrel Melton has been with the department for 36 years, is a certified Arson Investigator, and served on the Cause and Origin team for many years. He is also a HAZMAT technician.



Battalion Chief Steven Morris has been with the Statesboro Fire Department for 18 years, is a certified HAZMAT technician, and has received training in several other areas as well. He also has held an EMT certification for 4 years.



Battalion Chief Neal Lee has been with the department for 28 years. He served as a P.O.S.T. Certified Arson Investigator for the Cause and Origin team and his area of responsibility is equipment and apparatus maintenance upkeep and testing, as well as departmental logistics.

CAPTAINS



Merritt Kearns



Chris Moore



Chris Whitehead



Weston Williams



Stacy Wilson

Not Pictured:
Lee Nessmith

LIEUTENANTS



Brad Bouchillon



Jason Gammon



Rabon Hutchinson



Derek Stoddard



Jamie Strosnider



Chris Applebee

FIRE APPARATUS OPERATORS



Jason Barrs

Joseph Glenn

Eric Hopfensperger



Parker Johnson

Anthony Lefebvre

Caleb New

Jonathan Patterson

FIREFIGHTERS



Ben Adams

Mitchell Goff

Kelcey King

Kyle Pangle

Casey Perkins



Spencer Rowe

Noel Small

Robert Telgen

Mark Thibault

Not Pictured:

- Justin Eaton
- Ryan Marrow
- Eli Page
- Trey Seamans
- Arielle Williamson

The Statesboro Fire Department's Prevention Division works hard to ensure that Statesboro residents are safe in the buildings within the city and five mile district. This position also informs the public about fire safety practices.

A large part of this position is designated to performing inspections for existing businesses and approving plans for new buildings. In 2016, over 1,500 inspections were completed along with almost 800 re-inspections. This was accomplished by two inspectors and the Division Chief of Prevention. This team works hard to ensure that Statesboro and Bulloch County are a safe place to live and visit.

In addition to fire safety code enforcement, this group is also responsible for fire safety education for the public. The fire safety program has many different facets that provide targeted, quality education to the different populations in Statesboro and Bulloch County. The department has developed Fire Safety Curriculum that covers the basics of fire safety along with some of the science behind it. Teachers can call the department and have firefighters come to their classrooms or plan a

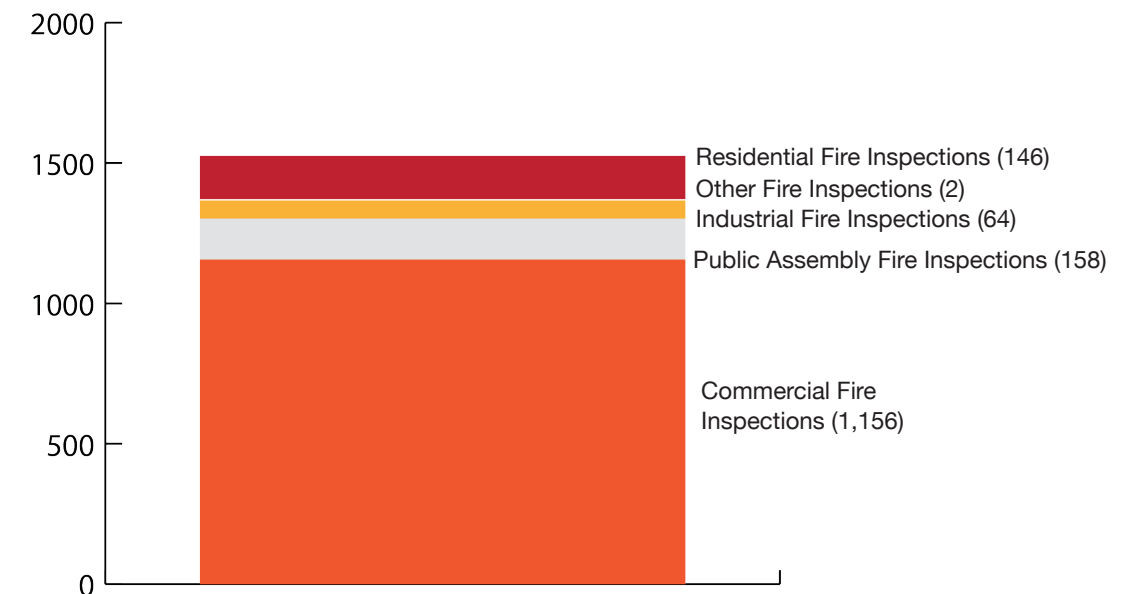


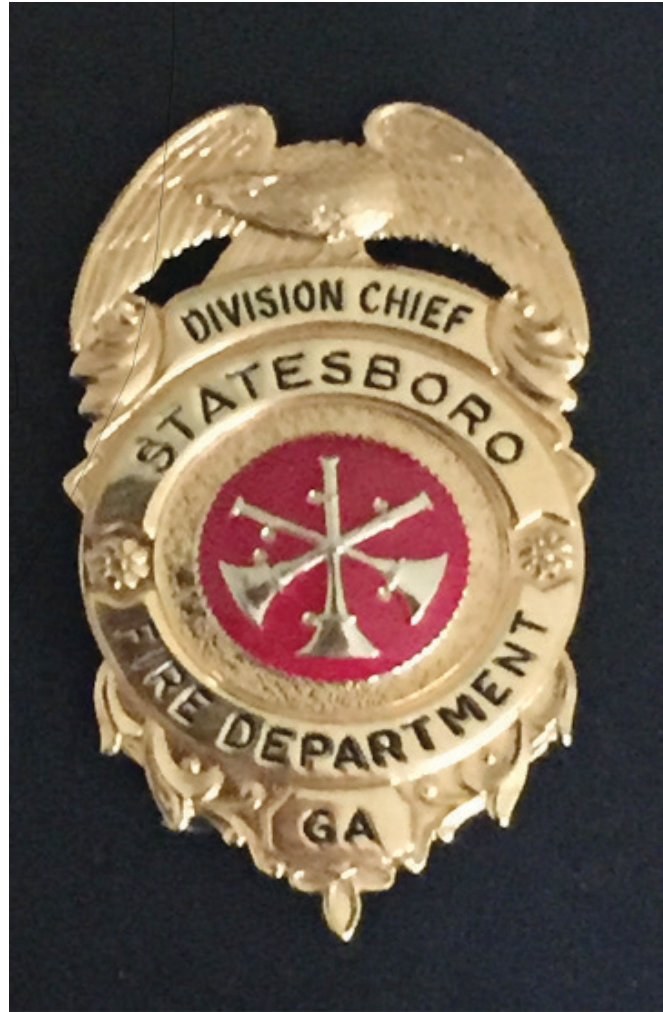
field trip to the Fire Department at any time. In 2016, the Statesboro Fire Department was able to reach almost 13,000 people with fire safety information.

The department also offers free smoke detector installation for Statesboro and Bulloch County residents. This service is offered as an effort to build relationships with the community and promote fire safety. Over the past few years, the Statesboro Fire Department has installed over 300 free smoke detectors.

FIRE INSPECTIONS 2016

The Statesboro Fire Department completed a total of 1,526 fire inspections. There were an additional 767 re-inspections.





DIVISION CHIEF TRACY NESMITH

Division Chief Tracy NeSmith has been in the fire service for 27 years with 13 of these years served at Statesboro Fire Department moving up in the ranks from firefighter to his current assignment as Division Chief of Prevention.

As Division Chief of Prevention, Chief NeSmith is responsible for providing services to prevent the loss of life and property due to fire, which is achieved via life and life safety code enforcement, plan review, and public education.

INSPECTORS



Jeffrey Flake



Carlos Nevarez

The Prevention Division is responsible for managing and maintaining the highest level of fire and life safety possible in the city and in the five-mile district. A list of responsibilities is those of pre-incident planning; plan review; inspections (new construction, annual fire, occupational tax certificate, alcohol, and commercial); fire safety outreach programs; life safety and fire code enforcement; and cause and origins.

We have to maintain a good knowledge of our city ordinance, state adopted fire codes, and international fire and building codes. Currently on board our team is a staff of two fire inspectors and one arson investigator.

The Prevention Division strives to give the community the best service possible by working closely with other city departments, business owners and contractors that we come in contact with to achieve the safest place to live and visit.

WHAT TO DO IN THE EVENT OF A FIRE

- 1** Leave the building immediately.
- 2** Feel door handles. If they are warm, do not open them. Find another way out of your room. If you can't get out, signal for help.
- 3** Close doors behind you.
- 4** Stay low when there is smoke, where the air is cleaner and cooler.
- 5** Always use closest exit or stairway; never use elevators.
- 6** If the alarm is on your way out, pull it!
- 7** Once outside, do not go back in!
- 8** If your clothes are on fire, stop, drop, and roll.
- 9** Call 911 as soon as possible.

FIRE SAFETY FACTS

- According to an NFPA survey, only **one-third** of Americans have both developed and practiced a home fire escape plan.
- **One-third** of Americans households who made a fire escape plan estimated that they would have at least **six minutes** before a fire in their home would become life threatening. The time available is often less.
- Working smoke alarms cut the risk of dying in reported home fires in **half**.
- **Half** of home heating fire deaths resulted from fires caused by heating equipment too close to things that can burn, such as upholstered furniture, clothing, mattresses or bedding.
- **Two of every five** home fires start in the kitchen.



- On average, there are **32** home candle fires reported per day.
- The leading factor contributing to heating equipment fires was failure to clean, principally creosote from solid fueled heating equipment, primarily chimneys.



DIVISION CHIEF OF TRAINING BOBBY DUGGAR

Bobby Duggar is the Division Chief of Training for the City of Statesboro Fire Department. He began his career in Statesboro and climbed through the ranks as a Firefighter, Driver/Engineer, and Lieutenant. During his career Chief Duggar has also worked with the Charleston Fire Department and in Metro Atlanta for the Sandy Springs Fire Department. The purpose of this position is to ensure that firefighters are adequately trained in all phases of fire protection and fire suppression and meet or surpass minimum training requirements and standards, set up by NFPA and the State of Georgia.

Chief Duggar has received extensive training in all areas of the fire service profession and works to ensure the men and women serving alongside him are exceptionally trained. As the Training Chief, he is accountable to the men and women of the Statesboro Fire Department to provide the most realistic, relevant, and intense training that can be offered.

The Statesboro Fire Department's Training Division works hard to ensure that Statesboro and Bulloch County residents are safe in any situation. To become a firefighter in the state of Georgia, a person must have 240 hours of training, but at the Statesboro Fire Department, the requirements are higher. During a firefighter's first year at the department, they are required to obtain almost 80 additional hours of certifications and training. All firefighters are required to complete at least three hours of training every time they are on shift and often go to classes at the Georgia Public Safety Training Center in Forsyth, Georgia or the National Fire Academy in Emmitsburg, Maryland to obtain additional skills and certifications. In-house training for Georgia Fire Academy and National Fire Academy classes is also provided and open, not only to SFD personnel, but also other local, regional, and state-wide fire departments. Personnel are able to progress through training programs designed to move them through Probationary Firefighter, Firefighter, Fire Apparatus Operator, Company Officer, and beyond.



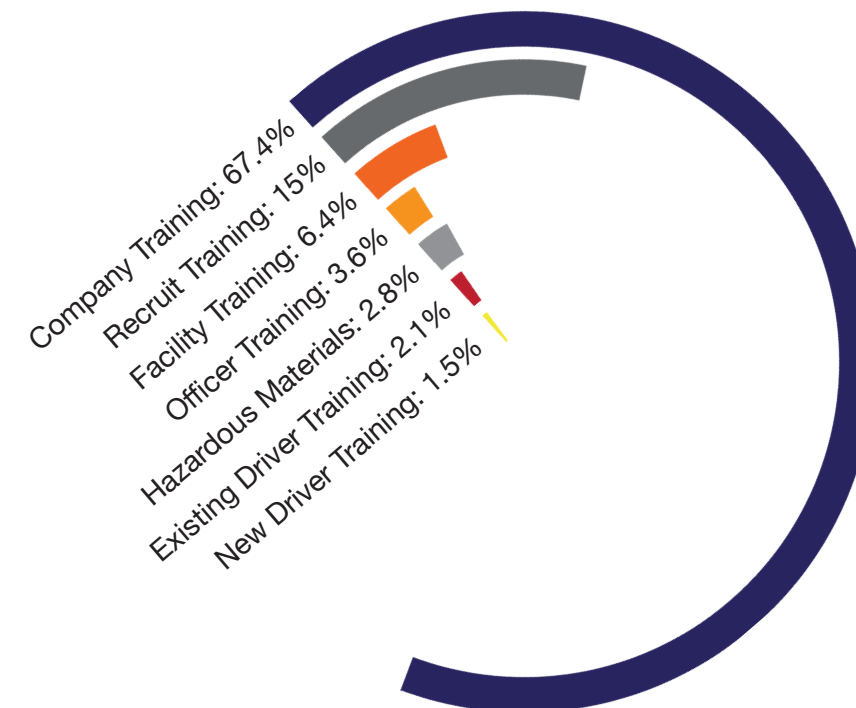
CERTIFICATIONS & ISO RATINGS

The National Board on Fire Service Professional Qualifications (NPQ) serves as the benchmark for certifications in the State of Georgia. NPQ sets the standards required for someone to fight fires and offers classes for firefighters to complete. Under NPQ guidelines, the Statesboro Fire Department has 34 Firefighters with level two certification. Of the department's 13 officers, three have Fire Officer Three certification and the remaining have reached Fire Officer Two.

In addition to NPQ's, Fire Departments also undergo reviews from the Insurance Safety Organization (ISO)

to obtain a public protection class rating. This is accomplished through a variety of criteria and ensures the department is offering the best possible service to the community. The rating system is based off of a 1-10 rating, 1 being the best and 10 representing a low coverage area. The Statesboro Fire Department is a Class 3/8B Department. There are only 75 departments in the State of Georgia (out of 970) that fall within the 1-3 rating, and only 8 that have an 8B rating. These ratings are assigned based on the proximity to the Fire Departments and the available water sources near the property.

STATESBORO FIRE DEPARTMENT TRAINING HOURS



Total: 13,291.75

Monthly Average:

1,107.65

Yearly Average

Per Person: 255.61

ADMINISTRATIVE ASSISTANTS



Lee Cheshire

Alicia Cartee (not pictured)

Our administrative assistants play a vital role in the day to day operations of the Statesboro Fire Department. Assisting both the administrative (Fire Chief, Deputy Chief, training, and prevention) and operations (firefighting personnel) sides of the Department, their daily duties include, but are not limited to:

- maintaining records in Fire Programs, the Department's incident reporting software
- updating records for Insurance Service Office (ISO) review
- ordering and distributing station uniforms and turnout gear
- processing requisitions, purchase orders, and check requests
- scheduling activities as requested by the community
- serving as a receptionist for the Fire Department's Administrative Office



AUXILIARY

The Statesboro Firefighters Auxiliary is a group formed in September 2009, to nurture and support the Statesboro Fire Department members and their immediate family members. This group works to establish rapport among families in the department so they will feel comfortable calling on the Auxiliary in times of need. The Auxiliary serves as the bridge between the Fire Department and the community in order to create a mutually beneficial relationship between the two.



CAFE

The Community Assistance in Fire Emergency (CAFE) unit serves the community by giving community members affected by structure fires a place to wait while firefighters are on scene. In the CAFE unit, families are given information on what steps to take after a house fire. The CAFE unit also serves firefighters by providing them a place to rest. This allows Statesboro firefighters to perform at their highest level for the members of the community.

MEMBERS

Sheena Chapman
Michael Hall
Isabel Morgan
Katie Murphy
Debra Nessmith

Tiffany Patterson
Jennifer Strosnider
Bill Taylor
Mary Louise Trippe

KIWANIS OGEECHEE FAIR

Every year the Statesboro Fire Department goes to the Kiwanis Ogeechee Fair to share fire safety tips and engage with the community. Firefighters have a great time making balloon animals and painting faces for the children in the area. This event is a great time to interact with the community in ways beyond the fire service.

RELAY FOR LIFE

The Fire Department's involvement with Relay for Life ranges from raising money to participating in the Relay event. The three battalions compete to see who can raise the most money for Relay for Life throughout the year. At the end of the in-house competition all of the teams come together to support Bulloch County's Relay for Life event by attending to the event.

CAR SEAT INSTALLATION

Statesboro firefighters and administrative staff have the opportunity to be certified in child passenger safety seat installation. This is a valuable resource for families in the community, as it ensures your child's safety. For help with the installation of your child's car seat, you can stop by the Fire Department anytime Monday-Friday from 8 a.m. to 5 p.m. and a certified technician will be happy to assist you.

SMOKE DETECTORS

The firefighters take pride in their community and strive to make it a better place to live. The Statesboro Fire Department's smoke detector program involves firefighters installing a free smoke detector in your home. When a smoke detector is present, the likelihood of death by structure fire is cut in half.

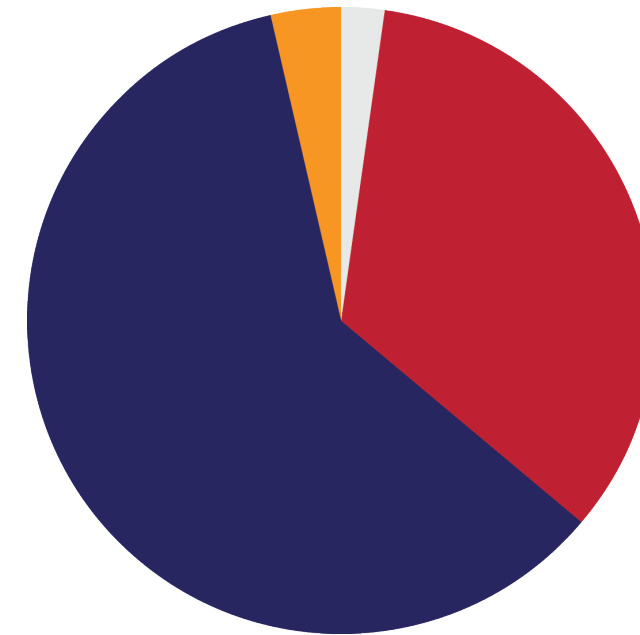
UP IN FLAMES

This event is hosted by Georgia Southern University and teaches students the importance of fire safety in the residence halls. All freshmen are required to attend this event to learn about the dangers of fire in the residence halls. The Statesboro Fire Department initiates a mock burn to demonstrate how quickly a dorm room can go "up in flames."



PUBLIC EDUCATION PARTICIPANTS 2016

The Statesboro Fire Department reached 7,517 at public education events in 2016. Participants vary in age from toddlers to adults.



Fire Safety Talks (4)

187
PEOPLE

Show-n-Tells (31)

2,545
PEOPLE

Station Tours (8)

266
PEOPLE

Special Events (9)

4,519
PEOPLE



FIRE OFFICER OF THE YEAR



SFD Chief Tim Grams presents Division Chief Bobby Duggar with the award for Fire Officer of the Year.

FIREFIGHTER OF THE YEAR



SFD Chief Tim Grams presents Firefighter Ben Adams with the award for Firefighter of the Year.



RALPH DEAL TRAINING AWARD

Chief Tim Grams presents Lieutenant Jamie Strosnider with the Ralph Deal Training Award.

DEPARTMENTAL/INDIVIDUAL ACCOMPLISHMENTS FOR 2016

- New training facilities (rebuilt/updated training tower & burn building) that will benefit not just SFD, but BCFD, SPD, & BCSO.
- Construction of multi-story burn building started in 2016, to be completed by early Summer 2017



NEW PROGRAMS

- Rescue Dive Training Program (42-hour program) established by FAO Joseph Glenn: Open water, Search and Recovery, & Rescue courses
- Fire Apparatus Operator training and position established, along with nine (9) firefighters completing the initial program.

ACADEMICS

- Chief Bobby Duggar earned a B.S. in Psychology from Liberty University (Summa Cum Laude)
- Lieutenant Jason Gammon earned a B.S. in Occupational Safety from Waldorf University (Magna Cum Laude)
- Captain Chris Whitehead completed a 120 hour course in arson detection/investigation from the Georgia Public Safety Training Center





**CITY OF STATESBORO
Council Minutes
June 06, 2017**

A regular meeting of the Statesboro City Council was held on June 06, 2017 at 9:00a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn, John Riggs and Travis Chance. Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling and City Attorney Cain Smith,

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

The Invocation and Pledge of Allegiance was led by Mayor Jan Moore

Recognitions/Public Presentations

A) Recognition for City of Statesboro “Employee of the Year”

Mayor Moore, Council and Director of Human Resource presented Tammy Rushing with a check and plaque as the “Employee of the Year”.

B) Retirement of John Paul Ellis, Wastewater Maintenance Technician, with 15 years of service for the City of Statesboro

Mayor Moore and Director of Water/Wastewater Van Collins presented John Paul Ellis with a retirement plaque for 15 years of service with the City of Statesboro.

C) Update on Police Department’s new shift scheduling

Police Chief Broadhead updated Council on the new schedule of working hours for the Police Department.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) **05-16-2017 Council Minutes**

b) **05-16-2017 Executive Session Minutes**

B) Consideration of a motion to approve the surplus of vehicles and weapons from the Statesboro Police Department as attached in exhibit A-D.

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

Public Hearing and discussion of the proposed City of Statesboro Budget for Fiscal Year 2018

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

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

Councilman Boyum suggested the removal of the server permits from the budget. There was no vote taken on the suggestion.

Public Hearing and First Reading of Ordinance 2017-08: An Ordinance Amendment modifying the application of Section 6-8 as it applies to Hotels holding Class B and/or C alcoholic beverage licenses.

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

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

There was no vote taken on this item.

Consideration of a Motion to Approve Resolution 2017-19: A Resolution adopting maximum tariff rates allowed by towing and storage operators engaged in non-consensual towing

Councilman Riggs made a motion, seconded by Councilman Jones to approve Resolution 2017-19: A Resolution adopting maximum tariff rates allowed by towing and storage operators engaged in non-consensual towing. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve the renewal of the “Statesboro Police Department Towing Rotation Agreement” template for use by the Statesboro Police Department to regulate towing companies performing towing services at the request of the Statesboro Police Department

Councilman Yawn made a motion, seconded by councilman Riggs to approve the renewal of the “Statesboro Police Department Towing Rotation Agreement” template for use by the Statesboro Police Department to regulate towing companies performing towing services at the request of the Statesboro Police Department. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to Award a contract for the construction of a wash rack to Hawk Construction in the amount of \$180,350.00. This item was budgeted in the amount of \$190,000.00 for FY2017 under CIP#SWC-18

Councilman Yawn made a motion, seconded by Councilman Riggs to award a contract for the construction of a wash rack to Hawk Construction in the amount of \$180,350.00. This item was budgeted in the amount of \$190,000.00 for FY2017 under CIP#SWC-18. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to award a contract for banking services to BB&T Bank for four one-year terms.

Councilman Chance made a motion, seconded by Councilman Yawn to award a contract for banking services to BB&T Bank for four one-year terms. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Motion to award contracts for auditing services to Lanier, Westerfield, Deal and Proctor in the amount of \$43,000.00 FY 2017, \$44,000.00 FY 2018 and \$45,000.00 FY 2019. If approved, each yearly contract will be signed prior to beginning auditing services. Auditing services are funded under the Finance Department in the General Fund.

Councilman Riggs made a motion, seconded by Councilman Jones to award contracts for auditing services to Lanier, Westerfield, Deal and Proctor in the amount of \$43,000.00 FY 2017, \$44,000.00 FY 2018 and \$45,000.00 FY 2019. If approved, each yearly contract will be signed prior to beginning auditing services. Auditing services are funded under the Finance Department in the General Fund. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve Resolution 2017-20 A Resolution for the reclassification within the Central Services Department of a GIS Specialist position to a IT Support Specialist position.

Councilman Yawn made a motion, seconded by Councilman Riggs to approve Resolution 2017-20. A Resolution for the reclassification within the Central Services Department of a GIS Specialist position to a IT Support Specialist position. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to Accept the Memorandum of Understanding (MOU) between the Averitt Center for the Arts, The Downtown Statesboro Development Authority, and the City of Statesboro (“the Partners”) to collaborate and to make an application for the America’s Best Communities Competition and award funding.

Mayor Moore tabled this item until the next meeting.
There was no vote taken.

Other Business from City Council

Mayor Moore asked Council for a volunteer to carry the flag for the GMA Parade of Flags at the Convention in June. Councilman Yawn volunteered to carry the flag. Mayor Moore asked for a nomination for the voting delegate at the same convention. Council suggested that Mayor Moore be the voting delegate. Mayor Moore agreed to be the voting delegate.

Mayor Moore also stated the regular council meeting scheduled for July 4th, 2017 will be cancelled.

A discussion was held regarding the Memorandum of Understanding (MOU) for the Blue Mile. Councilman Boyum stated his concerns were how the members would be chosen for the board and who they would be. He stated the City should have a representative on the board with voting powers. Bob Mikell spoke on behalf of the Blue Mile Foundation. He stated there would possibly be 7 members and they would certainly consider Phil's concerns.

City Managers Comments

City Manager Randy Wetmore stated the last 4 months of opening early at 7:00 am on cut off days was not productive. Therefore, the customer service department will open at 8:00 am and close at 5:30 pm.

Public Comments (General) None

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 10:05 am.

RESOLUTION 2017-23: A RESOLUTION TO ADOPT THE FISCAL YEAR 2018 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE FOR APPROPRIATION

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

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

WHEREAS, the Mayor and City Council have reviewed the proposed FY 2018 Budget as presented by the City Manager and Director of Finance; and

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

WHEREAS, the Mayor and City Council wish to adopt this proposal as the Fiscal Year 2018 Annual Budget;

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

Section 1. The proposed Fiscal Year 2018 Budget, attached hereto and incorporated herein as a part of this Resolution, is hereby adopted as the Budget for the City of Statesboro, Georgia for Fiscal Year 2018, which begins July 1, 2017 and ends June 30, 2018.

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

Section 3. The "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further Budget amendment approved by the Mayor and City Council.

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

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

Section 6. The Proposed Pay Plan for FY 2018 shown in this Budget, as amended, is hereby formally adopted as the City's Pay Plan effective on July 1, 2017, unless further amended by resolution of the Mayor and City Council,

Section 7. The proposed Capital Improvements Program presented is hereby adopted as the City of Statesboro's Capital Improvements Program for FY 2018-FY 2023. This Program is hereby adopted as the City's long-term financial plan unless further amended by resolution of the Mayor and City Council.

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

Adopted this 20th day of June, 2017.

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

Memorandum of Understanding

WHEREAS, the Averitt Center for the Arts (“Averitt”), The Downtown Statesboro Development Authority, and the City of Statesboro (“City”) (collectively “the Partners”) came together to collaborate and to make an application for the America’s Best Communities Competition and award funding; and

WHEREAS, the Partners entered into a collaborative agreement, in which the Averitt Center for the Arts was the lead agency named applicant and the City of Statesboro was the fiscal agent; and

WHEREAS, the Partners submitted an application on behalf of the City and were named as quarter finalist winners in the America’s Best Communities competition; and

WHEREAS, the America’s Best Communities competition issued \$50,000 in quarter prize award winnings to the Averitt as lead agency named on the application; and

WHEREAS, the America’s Best Communities competition issued \$100,000 in semi-final prize award winnings to Averitt as lead agency named on the application; and

WHEREAS, the City of Statesboro, Downtown Statesboro Development Authority, and the Averitt Center for the Arts have a very positive, pro-partnership relationship and have worked together with other private partners to continue in the objectives of the America’s Best Communities competition; and

WHEREAS, under a previously approved Memorandum of Understanding, the past prize award winnings were accounted for, administered, and maintained by the City in accordance with the rules of the competition and the financial policies and requirements of the City; and

WHEREAS, the America’s Best Communities competition has awarded finalist award winnings of \$1,000,000 to the Averitt as lead agency named on the application; and

WHEREAS, the competition phase of the contest is over; and

WHEREAS, there has been accumulation of award money and private contributions (“Funds”); and

WHEREAS, the Partners herein desire to enter into a Memorandum of Understanding setting forth the future administration and expenditure of the Funds;

NOW THEREFORE, the Partners hereby agree as follows:

1. All Funds currently held by City as fiscal agent shall be transferred to Averitt.
2. City shall release any and all current or potential claims to Funds held by Averitt.
3. Averitt shall notify City of Funds transferred to outside entities within seven days following transfer of said Funds.

4. The Averitt will provide an annual accounting of the Funds received and expended, and the nature and amount of said expenditures, to City and the public on an annual basis until the expenditure of Funds is complete.

5. It is further agreed that upon the entry of this Memorandum of Understanding and transfer of Funds held by City to Averitt, any duty of the City to the other Partners shall be discharged.

6. To the extent that the terms of this Memorandum of Understanding differ from the Memorandum of Understanding of the same subject matter previously executed by these same parties, that the terms of this Memorandum of Understanding last executed shall control.

By: Averitt Center for the Arts

By: City of Statesboro

Laura Wheaton
Chairman of the Board

Mayor Jan J. Moore

Witness:

Attest: Sue Starling, City Clerk

By: Downtown Statesboro Development Authority

Allen Muldrew
Executive Director

Witness:

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: June 12, 2017

RE: June 20, 2017 City Council Agenda Items

Policy Issue: *Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages)*
Amendment modifying the application of Section 6-8 as it applies to Hotels
holding Class B and/or C alcoholic beverage licenses.

Recommendation: N/A

Background: Second Reading

Budget Impact: None

Council Person and District: N/A

Attachments: Amended and existing Ordinance

Ordinance 2017-08: 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. 6-8. - Regulations pertaining to certain classes of licenses only.

(a) Retail beer and wine by the package.

(1) Retail beer and wine by the package (Class B and C) shall be permitted in food stores, grocery stores, supermarkets, convenience food stores and discount/general merchandise stores as an item incidental to the sale of foodstuffs, groceries, or other mercantile items.

(2) Except as specifically provided for in paragraph (b) below concerning growlers, the original retail containers of any alcoholic beverage sold by a retail beer and wine by the package licensee hereunder shall not open on the lot or premises of the location licensed for the sale thereof unless purchased at a Hotel (as defined herein) with a Class B and/or C license, in which case opening and consumption of these wine or beer containers in the Hotel's guest rooms and common areas, excepting the parking lot, is permitted.

(3) *Visibility of premises from public street.* No licensee for the sale of alcoholic beverages by the package shall operate under the license, unless the front entrance to the licensed premises is clearly visible from the public street; provided, however, that this restriction shall not apply where the licensee is a motel, hotel, private club or is located in a shopping center or multiple-story business building.

Jan J. Moore, Mayor

Sue Starling, City clerk

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CITY OF STATESBORO

COUNCIL

Phil Boyum
Sam Lee Jones
Jeff Yawn
John C. Riggs
Travis L. Chance



Jan J. Moore, Mayor
Robert Cheshire, P.E.,
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: June 8, 2017

RE: June 20, 2017 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Special Exception*

Recommendation: Staff recommends approval of the special exception requested by application SE 17-05-01 with recommendations.

Background: Enterprise Leasing Company Southeast, LLC requests a special exception for .68 acres of property located at 922 Northside Drive East to utilize the property as a motor vehicle leasing facility in the CR (Commercial Retail) zoning district (Tax Parcel S51 000064 000).

Budget Impact: None

Council Person and District: Phil Boyum (District 1)

Attachments: Development Services Report SE 17-05-01



City of Statesboro – Department of Community Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

SE 17-05-01
SPECIAL EXCEPTION REQUEST
922 NORTHSIDE DRIVE EAST

LOCATION: 922 Northside Drive East

REQUEST: Special exception to utilize the property located at 922 Northside Drive East as a motor vehicle leasing facility in the CR (Commercial Retail) zoning district.

APPLICANT: Enterprise Leasing Company Southeast LLC

OWNER(S): Shin Real Estate Holdings, LLC

LAND AREA: .68 acres

PARCEL TAX MAP #s: S51 000064 000

COUNCIL DISTRICT: District 1 (Boyum)



PROPOSAL:

The applicant requests a special exception to utilize the property located at 922 Northside Drive East as a motor vehicle leasing facility in the CR (Commercial Retail) zoning district (Tax Parcel S51 000064 000). The applicant's business has outgrown the current location (967 Northside Drive East), which is located in a small strip shopping center with shared parking among three (3) businesses. The *Statesboro Zoning Ordinance* does not specifically mention motor vehicle leasing facilities and their zoning designation; however, automotive and allied sales and services are restricted to the HOC (Highway Oriented Commercial) zoning district (See **Exhibit A**—Location Map, **Exhibit B**—Pictures of Applicant's Current Location and **Exhibit C**—Pictures of Proposed Subject Site).

BACKGROUND:

The applicant's current location (967 Northside Drive East) is split-zoned R15 (Single-Family Residential) and CR (Commercial Retail). The location contains nineteen (19) parking spaces, of which two (2) are ADA. Statesboro Karate, located on the same parcel as Enterprise Rent-A-Car, operates Monday, Wednesday and Thursday from 10:00 AM to 9:00 PM; Tuesday from 10:00 AM to 2:00 PM and Friday from 10:00 AM to 7:00 PM. All-Clean of Statesboro, which opened in 2014, is located on the parcel, operates Monday through Friday from 8:30 AM to 6:00 PM and offers a 24/7 on-call service, which may require operation beyond regular business hours. Consequently, the number of businesses, the nature of their services, their operating hours and the limited number of parking spaces creates problematic traffic/parking conditions.

In 2008, building permit number 6727 was issued for the construction of a parking lot addition at the proposed subject site (922 Northside Drive East) (See **Exhibit D**—Statesboro Cardiology Site Plan). The site contains thirty-three (33) parking spaces and one (1) ADA space.

SURROUNDING LAND USES/ZONING:

| | ZONING: | LAND USE: |
|---------------|--|---|
| NORTH: | CR (Commercial Retail) and R15 (Single-Family Residential) | Personal service facility and single-family detached dwelling units |
| SOUTH: | CR (Commercial Retail) | Personal service facility |
| EAST: | R15 (Single-Family Residential) | Single-Family detached dwelling units |
| WEST: | CR (Commercial Retail) and R15 (Single-Family Residential) | Personal service facilities and single-family detached dwelling units |

The subject property is adjacent to single-family residential dwellings to the east and personal service facilities to the north, south and west, including My Eye Doctor, Statesboro Karate and All-Clean, to name a few. (See **Exhibit B**— Pictures of Proposed Subject Site (922 Northside Drive East)).

COMPREHENSIVE PLAN:

The subject site lies within the “Neighborhood Center” character area as identified by the City of Statesboro 2014 Future Development Map (See **Exhibit E**—2014 Future Development Map) within the City of Statesboro Updated 2014 Comprehensive Plan.

Vision:

This character area is characterized by a blend of lower- to medium-density residential and commercial, personal service, and offices that are neighborhood scale in size and intensity. This character area often acts as a buffer or transition area between single family residential areas and more intense commercial areas. These areas are likely to experience uncontrolled strip development if growth is not properly managed. This character area strives to balance the provision of neighborhood services with the protection of nearby residential areas.

Appropriate Land Uses:

- Single-family residential
- Medium-density residential
- Neighborhood scale commercial, office, and service

Suggested Development Strategies:

- A mix of appropriately scaled retail, services, and offices to serve neighborhood residents day-to-day needs.
- Implement traffic calming measures along major roadways

Statesboro Updated 2015 Comprehensive Plan, Community Agenda page 23.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject site is currently served by city services including water, sewer, sanitation, and public safety. No significant impact is expected on city services as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

ANALYSIS:

The applicant requests a special exception to utilize the property located at 922 Northside Drive East as a motor vehicle leasing facility with an average capacity of ten (10) to fifteen (15) vehicles available for rental. The subject site is located in the CR (Commercial Retail) zoning district and the applicant’s requested use is only permitted in the HOC (Highway Oriented Commercial) zoning district by right as an allied use to automobile sales and services.

Special exceptions allow for land uses that are not permitted by right within a zoning district, but which are defined as an acceptable use type, are of the same general character of permissible uses in the district, can meet the specific requirements contained in the ordinance and are listed as a special exception in the ordinance.

I. **Consideration of the Definition of the Applicant’s Proposed Use and its General Character**

The applicant is requesting to use the subject site as a motor vehicle leasing facility for a parcel zoned CR (Commercial Retail). While motor vehicle leasing facilities are not specifically mentioned in the

Statesboro Zoning Ordinance, automotive and allied sales and services is not a permissible use by right in the CR (Commercial Retail) zoning district and are restricted to the HOC (Highway Oriented Commercial) zoning district only.

The general character of the applicant's business requires the on-site storage of inventory vehicles for lease, however short-lived, which is similar in nature to automotive sales facilities.

II. **Consideration of the Proposed Use's Ability to Adhere to the CR Zoning District's Requirements**

The proposed subject site was upgraded to include twenty-five (25) additional parking spaces in 2008. The site contains thirty-three (33) parking spaces and one (1) ADA space. The subject site contains one 2,800 sq. ft. building, one 465 sq. ft. storage section and one 75 sq. ft. porch. The subject site was developed in accordance with CR (Commercial Retail) requirements when the building was erected.

While the applicant is requesting the use of the subject site as a motor vehicle leasing facility, the applicant estimates an average ten (10) to fifteen (15) vehicles stored on-site. In addition, the applicant's policy prohibits the overnight storage of customer vehicles upon rental, which may reduce problematic parking/traffic.

III. **Consideration of the Proposed Use's Inclusion in the CR Zoning District as a Special Exception**

According to the *City of Statesboro Updated 2014 Comprehensive Plan*, the subject site lies within the "Neighborhood Center" character area. This character area emphasizes the development of neighborhood-scale residential, commercial and personal service uses. Generally, neighborhood-scale uses include retail, restaurant and neighborhood services.

Article VIII, referenced by Article X, of the *Statesboro Zoning Ordinance* permits the grant of a special exception upon a finding by the governing body that the requested use is "of the same general character" as those uses permitted within the district without the grant of a special exception and requires that "in determining the compatibility of the conditional use with adjacent properties and the overall community, the mayor and city council (will) consider the same criteria and guidelines [as for] determinations of amendments, as well as the following factors:"

Section 2406 of the *Statesboro Zoning Ordinance* lists seven (7) factors that should be considered by Mayor and City Council "in determining compatibility" of the requested use with adjacent properties and the overall community for considerations of Conditional Use Variances, or Special Exceptions as follows:

- A. Adequate provision is made by the applicant to reduce any adverse environmental impact of the proposed use to an acceptable level.
- B. Vehicular traffic and pedestrian movement on adjacent streets will not be substantially hindered or endangered.
- C. Off street parking and loading, and the entrances to and exits from such parking and loading, will be adequate in terms of location, amount, and design to serve the use.
- D. Public facilities and utilities are capable of adequately serving the proposed use.
- E. The proposed use will not have significant adverse effect on the level of property values or the general character of the area.
- F. Unless otherwise noted, the site plan submitted in support of an approved conditional use shall be considered part of the approval and must be followed.
- G. Approval of a proposed use by the mayor and council does not constitute and [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the planning commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.
 - This request, if approved, is personal to the applicant. Any future changes to this proposal must be approved by City Council.

Additionally, § 2406 of the *Statesboro Zoning Ordinance* also requires consideration of the following factors given for standards for determination in a zoning change in "balancing the promotions of the public health, safety, morality [morals] and general welfare against the right of unrestricted use of property" given in § 2007 of the *Statesboro Zoning Ordinance*":

- A. Existing uses and zoning or [of] property nearby.
- B. The extent to which property values are diminished by the particular zoning restrictions.
- C. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.
- D. The relative gain to the public, as compared to the hardship imposed upon the property owner.
- E. The suitability of the subject property for the zoned purposes.

- F. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.
- G. The extent the proposed change would impact population density in the area, community facilities, living conditions in the area, traffic patterns and congestion, environmental aspects, existing and future land use patterns, and property values in adjacent areas.

STAFF RECOMMENDATION:

Staff recommends approval of the use requested by application SE 17-05-01 with the following recommendations:

- 1. The total number of vehicles parked at the location shall not exceed thirty-three (33).
- 2. Extend the continuous shrub buffer, of at least four (4) feet in height at the time of planting, in front of the right side lot facing Northside Drive (See **Exhibit B**—Pictures 5 and 6).

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting held Tuesday, June 6, 2017, the Planning Commission voted 7 to 0 to approve application SE 17-05-01 with staff's recommendations as follows:

- 1. The total number of vehicles parked at the location shall not exceed thirty-three (33).
- 2. Extend the continuous shrub buffer, of at least four (4) feet in height at the time of planting, in front of the right side lot facing Northside Drive.

EXHIBIT A: LOCATION MAP



EXHIBIT B: PICTURES OF PROPOSED SUBJECT SITE (922 NORTHSIDE DRIVE EAST)



Picture 1 Proposed Location Depicting Parking Lot facing North



Picture 2 Proposed Location Depicting Existing Structure

EXHIBIT B: PICTURES OF PROPOSED SUBJECT SITE (922 NORTHSIDE DRIVE EAST) (CONT.)



Picture 3 Proposed Location Depicting Parking Lot on Southern Side of Existing Structure



Picture 4 Proposed Location Depicting Additional Spaces on Southern Property Line

EXHIBIT B: PICTURES OF PROPOSED SUBJECT SITE (922 NORTHSIDE DRIVE EAST) (CONT.)

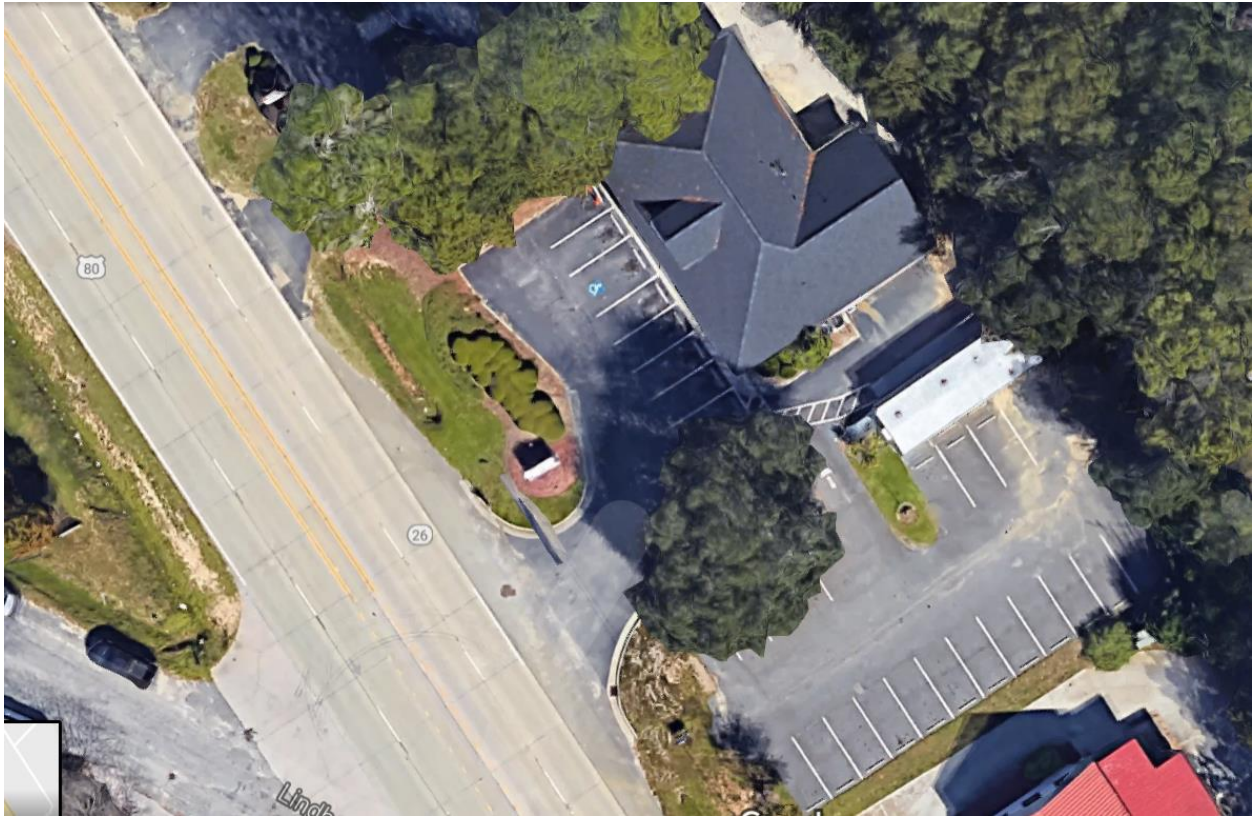


Picture 5 Right Side Lot Facing Northside Drive for Installation of Shrubs



Picture 6 Left Side Lot Facing Northside Drive with Shrubs Installed

EXHIBIT B: PICTURES OF PROPOSED SUBJECT SITE (922 NORTHSIDE DRIVE EAST) (CONT.)



Picture 7 Aerial View of Proposed Location Depicting Parking Area (Image: Google Earth)

EXHIBIT C: PICTURES OF APPLICANT'S CURRENT LOCATION (967 NORTHSIDE DRIVE EAST)



Picture 8 Applicant's Current Location Depicting the Site's Southern Property Line and Parking Lot



Picture 9 Applicant's Current Location Depicting the Site's Parking Lot Facing North

EXHIBIT C: PICTURES OF APPLICANT'S CURRENT LOCATION (967 NORTHSIDE DRIVE EAST) (CONT.)



Picture 10 Applicant's Current Location Depicting the Site's Parking Lot Facing North



Picture 11 Applicant's Current Location Depicting the Site's Limited Parking

EXHIBIT C: PICTURES OF APPLICANT'S CURRENT LOCATION (967 NORTHSIDE DRIVE EAST) (CONT.)



Picture 12 Applicant's Current Location Depicting the Site's Parking Lot Facing South



Picture 13 Applicant's Current Location Depicting the Site's Parking Lot Facing North

EXHIBIT C: PICTURES OF APPLICANT'S CURRENT LOCATION (967 NORTHSIDE DRIVE EAST) (CONT.)



Picture 14 Applicant's Current Location Depicting Rear of Lot and Northside Drive East where Customers Park Evenings



Picture 15 Northside Drive East Depicting Location where Customers Park Evenings

EXHIBIT C: PICTURES OF APPLICANT'S CURRENT LOCATION (967 NORTHSIDE DRIVE EAST) (CONT.)



Picture 16 Northside Drive East Depicting Customers Parking in the Evening

EXHIBIT D: STATESBORO CARDIOLOGY SITE PLAN

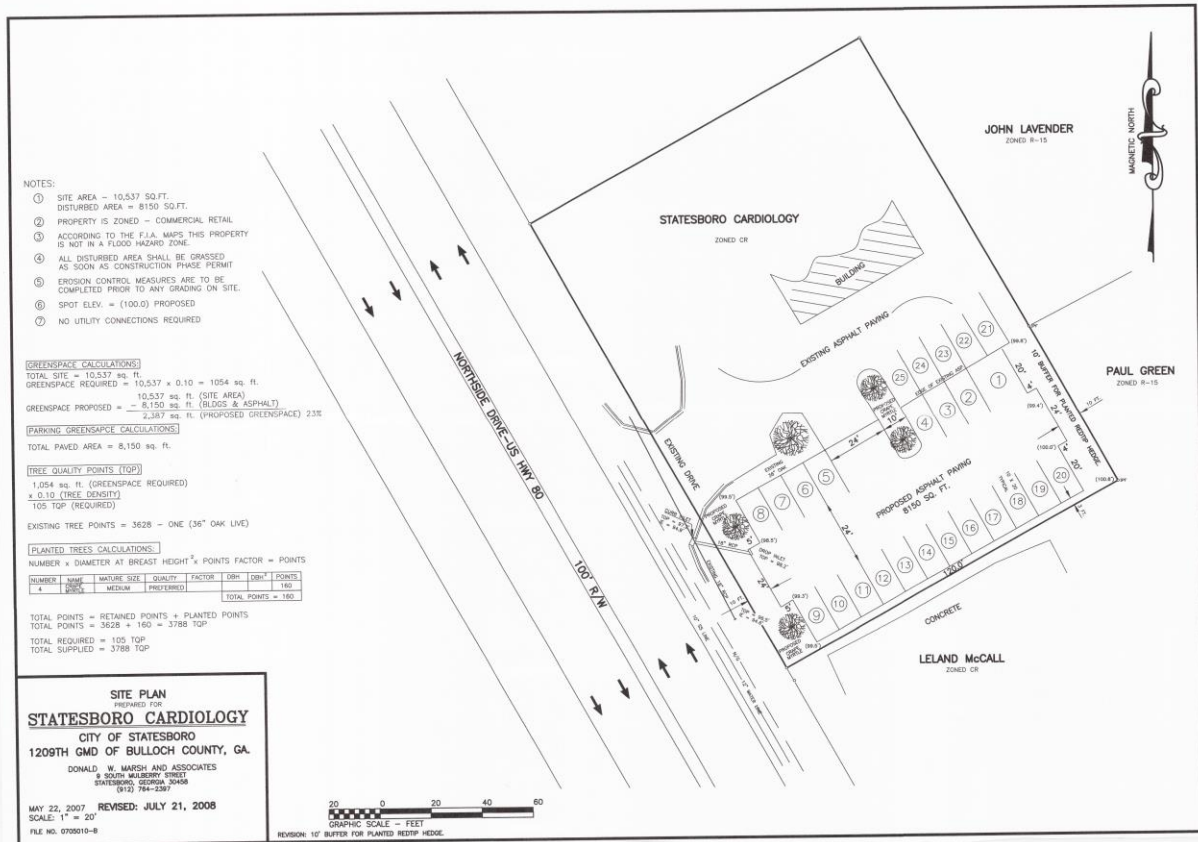
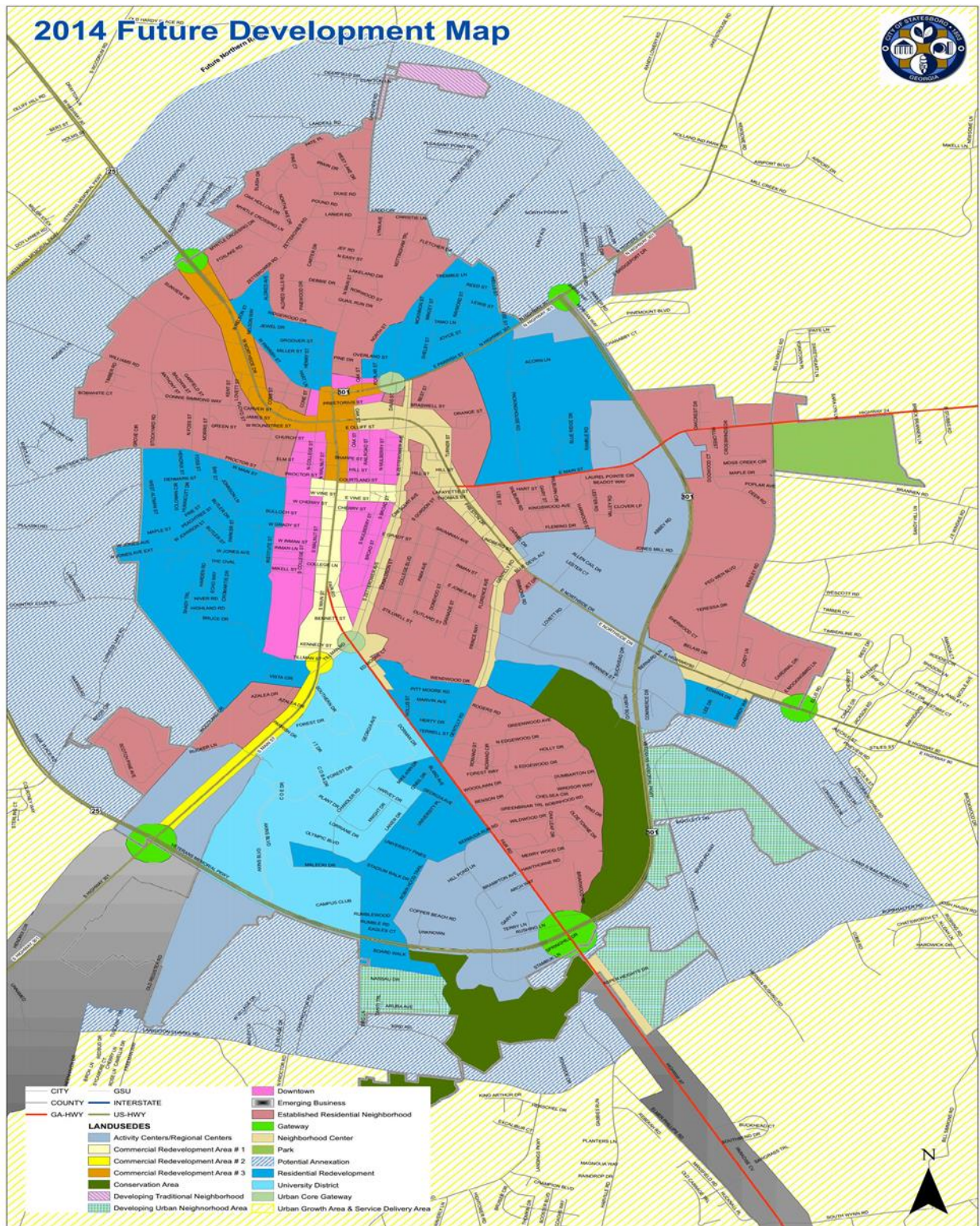


EXHIBIT D: 2014 FUTURE DEVELOPMENT MAP



CITY OF STATESBORO

COUNCIL

Phil Boyum
Sam Lee Jones
Jeff Yawn
John C. Riggs
Travis L. Chance



Jan J. Moore, Mayor
Robert Cheshire, P.E.,
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: June 8, 2017

RE: June 20, 2017 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance*

Recommendation: Staff recommends approval of the variance requested by application V 17-05-02 with recommendations.

Background: Ellianos Coffee Company requests a variance from Article XV Section 1509(B) Table 2 of the Statesboro Zoning Ordinance regarding the installation of a projection sign for a commercial building located at 600 Brannen Street, which is prohibited in sign district 3 (Tax Parcel S53 000059 000).

Budget Impact: None

Council Person and District: Travis Chance (District 5)

Attachments: Development Services Report V 17-05-02



City of Statesboro – Department of Planning & Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

**V 17-05-02
 VARIANCE REQUESTS
 600 BRANNEN STREET**

LOCATION: 600 Brannen Street

REQUEST: Ellianos Coffee Company requests a variance from Article XV Section 1509(B) Table 2 of the *Statesboro Zoning Ordinance* regarding the installation of a projecting sign for a commercial building located at 600 Brannen Street, which is prohibited in sign district 3 (Tax Parcel S53 000059 000).

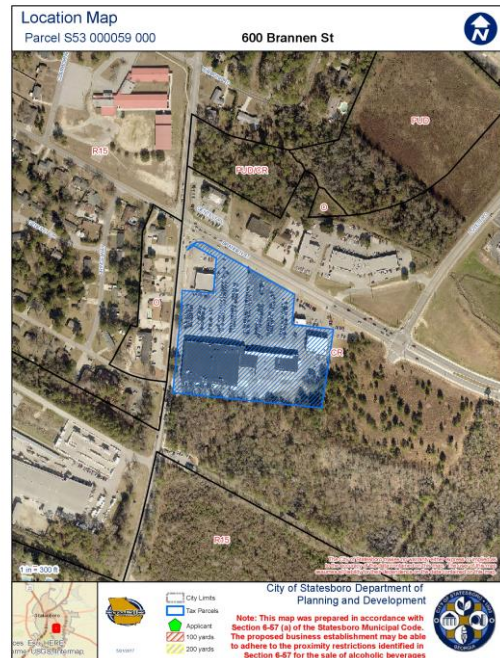
APPLICANT: Ellianos Coffee Company

OWNER(S): Hull Properties

ACRES: 8.48 acres

PARCEL TAX MAP #: S53 000059 000

COUNCIL DISTRICT: District 5 (Chance)



PROPOSAL:

The applicant requests a variance from Article XV Section 1509(B) Table 2 of the *Statesboro Zoning Ordinance* regarding the installation of a projecting sign in Sign District 3 (See **Exhibit A** – Location Map). The applicant would like to install one (1) 3’ 5” by 3’ 5” projecting sign to the east-facing wall of a commercial building. The *Statesboro Zoning Ordinance* prohibits the installation of projecting signs that exceed 12” in Sign District 3.

SURROUNDING LAND USES/ZONING:

| ZONING: | | LAND USE: |
|---------------|---|--|
| NORTH: | CR (Commercial Retail) | Food Service Facilities, Retail Facilities |
| SOUTH: | CR (Commercial Retail) | Vacant Parcel |
| EAST: | CR (Commercial Retail) | Vacant Parcels |
| WEST | O (Office and Business Office District) | Personal Service Facilities |

The subject property is located in the CR (Commercial Retail) zoning district and surrounding parcels include mixed uses, such as restaurants and retail facilities (See **Exhibit A**—Location Map, **Exhibit B**—Future Development Map and **Exhibit C**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The subject site lies within the “Neighborhood Center” character area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Master Plan*. This character area is characterized by a blend of lower- to medium-density residential and commercial, personal service, and offices that are neighborhood

scale in size and intensity. This character area often acts as a buffer or transition area between single family residential areas and more intense commercial areas. These areas are likely to experience uncontrolled strip development if growth is not properly managed. This character area strives to balance the provision of neighborhood services with the protection of nearby residential areas (See **Exhibit B** – Future Development Map).

Some appropriate land uses for the “Neighborhood Center” character area include the following:

- Neighborhood scale commercial, office, and service

Statesboro Comprehensive Master Plan, Community Agenda page 23.

In addition, the Future Development Map and Defining Narrative section of the Comprehensive Plan states the following:

“Statesboro residents have expressed dissatisfaction with a variety of features in the community which clutter streetscapes and obstruct natural landscape features -particularly on major corridors entering and exiting the community. While City leadership has acknowledged the need to comprehensively update land development regulations to holistically address aesthetic concerns, there exist a number of individual topics which can be addressed by ordinance amendments in the short-term. Signs (attached and detached) should be managed by incorporating uniform design features, and by restricting billboards and other off-premise signage which distract from traffic control signage and compete with local and other on-site businesses.”

Statesboro Comprehensive Master Plan, Community Agenda page 11.

ANALYSIS:

- I. **V 17-02-02: Variance from Article XV Section 1509(B) Table 2: Permitted Signs by Type and Sign District to permit the installation of a projecting sign.**

The applicant is requesting a variance from Article XV (Signs) regarding the installation of a projecting sign, which is prohibited in Sign District 3. The subject site is located in the CR (Commercial Retail) zoning district and is regulated by the dimensional standards of Sign District 3 (See **Exhibit D**—Section 1509(C) Table 5). Article XV (Signs) Section 1509(B) Table 2 of the *Statesboro Zoning Ordinance* regulates the permitted signs by type and sign district and prohibits the installation of projecting signs that exceed 12 inches when affixed to a building, as defined in Article XV Section 1501. The applicant’s intention is to install a 3’ 5” by 3’ 5” projection sign to the east-facing wall of a commercial building (See **Exhibit E**—Photos of Proposed Signage).

Section 1503(G) states that no variances shall be permitted from the terms of Article XV regarding signs in the *Statesboro Zoning Ordinance*. It continues to state that “Specifically, no variances under article XVIII of this ordinance [chapter] shall be applicable to the standards contained within this article.” However, Article XV regarding signs is part of the *Statesboro Zoning Ordinance*, which provides for the award of variances by the City Council from the zoning regulations stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done” and **Section 1801 states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:**

1. **There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - There are no special conditions.
2. **The special conditions and circumstances do not result from the actions of the applicant;**
3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - There is no proven hardship.
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

STAFF RECOMMENDATION:

Staff recommends approval of application V 17-05-02 with the following condition:

1. The applicant/installer must submit installation/mounting details that meet the minimum requirements of the City of Statesboro Engineering Department.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting held Tuesday, June 6, 2017, the Planning Commission voted 7 to 0 to approve application V 17-05-02 with staff's recommended condition as follows:

1. The applicant/installer must submit installation/mounting details that meet the minimum requirements of the City of Statesboro Engineering Department.

EXHIBIT A: LOCATION MAP



EXHIBIT B: FUTURE DEVELOPMENT MAP

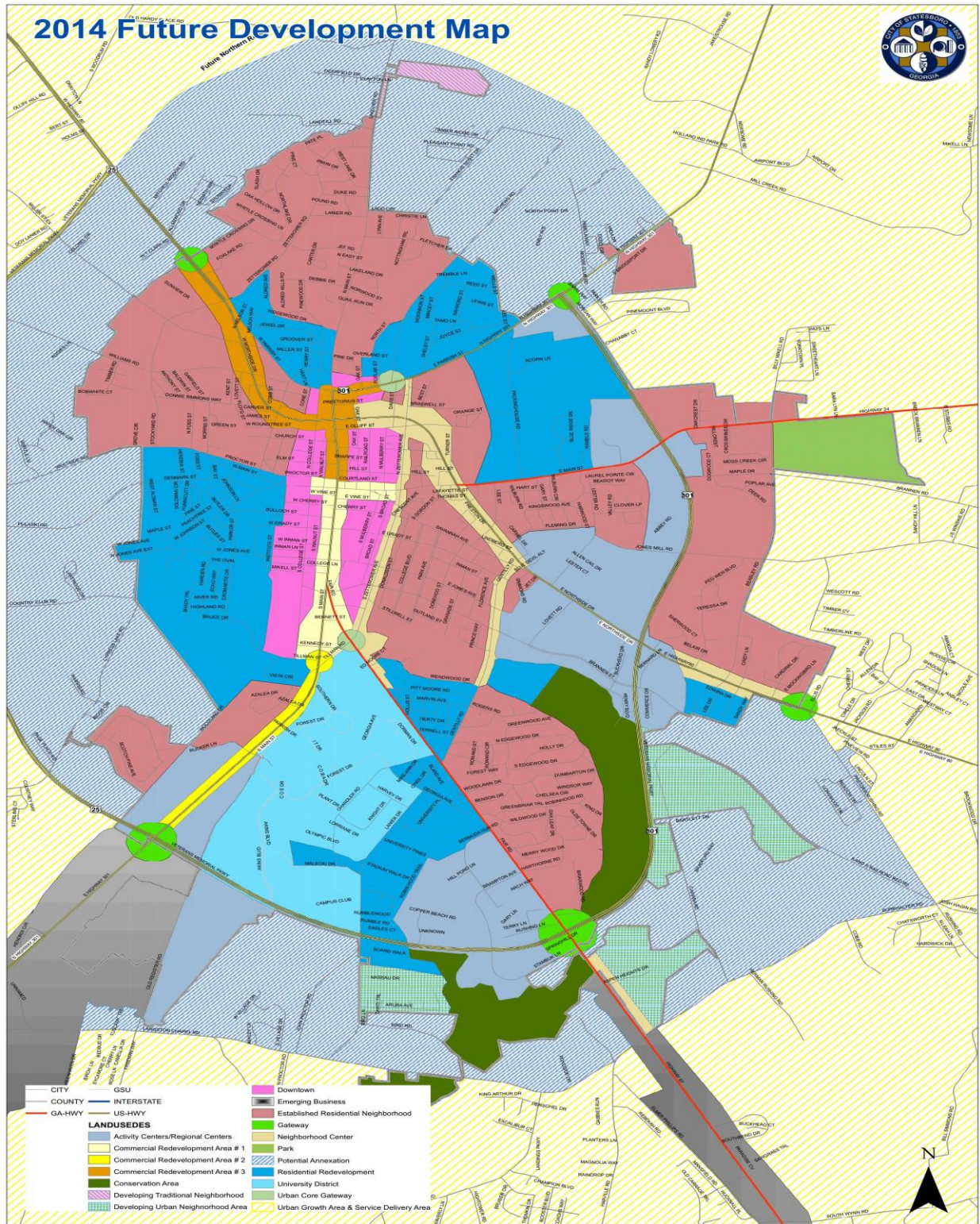


EXHIBIT C: PHOTOS OF SUBJECT SITE



Picture 1 Subject Site Facing West Depicting Location for Sign Installation



Picture 2 Subject Site Facing West Depicting Location for Sign Installation

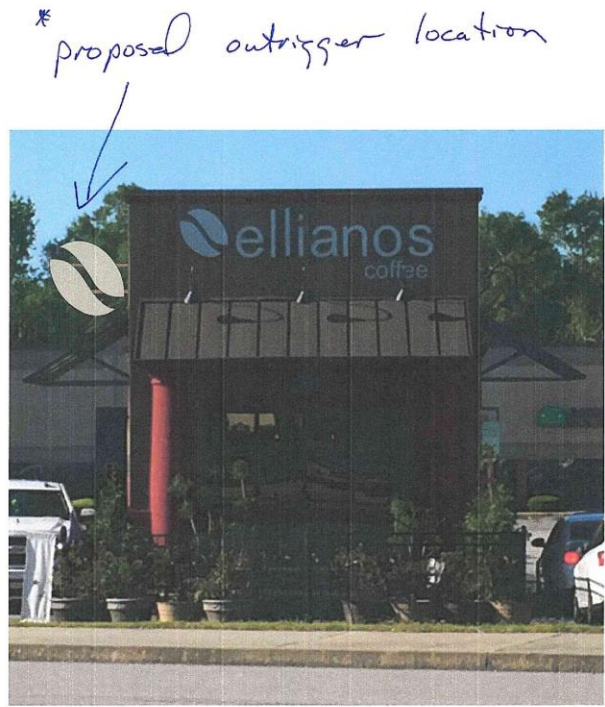
EXHIBIT D: ARTICLE XV SECTION 1509(C) TABLE 5

Table 5. Sign District 3 Dimensional Standards

TABLE INSET:

| SIGN DISTRICT 3 (As defined in subsection 1509[A.3]) | SIGN FOR AN INDIVIDUAL ESTABLISHMENT ON AN INDIVIDUAL LOT | MAJOR SIGN FOR PLANNED COMMERCIAL OR INDUSTRIAL CENTER OR DEVELOPMENT | BUSINESS SIGN FOR AN INDIVIDUAL ESTABLISHMENT, SHOP, ETC., WITHIN A PLANNED COMMERCIAL OR INDUSTRIAL CENTER OR DEVELOPMENT |
|--|---|---|--|
| AGGREGATE SIGN AREA*: | | | |
| 1. Maximum Number of Total Square Feet (SF) | 150 square feet including freestanding and building signs | Size is based upon the overall floor space of the center as follows: 0-50,000 sf = 100 sf > 50,000 sf = 150 sf | Not applicable |
| FREESTANDING SIGNS**: | | | |
| 2. Freestanding Sign Maximum Square Feet | 60 square feet | Varies per overall floor space of the center (See "Aggregate Sign Area" herein) | Not applicable |
| 3. Maximum Height | 8 feet | 15 feet | Not applicable |
| 4. Setback Requirement | 5 feet from property line | 5 feet from property line | Not applicable |
| 5. Number of Signs Allowed | One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs | One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs | Not allowed |
| BUILDING SIGNS: | | | |
| 1. Maximum Number of Total Square Feet | Wall length of 100 feet or less: 50 square feet. Wall length of greater than 100 feet: 100 square feet. | 60 square feet | The greater of 60 sf or 5% of wall areas, allotted to the individual establishment |
| 2. Maximum Height | Building elevation | Building elevation | Building elevation |
| 3. Number of Building Signs Allowed*** | One per elevation | One sign per common entrance | One per building elevation per tenant |
| <p>*As provided in Section 1501 and Table 2 herein, "aggregate sign area" includes all freestanding or building signs regardless of whether or not a permit for a particular type of sign is required.</p> <p>**Limited to monument and standard informational signs. Billboards and stanchion signs prohibited as provided in Table 2 herein.</p> <p>*** Two (2) per building elevation where one (1) sign is in the form of a canopy/awning, and where the cumulative square footage of both does not exceed the "maximum number of total square feet" for building signs.</p> | | | |

EXHIBIT E: PROPOSED SIGNAGE PLANS



598 Brunner Street

WB WHITFIELD SIGNS
 41 Bernard Lane
 Suwanee, GA 30086
 Office 678.881.6338

Client: []
 Project: []
 Date: []

Product: []
 Material: []

Color: []

Notes: []

Drawings: []
 ARCHITECTURAL ELEVATION
 SIGNAGE ELEVATION
 SIGNAGE PLAN
 SIGNAGE DETAIL

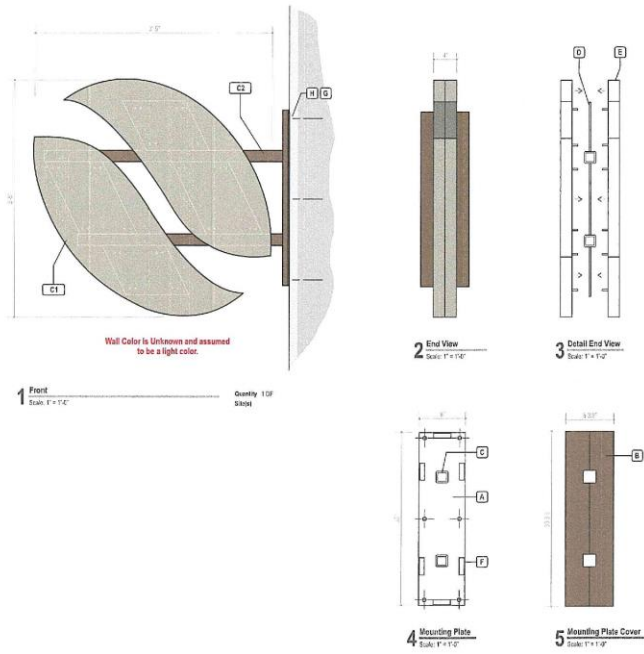
Project: []
 Location: []

Scale: []

Revision: []

2

EXHIBIT E: PROPOSED SIGNAGE PLANS (CONT)



Colors & Finishes

Colors & finishes are indicated by alphanumeric codes that appear in each drawing. Refer to the color chart on page 10 for the corresponding color. Refer to the color chart on page 10 for the corresponding color.

| | |
|----|---------------------------------|
| C1 | VP9838 Security Silver Metallic |
| C2 | 907927 1/4 Mat (Light Color) |

Code Information

None Provided

Construction Specifications

- A Mounting Plate - 28" Steel Plate
- B Mounting Plate Cover - Aluminum 1/4" Thick Flangeless
- C Outigger Arms - 2" x 1/4" x 1/4" Wall Steel Tube, Welded to front back of Mounting Plate
- D 3/8" Steel Flange Cover Forwelded to Outigger Arms
- E 1" HDU with Round Pocket for Access Outigger Arms, 1/4-20 Slotted
- F Steel Clips to Mounting Mounting Plate Cover
- G Spacer Pipe # EFS Fuses as to not meet EFS Fusion
- H Mounting Provision - Structure Connection is holding to be Constructed with Steel, C/C, Anchor and Engineer may be required. See Note Below for Typical Wall Types and Mounting Methods

| Wall Type | Anchor Type |
|---|--|
| Solid Concrete, Masonry, Stone or Brick | 1/2" x 1/4" x 1/4" Steel 1/4" x 1/4" Long 2025 Spacing Spacing with embedded 1/4" long 1/4" x 1/4" |
| CMU | 1/2" x 1/4" x 1/4" Steel 1/4" x 1/4" Long 2025 Spacing Spacing with embedded 1/4" long 1/4" x 1/4" |
| Wood, EPS, or other | Refer to drawing for details. 1/4" x 1/4" x 1/4" Steel 1/4" x 1/4" Long 2025 Spacing Spacing with embedded 1/4" long 1/4" x 1/4" |

Notes / Exceptions / Exclusions

Field Survey Required - All measurements & site conditions to be verified with local jurisdiction. Refer to page 10 for details.

WHITFIELD SIGNS

41 Bernard Lane
Stratford, CA 95358
Office 912 681 8338

Project Name: _____
Client: _____
Project Location: _____
Project Number: _____
Project Date: _____
Project Status: _____

Drawings: _____
Revisions: _____

Scale: 1" = 1'-0"

Sheet: 1

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: City Manager Randy Wetmore

From: Finance Director Cindy West

Date: 06-14-2017

RE: Renewal contracts for Averitt Center for the Arts, Downtown Statesboro Development Authority (DSDA) and Statesboro Convention and Visitors Bureau (SCVB).

Policy Issue: Term agreement shall be for one year to commence on first day of July of 2017 and shall end at midnight on June 30, 2018 unless terminated sooner with 30 days' notice.

Recommendation: Approval of all contracts with recommended changes in pay for services.

Averitt Center for the Arts will receive 1.67 % of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. to fund the SAC budget and 25.1% of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. to fund the general operating budget for a total of 26.77%. This is a decrease of .99% from Fiscal Year 2017.

Downtown Statesboro Development Authority (DSDA) will receive 19.9 % of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. The percentage remains the same as Fiscal Year 2017.

Statesboro Convention and Visitors Bureau (SCVB) will receive 40 % of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq., an increase of 1.66% over Fiscal Year 2017.

Background: The changes in the percentages of the Averitt Center for the Arts and the Statesboro Convention Visitor's Bureau is to bring the SCVB to the restricted percentage. The last percentage adjustment will be made in Fiscal Year 2019.

Budget Impact:

Council Person and District: All

Attachments: Contracts

CONTRACT FOR SERVICES

This agreement made and entered into on _____, 2017, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the STATESBORO ARTS COUNCIL, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “SAC”.

WITNESSETH:

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

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

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

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

1.

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

2.

As compensation for said services, the City shall pay to the SAC ONE AND SIXTY SEVEN HUNDRED PERCENT (1.67%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* to fund the SAC budget for the promotion of tourism to the City of Statesboro. The City shall also pay TWENTY FIVE AND ONE TENTH PERCENT (25.1%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* to fund the general operating budget of the SAC. Said funds shall be paid monthly to the SAC and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July, 2017, and shall end at midnight on June 30, 2018 unless sooner terminated upon thirty (30) days written notice by either party.

4.

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

5.

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

6.

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

7.

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

8.

During FY 2018 the Statesboro Arts Council agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Convention and Visitors Bureau, Inc. to develop a joint marketing program to better coordinate the limited

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

9.

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

10.

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

11.

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

12.

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

13.

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

14.

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

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

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

STATESBORO ARTS COUNCIL, INC.

By: _____
President

Attest: _____
Secretary

CONTRACT FOR SERVICES

This agreement made and entered into on _____, 2017, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, a governmental authority organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “DSDA”.

WITNESSETH:

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

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

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

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

1.

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

2.

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

3.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July, 2017, and shall end at midnight on June 30, 2018 unless sooner terminated upon thirty (30) days written notice by either party.

4.

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

5.

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

6.

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

7.

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

8.

During FY 2018 the DSDA agrees to work cooperatively with the Main Street Program, Statesboro Convention and Visitors Bureau and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

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

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

11.

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

12.

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

13.

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

14.

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

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

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

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY

By: _____
President

Attest: _____
Secretary

CONTRACT FOR SERVICES

This agreement made and entered into on _____, 2017, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the STATESBORO CONVENTION AND VISITORS BUREAU, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “SCVB”.

WITNESSETH:

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

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

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

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

1.

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

2.

As compensation for said services, the City shall pay to the SCVB FORTY PERCENT (40%) of the amount the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* Said funds shall be paid monthly to the SCVB and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July, 2017, and shall end at midnight on June 30, 2018 unless sooner terminated upon thirty (30) days written notice by either party.

4.

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

5.

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

6.

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

7.

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

8.

During FY 2018 the Statesboro Convention and Visitors Bureau agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the

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

9.

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

10.

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

11.

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

12.

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

13.

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

14.

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

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

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

STATESBORO CONVENTION & VISITORS BUREAU, INC.

By: _____
President

Attest: _____
Secretary

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
Robert Cheshire, Deputy City Manager**

From: Darren Prather, Central Services Director

Date: 6-14-2017

**RE: Policy Issue: Bid Cancellation—Natural Gas System Replacement
Fair Road/Hwy 67**

Recommendation:

Due to the fact the lowest bidder (D. Lance Souther) did not supply the requested material in their sealed bid submittal and the next lowest bid (Harrison and Harrison) exceeds the budgeted amount for this project when the engineering costs are added, we recommend the City of Statesboro reject all bids and rebid this project at a later date. This issue has been fully discussed with the City Attorney in detail.

Background:

The City of Statesboro solicited sealed bids for a natural gas system replacement along Fair Road/Hwy 67. Since this is a highly specialized project type and extremely detailed, we had a mandatory pre-bid meeting with three contractors in attendance. This project was advertised and notices were sent to all known qualified contractors serving our region. We received two sealed bids and they are as follows:

1. D. Lance Souther \$107,531.25
2. Harrison and Harrison \$149,945.50

Note: D. Lance Souther did not supply the requested E-verify form, Non-collusion affidavit, qualifications of employees assigned to project and proof of insurance form. Harrison and Harrison supplied all requested materials.

Council Person and District: All

Attachments:

Georgia Municipal Association City of Excellence

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
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: City Manager Randy Wetmore

From: Sue Starling, City Clerk

Date: 05-22-2017

RE: Resolution exempting certain vehicles from marking requirements for one year.

Policy Issue: exempt certain vehicles from markings

Recommendation: Approval

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

Budget Impact: None

Council Person and District: N/A

Attachments: Resolution 2017-21

RESOLUTION 2017-21: A RESOLUTION EXEMPTING CERTAIN
VEHICLES FROM MARKING REQUIREMENTS FOR ONE YEAR

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

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

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

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

WHEREAS, the required Public Hearing on this matter was held on June 20, 2017;

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

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

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

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

Adopted this ____ day of June, 2017

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

RESOLUTION 2017-22: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE FISCAL YEAR 2017 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

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

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

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

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

WHEREAS, the Mayor and City Council wish to adopt this First Budget Amendment for Fiscal Year 2017;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Budget Amendment for the City's Fiscal Year 2017 Budget.

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

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

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

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

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

Adopted this 20th day of June, 2017.

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

ATTACHMENT #1

FY 2017 FIRST BUDGET AMENDMENT

100 General Fund:

- Increase in Revenues for Keep Georgia Beautiful Grant by \$10,000.
- Increase in Revenues for Federal Emergency Management Association (FEMA) by \$83,650.
- Increase in Revenues for Donations – Cops by \$8,000.
- Increase in Revenues for Sale of Assets by \$30,000.
- Decrease the Expenditure for Payment to GSU in Governing Body by \$40,000.
- Increase the Expenditures for Contract Labor/Service in the City Manager’s Department by \$5,800.
- Increase the Expenditures for Miscellaneous Expenses in the City Manager’s Department by \$5,700.
- Increase the Expenditures for Bank Card Charges in the Finance Department by \$5,000.
- Increase the Expenditures for Regular Employees in the Legal Department by \$12,000.
- Increase the Expenditures for Official/Administrative Costs in the Legal Department by \$3,300.
- Increase the Expenditures for Legal Fees in the Legal Department by \$95,000.
- Decrease the Expenditures for Regular Employees in Support Services Bureau by \$25,000.
- Decrease the Expenditures for Regular Employees in Investigations Bureau by \$75,000.
- Increase the Expenditures for Regular Employees in Patrol Bureau by \$26,000.
- Increase the Expenditures for Overtime in Patrol Bureau by \$16,000.
- Increase the Expenditures for R & M Vehicle Parts in Patrol Bureau by \$10,000.
- Increase the Expenditures for R & M. Labor in Patrol Bureau by \$35,000.
- Increase the Expenditures for Uniforms and Turnout Gear in Patrol Bureau by \$8,000.
- Increase the Expenditures Code Compliance - Planning by \$55,000.
- Decrease the Expenditures for Code Compliance – Police by \$55,000.
- Increase the Expenditures for Payment to Bulloch County in Animal Control by \$10,010.
- Increase the Expenditures for R & M Equipment in Public Works Administration by \$4,000.
- Increase the Expenditures for R & M Office Equipment in Public Works Administration by \$1,000.
- Increase the Expenditures for R & M Office Equipment in Arts Center by \$2,790.
- Decrease the Expenditures for Regular Employees in Protective Inspections by \$30,000.
- Increase in Expenditures for Regular Employees in Planning Department by \$2,000.

- Increase in Expenditures for Contract Labor/Services in Planning Department by \$25,000.
- Increase in Expenditures for Life/Disability Insurance for Economic Development by \$190.

Net effect on Fund is: Increase in Fund Balance by \$5,160.

210 Confiscated Assets Fund:

- Increase in Revenues for Sale of Property – State by \$4,900.
- Increase in Expenditures for Other Equipment by \$92,665.

Net effect on Fund is: Decrease in Fund Balance by \$87,765.

221 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

224 US Department of Justice Grant:

- No Changes.

Net effect on Fund is: None.

250 Multiple Grants Fund:

- Increase in Revenues for Arts Council by \$3,000.
- Increase in Revenues for Bullet Proof Vest Grant by \$6,790.
- Increase in Revenues for GACP Grant by \$15,750.
- Increase in Expenditures for Payment to Arts Council by \$3,000.
- Increase in Expenditures for Uniforms by \$6,790.
- Increase in Expenditures for Computers by \$15,750.

Net effect on Fund is: None.

251 America’s Best Communities Grant Fund:

- Increase in Revenues for ABC Grant by \$100,000.

Net effect on Fund is: Increase in Fund Balance by \$100,000.

270 Statesboro Fire Service Fund:

- Increase in Revenues for Bulloch County Fire Contract by \$200,000.
- Increase in Expenditures for Regular Employees by \$35,000.
- Increase in Expenditures for Part Time Employees by \$5,000.
- Increase in Expenditures for Overtime by \$20,000.
- Increase in Expenditures for Contract Labor/Services by \$20,000.
- Increase in Expenditures for Transfer to Central Service Fund by \$36,995.

Net effect on Fund is: Increase in Fund Balance by \$83,005.

275 Hotel/Motel Fund:

- Increase in Revenues for Hotel/Motel Taxes by \$120,000.
- Increase in Expenditures for Payment to SCVB by \$46,008.
- Increase in Expenditures for Payment to DSDA by \$23,880.

- Increase in Expenditures for Payment to SAC by \$33,312.

Net effect on Fund is: Increase in Fund Balance by \$16,800.

286 Technology Fee Fund:

- Increase in Expenditures for Computer Programming Fees by \$18,580.

Net effect on Fund is: None.

322 2007 SPLOST Fund:

- Increase in Revenues for Interest by \$830.
- Increase in Expenditures for Bank Charges by \$590.
- Increase in Expenditures for Savannah Avenue Rehab Project by \$6,645.
- Increase in Expenditures for Meter Upgrade by \$95,180.

Net effect on Fund is: Decrease in Fund Balance by \$101,585.

323 2013 SPLOST Fund:

- Increase in Revenues for GDOT Grants Traffic Project by \$274,080.
- Increase in Revenues for Interest by \$510.
- Increase in Expenditures for Fiber Optics by \$290.
- Increase in Expenditures for Animal Control by \$24,000.
- Increase in Expenditures for Police Vehicle and Conversion by \$17,280.
- Increase in Expenditures for Fire Tower Relocation by \$11,280.
- Increase in Expenditures for Savannah Avenue Rehab Project by \$437,490.
- Increase in Expenditures for Major Streets Repairs by \$60,000.
- Increase in Expenditures for West Parrish Street Rehab by \$166,940.
- Increase in Expenditures for Beasley Road Ditch by \$635.
- Increase in Expenditures for South College Drainage by \$6,200.
- Increase in Expenditures for Meter Upgrade by \$60,000.
- Increase in Expenditures for FabLab by \$21,794.
- Increase in Expenditures for Transfer to General Fund by \$300,000.

Net effect on Fund is: Decrease in Fund Balance by \$831,319.

342 2016 CDBG Fund:

- Increase in Revenue for 2016 CDBG Grant by \$10,000.
- Increase in Expenditures for General Administration by \$10,000.

Net effect on Fund is: None.

350 Capital Improvements Program Fund:

- Increase in Expenditures for Christmas Decorations by \$2,020.

Net effect on Fund is: Decrease in Fund Balance by \$2,020.

505 Water and Sewer Fund:

- Increase in Expenditures for Transfer to Central Service Fund by \$36,995.

Net effect on Fund is: Decrease in Cash by \$36,995.

506 Reclaimed Water System Fund:

- No Changes.

Net effect on Fund is: None .

507 StormWater Fund:

- Increase in Expenditures for Transfer to Central Service Fund by \$36,995.

Net effect on Fund is: Decrease in Cash by \$36,995.

515 Natural Gas Fund:

- Increase in Expenditures for Transfer to Central Service Fund by \$36,995.

Net effect on Fund is: Decrease in Cash by \$36,995.

541 Solid Waste Collection Fund:

- Increase in Revenue for FEMA Grant by \$138,550.
- Increase in Expenditures for Transfer to Central Service Fund by \$36,995.

Commercial Division

- No Changes.

Residential Division

- No Changes.

Rolloff Division

- Increase in Expenditures for R & M Vehicles by \$11,000.
- Increase in Expenditures for Solid Waste Disposal Fees by \$80,000.

Yardwaste Division

- Increase in Expenditures for Overtime by \$20,000.
- Increase in Expenditures for Solid Waste Disposal Fees by \$20,000.

Net effect on Fund is: Decrease in Cash by \$29,445.

542 Solid Waste Disposal Fund:

- Increase in Expenditures for Air Rights by \$50,000.
- Increase in Expenditures for Transfer to Central Service Fund by \$36,995.

Net effect on Fund is: Decrease in Cash by \$86,995.

601 Health Insurance Fund:

- Increase in Expenditures for Health Insurance Claims by \$125,000.

Net effect on Fund is: Decrease in Cash by \$125,000.

602 Fleet Management Fund:

- Increase in Expenditures for Transfer to Central Service Fund by \$36,995.

Net effect on Fund is: Decrease in Cash by \$36,995.

603 Workers Compensation Fund:

- Increase in Expenditures for Worker's Compensation Claims by \$45,000.

Net effect on Fund is: Decrease in Cash by \$45,000.

604 Wellness Fund:

- No Changes.

Net effect on Fund is: None.

605 Central Service Fund:

- Increase in Revenues for Transfer in From General Fund by \$36,995.
- Increase in Revenues for Transfer in From Statesboro Fire Service Fund by \$36,995.
- Increase in Revenues for Transfer in From Water Sewer Fund by \$36,995.
- Increase in Revenues for Transfer in From Storm Water Fund by \$36,995.
- Increase in Revenues for Transfer in From Natural Gas Fund by \$36,995.
- Increase in Revenues for Transfer in From Solid Waste Collection Fund by \$36,995.
- Increase in Revenues for Transfer in From Solid Waste Disposal Fund by \$36,995.
- Increase in Revenues for Transfer in From Fleet Fund by \$36,995.
- Increase in Expenditures for Software Support by \$9,910.
- Increase in Expenditures for Internet Service by \$12,600.
- Increase in Expenditures for Education and Training by \$4,205.
- Increase in Expenditures for Contract Services by \$51,830.
- Increase in Expenditures for Network Infrastructure by \$13,600.

Net effect on Fund is: Increase in Cash by \$203,815.

RESOLUTION 2017-24: A RESOLUTION ADOPTING THE STATESBORO
SCHEDULE OF RATES, FEES AND FINES

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

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia this 20th day of June, 2017 as follows:

Section 1. That the document entitled "City of Statesboro Schedule of Fees, Rates and Fines for FY2018", attached hereto and incorporated into this Resolution by reference, is hereby adopted and approved as the fees, rates and fines authorized to be charged by each department.

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

Section 3. That this Resolution shall be effective July 1, 2017.

Adopted this 20th day of June, 2017.

City of Statesboro, Georgia

Jan J. Moore, Mayor

Sue Starling, City Clerk

COUNCIL
Phil Boyum, District 1
Sam Lee 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

City of Statesboro

*50 East Main Street P.O. Box 348
Statesboro, Georgia 30459*

To: Randy Wetmore, City Manager

From: Jeffery Grant, Director of Human Resources

Date: June 20, 2017

RE: Fiscal Year 2016 Classification and Compensation Study

Policy Issue: Phase III Implementation of the Classification & Compensation Study

Recommendation: To approve Phase III implementation of the FY 2016 Classification and Compensation plan and end certifications as a part of the Compensation Plan effective June 30, 2017, in transition to a merit-based system as provided by Evergreen Solutions Inc.

Background: In Fiscal Year 2016, the City of Statesboro hired Evergreen Solutions Inc. to conduct a Compensation Study. The purpose of the study was to review the City's existing classification and compensation structure for internal and external equity. The compensation analysis focused on the market competitiveness of the City's current pay structure, as well as the internal structure of the compensation and classification system. At the conclusion of the study the following budget recommendations were made and hereby adopted by City Council to implement a new Compensation Plan, provided by Evergreen Solutions Inc. as follows:

- o Phase I – Bring applicable Employees to the Proposed Minimum Salary, Fiscal Year 2016;
- o Phase II – 50% of the Compa-Ratio - Move to Market option, Fiscal Year 2017 pending funding availability and council approval;

COUNCIL
Phil Boyum, District 1
Sam Lee 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

City of Statesboro

*50 East Main Street P.O. Box 348
Statesboro, Georgia 30459*

- o Phase III – 50% of the remaining Compa-Ratio - Move to Market option, Fiscal Year 2018 pending funding availability and council approval;
- o The City should phase out premium (certification) pay in favor of performance based pay to be compatible with its compensation philosophy;

Budget Impact: The approximate impact of Phase III to the current budget will be \$130,000 for all funds. This amount is already included in the FY2018 Budget.

Council Person and District: All

Attachments:

Resolution

**RESOLUTION 2017-25: A RESOLUTION TO ADOPT A NEW
CLASSIFICATION AND COMPENSATION PLAN**

THAT WHEREAS, it is essential to have qualified municipal employees in order to provide reliable services to the citizens of Statesboro; and

WHEREAS, in order to accomplish this the City Manager has made a recommendation to the approve the Phase III implementation of the Fiscal Year 2016 Classification and Compensation Comp Study;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 20th day of June, 2017 as follows:

Section 1. That the recommendations to implement Phase III of the Fiscal Year 2016 Classification and Compensation Plan provided by Evergreen Solutions Inc., is hereby further adopted as follows:

- Phase III – 50% of the remaining Compa-Ratio - Move to Market option, Fiscal Year 2018;
- End certifications as a part of the Classification and Compensation Plan effective June 30, 2017, as the transition to a merit-based system provided by Evergreen Solutions Inc. and assumes

Section 2. That this Resolution shall be passed and adopted this 20th day of June, 2017.

CITY OF STATESBORO, GEORGIA

By: _____
Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk



DOWNTOWN DEVELOPMENT

2017

Georgia Exceptional Main Streets Memorandum Of Understanding

MOU

1/1/2017

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Leigh Burns, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 17, 2017.

GEORGIA EXCEPTIONAL MAIN STREETS PROGRAM

MEMORANDUM OF UNDERSTANDING

2017 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of [REDACTED], Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Exceptional Main Streets Program (hereinafter referred to as GEMS) by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the GEMS Program for 2017. DCA is the sponsoring state agency for the GEMS program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the region. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data

- iv. Geographic Information Systems data (mapping support when available)
 - B. Review reported data submitted by the downtown manager to assure accuracy.
6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2017), and can serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan should be on file and updated with DCA monthly as part of the monthly reporting process.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street approach and trends for downtown revitalization and to support the downtown manager.
6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in occasional surveys by DCA related to Main Street Programming.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. One representative from the local program should attend at least one Regional Managers meeting in 2017.

- B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development
 - D. Respond to requests by DCA in a timely manner.
3. Take advantage of the Georgia Main Street network of professional downtown managers.
 4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community.
 5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
 6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
 - A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
 - B. DCA will offer seven Regional Managers Meetings statewide in 2017.
 - C. DCA will offer four Main Street 101 workshops and one Main Street 201 workshop throughout the year related to the Main Street Approach™.
 - D. Most training opportunities offered by DCA will be provided to GEMS communities at a discounted rate.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
 - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the GEMS program, including social media outreach, to recognize and publicize the work of local programs.
 - a. DCA will highlight each GEMS community once a quarter through both the Georgia Main Street website and social media channels.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
 - a. DCA will provide GEMS communities with first right of refusal on all scholarships and financial incentive programs offered by the Office of Downtown Development.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.

8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2017.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street Designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2017 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

**GEORGIA EXCEPTIONAL MAIN STREETS PROGRAM
MEMORANDUM OF UNDERSTANDING: 2017 Program Year**

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): _____

Mayor/Chief Elected Official's Signature

Date

Printed Name

Date Term Expires

MAIN STREET BOARD OF DIRECTORS

President/Board Chairperson's Signature

Date

Printed Name

Date Term Expires

DOWNTOWN MANAGER

Manager's Signature

Date

Printed Name

Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA CLASSIC MAIN STREET PROGRAM

Director's Signature

Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

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Email: Jessica.reynolds@dca.ga.gov